

AGREEMENT FOR SERVICES AND FEES PROBATE

INTRODUCTION. This AGREEMENT FOR SERVICES AND FEES ("Agreement") is entered into by and between THE LAW OFFICES DANIEL H. ALEXANDER, a Professional Law Corporation, with office locations at 901 Bruce Road, Suite 230, Chico, CA 95928, Telephone (800) 530-4529 and _____ (collectively the "Client(s)").

1. California Bar Requirements. The State Bar of California requires that there be a written fee agreement for matters in which the fees are likely to exceed \$1,000.00. Notwithstanding exceptions and the amount involved, it is in the Client(s)' and the Firm best interests to have the Agreement fully understood at the outset of the "attorney-Client relationship". The Firm encourages the Client(s) to ask any questions about the Agreement or the attorney-Client relationship.

2. Scope and Services. Client(s) hire the Firm to:

a. File a Petition for Probate regarding the Estate of _____ (the Decedent") in the _____ County Superior Court (or any other court necessary in California) and Probate the estate (the "Probate");

The Firm shall provide those legal services reasonably required to represent the Client(s) and shall take reasonable steps to keep the Client(s) informed of the status of the Matter and to respond to the Client(s)' inquiries. Unless specifically mentioned herein, the Firm services will not include post-trial appeals, bankruptcy representation, tax advice, or administrative hearings before government agencies.

In the event the Firm is requested by Client(s) to handle an additional matter for the Client(s) and the Firm undertakes and provides legal services for same, the billing format and rates set forth in this Agreement will govern such additional work. In the event there is a future rate change, such changes will be set forth on the Client(s)' billing statement.

3. Client(s)' Responsibilities. The Client(s) shall be truthful and cooperate with the Firm, keep the Firm informed of developments in this Matter, keep the Firm advised of the Client(s)' address, telephone number and whereabouts and abide by all other terms of this Agreement.

4. How Fees Are Determined. Fees are based upon numerous factors as approved by the State Bar, including: a) the novelty and difficulty of the work as well as the skill and experience of the attorney or staff member; b) the time and labor required; c) the time constraints of the matter, such as special urgency or being required to perform services on a "priority basis"; d) the value of the matter and the results achieved; e) the likelihood that work on this matter will preclude the attorney from accepting other work; f) the nature and length of the professional relationship with the Client(s); and g) the experience, reputation and ability of the attorney performing the specified service or task.

5. Fee Schedule. Attorney fees for Probate are set out in California Rule of Court 7.700, et seq. Further \$350.00 is the current hourly billing rate for the Attorney and are subject to change.

6. Payment of Fees.

A. Probate. For estates with a total gross value of \$100,000 or less, the minimum attorney fee for Probate is 4% of \$100,000 and subject to Court approval. Attorney fees for all other estates are based on California Rule of Court 7.700, et seq., and depend upon the size of the estate and subject to Court approval. California Rule of Court 7.705 current sets statutory fee compensation for ordinary administration of the estate a 4% on the first \$100,000, 3% of the next \$100,000, and 2% on the next \$800,000. In addition to these fees, the Firm may be entitled to extraordinary fees as approved by the court. For Probate the Firm shall be paid at least the minimum fee as stated above for estates with a total gross value of \$100,000 or less and on all other estates the statutory fees for ordinary administration in the amounts allowed by law and any extraordinary fees as approved by the Court in the Probate. Client will be billed for the fees and the fees are due either when the estate is distributed or within 6 months of signing this agreement, whichever occurs first.

(Hourly Fee) For matters other than Probate, an hourly fee will be charged unless a contingency fee is agreed to in a separate agreement. Such hourly fee will be calculated in increments of 1/4th of an hour, rounding off to the next highest 1/4th of an hour. The minimum time charged for any particular activity will be 1/4th of one hour. Attorney will charge for all activities undertaken in providing legal services to client under this Agreement, including, but not limited to, the following: Conferences, court sessions and depositions (preparation and participation); correspondence and legal documents (review and preparation); legal research; file and status review; telephone conversations; travel time; waiting time; and field investigative activities. Further, for cases where a Guardian Ad Litem needs to be appointed for a minor, the minimum fee for representing client regarding the appointment of a Guardian Ad Litem for a minor is \$2,500.00. All attorney time over 10 hours regarding representation on the appointment of a Guardian Ad Litem will be billed at the hourly rate.

