

AGREEMENT FOR SERVICES AND FEES

INTRODUCTION. This AGREEMENT FOR SERVICES AND FEES ("Agreement") is entered into by and between THE LAW OFFICES DANIEL H. ALEXANDER, a Professional Law Corporation, and any associated law firms, (collectively the "Firm") 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's 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) hires the Firm to handle disputed matter(s) as follows: _____

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's 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. Client(s) acknowledges that they have been advised by the Firm that any fees are negotiable and are not set by law. 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.** The following represents the current hourly billing rates for the persons who may be responsible for the work done in this matter and are subject to change:

ATTORNEY(S)	\$350.00 per hour
LEGAL ASSISTANT / PARALEGAL	\$100.00 per hour

6. **Payment of Fees.**

A. Hybrid Contingency Fee. The services for the Firm shall initially be handled on a hybrid Contingency basis with hourly fees being calculated. Client acknowledges that they have been advised by the Firm that any contingency fee is negotiable and is not set by law. Bearing such advice in mind, Client(s) agrees to pay to the Firm a minimum fixed fee of 1/3rd of any recovery. However, if the case settles within 90 days of trial, arbitration or mediation or less, or during trial or arbitration or after trial or arbitration, the client agrees to pay to Attorney a minimum fixed fee of forty percent (40%) of any recovery. Client(s) agree that the contingency fee is to be based on the total amount of the settlement or judgment prior to costs, liens and expenses being deducted. Client(s) agree that liens will be deducted from the amount of the settlement after the contingency fee and costs and expenses have been deducted.

B. Conversion to Hourly Fee. In addition we will calculate and apply hourly fees toward the minimum fixed fee, with billing statements to be generated only internally for our purposes for at least the first 90 days. During this time, we will also be entitled to transfer funds from the client trust account to the firm's general business account on the basis of work completed to date of each interim internal billing for funds that are deposited in the Attorney Client Trust Account. In the event our hourly fees exceed the minimum fixed fee, the Firm's fees will be based on an hourly basis, with no maximum. In the event our hourly fees is less than the minimum fixed fee, the Firm's fees will be based on the minimum fixed fee. Before this matter is converted from a fixed fee basis to an hourly basis, a complete billing statement will be provided to client. From the point of transition from fixed fee to hourly billing, we will submit monthly billing statements to you reflecting the work performed and charges made during the billing period involved.

C. Billing Practices. (Minimum Contingency Fee) For a contingency fee, Firm will charge said contingency fee regardless of time spent on the matter unless the billing is converted to an hourly fee as stated above. **(Hourly Fee)** If an hourly fee is charged, instead of a contingency fee, such 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. Contingency fees are due upon receipt of any funds on this matter. Hourly fees are due upon receipt of a bill and are considered late 10 days after the date of the bill.

D. Payment of Fees and Costs. Client acknowledges that any contingency fee is due at the time of receipt of funds. Client further acknowledges that if an hourly fee is charged, that billings and costs are payable upon receipt unless other specific arrangements are made in writing. All payments are considered late either after the stated due date on the bill or after 10 days of receipt of the bill. Delinquent accounts and late payments are subject to a \$25 a month service charge and interest charges of 10% per annum.

7. Retainer. Client(s) shall advance the Firm an initial retainer in the amount of **\$2,500.00** to cover filing fees, etc. Firm may seek approval of the Court for such payment and reimbursement to Client(s). The retainer amount shall be paid prior to the commencement of representation. Should the retainer balance at any time be depleted to less than 25% of the initial retainer, Client will deposit with Attorney an amount equal to the initial retainer within 10 days of being so notified. You acknowledge that the Firms have made no promises about the total amount of attorneys' fees and/or costs to be incurred by Client under this Agreement.

8. Costs and Expenses. The Client(s) will be billed for costs and expenses incurred by the Firm in connection with the Firm's representation of the Client(s) including, without limitation: a) Costs of suit / petition, depositions, filing fees, permit fees, services of process, necessary investigative services, legal research, retained consultant fees, witness fees, court / jury fees, and the like; b) Automobile travel at the rate of \$.45 per mile; c) Other travel expenses at actual cost, including, but not limited to air fare, taxi cab fare, meals and lodging. d) Expenses for the printing or reproduction of documents required in connection with your representation at actual costs (photocopies are billed at \$.10 per black and white copy and \$.50 per color copy), and; e). or expense deemed necessary to advance the representation of the Client(s). Such costs and expenses which are related to the Probate or the Adversary Proceeding may be subject to Court approval.

Client acknowledges that billings and costs are payable upon receipt unless other specific arrangements are made in writing. All payments are considered late either after the stated due date on the bill or after 10 days of receipt of the bill. Delinquent accounts and late payments are subject to a \$25 a month service charge and interest charges of 10% per annum.

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 is 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's advice on a material matter or any other fact or circumstance that could render the Firm's continuing representation unlawful or unethical.

If the firm is discharged or withdraws for any reason, the Firm shall be entitled to the reasonable value of services rendered to the date of discharge as evidenced by the hourly 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's 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's 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 disputed 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.

15. Acknowledgment and Closing Paragraph: The parties have read and understood the foregoing terms and agree to them as of the date attorney first provided services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this agreement. If any portion of this agreement is held unenforceable for any reason, the remainder of the agreement will be severable and remain in effect. The client acknowledges receipt of a copy of this Agreement concurrently with Client's execution thereof.

Client(s)

Dated: _____.

By: _____
CLIENT:

Dated: _____.

By: _____
CLIENT:

Firm

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

Dated: _____.

By: _____
DANIEL H. ALEXANDER