

Form No. 1
Sample Written Fee Agreement¹
Hourly Litigation

[Inserted Text Begins]LAW FIRM[inserted Text Ends]
[Inserted Text Begins]ADDRESS[inserted Text Ends]
~~[Deleted Text Begins]CRANE[Deleted Text Ends]~~ [Inserted Text Begins]CITY[inserted Text
Ends], ~~[Deleted Text Begins]GARCIA & MOORE[Deleted Text Ends]~~ [Inserted Text
Begins]STATE, ZIP[inserted Text Ends]
~~[Deleted Text Begins]441 Bauchet Street[Deleted Text Ends]~~ [Inserted Text Begins]PHONE
NUMBER [inserted Text Ends]
~~[Deleted Text Begins]Los Angeles, CA 90012[Deleted Text Ends]~~
~~[Deleted Text Begins](213) 680-9600[Deleted Text Ends]~~

(Date)

ATTORNEY-CLIENT FEE AGREEMENT

~~[Deleted Text Begins]CRANE, GARCIA & MOORE[Deleted Text Ends]~~ [Inserted Text Begins][LAW FIRM OR ATTORNEY][inserted Text Ends] (“Attorney”) and ~~[Deleted Text Begins]STELLA KING[Deleted Text Ends]~~ [Inserted Text Begins][CLIENT][inserted Text Ends] (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. ~~[Deleted Text Begins]~~ **1. ~~[Deleted Text Ends]CONDITIONS~~**
~~[Deleted Text Begins].~~ ~~[Deleted Text Ends]~~ This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until [Inserted Text Begins]:
(a)[inserted Text Ends] Client returns a signed copy of this Agreement ~~[Deleted Text Begins]~~
~~and[Deleted Text Ends]~~ [Inserted Text Begins]; (b) Client[inserted Text Ends] pays the initial
deposit called for under Paragraph 4 ~~[Deleted Text Begins].~~ ~~[Deleted Text Ends]~~ [Inserted Text
Begins]; and (c) Attorney acknowledges acceptance of representation by counter-signing this
Agreement and returning a fully executed copy to Client. Upon satisfaction of these
conditions, this Agreement will be deemed to take effect as of [DATE].[inserted Text Ends]
2. ~~[Deleted Text Begins]~~ **2. ~~[Deleted Text Ends]SCOPE OF SERVICES~~** ~~[Deleted~~
~~Text Begins].~~ ~~[Deleted Text Ends]~~ [Inserted Text Begins]AND ATTORNEY’S
DUTIES[inserted Text Ends]
Client hires Attorney to provide legal services in the following matter: ~~[Deleted Text~~
~~Begins]~~ _____
~~[describe matter[Deleted Text Ends]~~ [Inserted Text Begins][PROVIDE DETAILED
DESCRIPTION OF SERVICES TO BE PROVIDED[inserted Text Ends]. Attorney will

¹ This sample written fee agreement form is intended to satisfy the basic requirements of Business & Professions Code section 6148 but may not address varying contractual obligations which may be present in a particular case. The State Bar makes no representation of any kind, express or implied, concerning the use of these forms.

provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in ~~[Deleted Text Begins]execution[Deleted Text Ends]~~[Inserted Text Begins]collection[inserted Text Ends] proceedings after judgment~~[Deleted Text Begins].[Deleted Text Ends]~~ [Inserted Text Begins]or proceedings regarding renewal of a judgment. A[inserted Text Ends] separate [Deleted Text Begins]arrangements must be agreed to for those[Deleted Text Ends][Inserted Text Begins]written agreement for these[inserted Text Ends] services[Deleted Text Begins].[Deleted Text Ends] [Inserted Text Begins]or[inserted Text Ends] services in any [Inserted Text Begins]other[inserted Text Ends] matter not described above will [Deleted Text Begins]require [Deleted Text Ends]a separate written agreement[Deleted Text Begins].[Deleted Text Ends][Inserted Text Begins]be required[inserted Text Ends]. Attorney is representing Client only [Inserted Text Begins]in[inserted Text Ends] the matter described [Inserted Text Begins]above.[inserted Text Ends]

3. ~~2.[Deleted Text Begins]~~ 3. ~~[Deleted Text Ends]~~CLIENT'S DUTIES

~~[Deleted Text Begins].~~[Deleted Text Ends]Client agrees to be truthful with Attorney~~[Deleted Text Begins],[Deleted Text Ends]~~ [Inserted Text Begins]and not withhold information. Further Client agrees[inserted Text Ends] to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney ~~[Deleted Text Begins]in[Deleted Text Ends]~~[Inserted Text Begins]by timely[inserted Text Ends] providing necessary information and documents~~[Deleted Text Begins] and will[Deleted Text Ends]~~[Inserted Text Begins]. Client agrees to[inserted Text Ends] appear ~~[Deleted Text Begins]when necessary [Deleted Text Ends]~~[Inserted Text Begins]all[inserted Text Ends] legal proceedings[Inserted Text Begins] when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims[inserted Text Ends].