7. Retainer. Client(s) shall advance Firm an initial retainer in the amount of **\$2,500.00** to cover costs including but not limited to filing, publication and probate referee fees. Firm shall seek approval of the Court for such payment and reimbursement to Client(s) out of the estate.

8. Costs and Expenses. Costs and expenses will be deducted from the retainer and for costs and expenses that exceed the retainer amount, the Client(s) will be billed for those costs and expenses incurred by the Firm in connection with the Firm representation of the Client(s) including, without limitation to, photocopying, filing fees, expert witness fees, witness fees, jury fees, deposition fees, online legal research, investigator cost, retained consultant fees, travel costs or any other costs or expense deemed necessary to advance the representation of the Client(s). Client agrees to pay such billing upon receipt. Such costs and expenses which are related to the Probate or the Adversary Proceeding are subject to Court approval in the Probate.

9. Representation of Adverse Interests. Client(s) are informed that the Rules of Professional Conduct of the State Bar of California require the Client(s)' informed written consent before an attorney may begin or continue to represent the Client(s) when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of the Client(s). The Firm are not aware of any such conflicts.

10. Discharge or Withdrawal of Firm and Lien. Client(s) may discharge the Firm at any time. The Firm may withdraw with Client(s)' consent or for good cause. Good cause includes Client(s)' breach of this Agreement, Client(s)' refusal to cooperate with the Firm or to follow the Firm advice on a material matter or any other fact or circumstance that could render the Firm continuing representation unlawful or unethical.

If substitution occurs for any reason, the Firm shall be entitled to the reasonable value of services rendered to the date of discharge as evidenced by the per hour rate, plus costs.

The Client(s) hereby grants Firm a lien on any settlement, award or judgment obtained in the Probate or Adversary Proceeding for the purpose of paying any fees or costs not paid by Client(s) pursuant to the terms and condition of this Agreement. Furthermore, Client(s) assigns for the purposes of securing such payment, all of Client(s)' right, title and interest in and to any monetary settlement, award or judgment rendered in Client(s)' favor.

11. Disclaimer of Guaranty. Nothing in this Agreement and nothing in the Firm statements to Client(s) will be construed as a promise or guarantee about the outcome of Client(s)' Matter. The Firm makes no promise or guarantee about the outcome of the Client(s)' Matter. The Firm comments about the outcome of Client(s)' Matter are expressions of opinion only. In addition, any estimates provided to Client(s) related to the anticipated costs and/or expense of any Matter are estimates only. The actual costs and expenses may vary and in fact be more depending upon the circumstances.

12. Binding Arbitration for Disputes. If a dispute arises between the Firm and Client(s) regarding attorneys' fees under this Agreement, and the Firm files suit in any court other than small claims court, Client(s) will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code Sections 6200-6206, in which event the Firm must submit the matter to such arbitration. In the event of a dispute by and between the parties to this Agreement for any reason whatsoever, such dispute shall be resolved by way of binding arbitration venued in Butte, County, California, before an arbitrator who is an attorney licensed to practice law in the State of California in good standing with at least 15 years litigation experience or a retired judge. In addition, the prevailing party in any dispute related to this Agreement shall be entitled to an award of reasonable attorney fees and costs.

13. Miscellaneous.

a) **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

b) **Severability in Event of Partial Invalidity.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

c) **Modification by Subsequent Agreement.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by them or an oral agreement to the extent that the parties perform such terms.

d) **Duplicate Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

14. **Execution.** This Fee Agreement was signed on the dates set forth below.

Client(s)

Dated: _____.

By: _____

Dated: _____.

By: _____

Firm

LAW OFFICES OF DANIEL H. ALEXANDER,
a Professional Law Corporation

Dated: _____.

By: _____
DANIEL H. ALEXANDER