4. ~~3.[Deleted Text Begins]~~ 4. ~~[Deleted Text Ends]~~DEPOSIT

~~[Deleted Text Begins].~~ ~~[Deleted Text Ends]~~Client agrees to pay Attorney an initial deposit of \$ _____
~~[Deleted Text Begins]by _____[Deleted Text Ends]~~[Inserted Text Begins][PROVIDE DEPOSIT AMOUNT] by _____[DATE] which will be deemed an advance deposit for fees and costs to be incurred in this matter[inserted Text Ends]. The hourly charges [Inserted Text Begins]and costs[inserted Text Ends] will be charged against the Deposit. The initial Deposit,
~~[Deleted Text Begins]~~_____

_____ ~~[Deleted Text Ends]~~

~~[Deleted Text Begins]~~This sample written fee agreement form is intended to satisfy the basic requirements of Business & Professions Code section 6148 but may not address varying contractual obligations which may be present in a particular case. The State Bar makes no representation of any kind, express or implied, concerning the use of these forms.~~[Deleted Text Ends]~~

as well as any future ~~[Deleted Text Begins]deposit[Deleted Text Ends]~~[Inserted Text Begins]deposits[inserted Text Ends], will be held in ~~[Deleted Text Begins]a[Deleted Text Ends]~~[Inserted Text Begins]Attorney's Client[inserted Text Ends] Trust Account. Client authorizes Attorney to use that ~~[Deleted Text Begins]fund[Deleted Text Ends]~~[Inserted Text Begins]

Beginns]deposit[inserted Text Ends] to pay the fees and other charges~~[Deleted Text Begins] as they are incurred. Payments from the fund will be made upon remittance to client of a billing statement[Deleted Text Ends].~~ Client acknowledges that the deposit is not an estimate of total fees and costs[Inserted Text Begins] to be charged by Attorney[inserted Text Ends], but merely an advance~~[Deleted Text Begins] for security[Deleted Text Ends].~~

[Inserted Text Begins]Client agrees that Attorney's right to recover fees and costs from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed _____ [PROVIDE NUMBER] days after the date a bill is sent to Client. Client authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay Attorney's fees and costs _____ [PROVIDE NUMBER] calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within _____ [PROVIDE NUMBER] days of sending the bill, Attorney's right to withdraw the amount that is identified in the objection shall be deemed to be disputed, and Attorney will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than _____ [PROVIDE NUMBER] days after the date the bill is sent and after the funds have been withdrawn, Attorney will not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.[inserted Text Ends]

Client agrees to pay all deposits after the initial deposit within _____ [Inserted Text Begins][PROVIDE NUMBER][inserted Text Ends] days of Attorney's demand. [Inserted Text Begins]In the event there is any money from any deposit remaining in Attorney's Client Trust Account after Attorney's final bill is satisfied, that money will be promptly refunded to Client.[inserted Text Ends]

Whenever the deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$ _____~~[Deleted Text Begins]___[Deleted Text Ends]~~[Inserted Text Begins][PROVIDE AMOUNT OF FURTHER DEPOSIT] at any time[inserted Text Ends] before a trial or arbitration date is set. Once a trial or arbitration date is set, Client ~~[Deleted Text Begins]shall[Deleted Text Ends]~~[Inserted Text Begins]will[inserted Text Ends] pay all sums then owing and deposit the ~~[Deleted Text Begins]attorneys'[Deleted Text Ends]~~[Inserted Text Begins]Attorney's[inserted Text Ends] fees estimated to be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees, expert witness fees and other costs likely to be assessed. Those sums may exceed the maximum deposit.

Client agrees to pay all deposits after the initial deposit within _____[Deleted Text Begins]___[Deleted Text Ends]days of Attorney's demand. [Deleted Text Begins]Unless otherwise agreed in writing, any unused deposit at [Deleted Text Ends]the conclusion of Attorney's services-[Deleted Text Begins]will be refunded.[Deleted Text Ends]

5. 4. [Deleted Text Begins] 5. [Deleted Text Ends]LEGAL FEES AND BILLING PRACTICES

~~[Deleted Text Begins].-[Deleted Text Ends]~~Client agrees to pay by the hour at Attorney's [Deleted Text Begins]prevailing [Deleted Text Ends]rates [Inserted Text Begins]as set forth

below~~[inserted Text Ends]~~ for all time spent on Client's matter by [Inserted Text Begins]~~Attorney and~~[inserted Text Ends] Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Senior [Deleted Text Begins] partners	[Deleted Text Ends]
Ends] <u>[Inserted Text Begins]</u> partners <u>[inserted Text Ends]</u> /hour	
[Deleted Text Begins] Partners	[Deleted Text Ends]
Ends] <u>[Inserted Text Begins]</u> Partners	<u>[inserted Text Ends]</u> /hour
[Deleted Text Begins] Associates	[Deleted Text Ends]
Ends] <u>[Inserted Text Begins]</u> Associates	<u>[inserted Text Ends]</u> /hour
[Deleted Text Begins] Paralegals	[Deleted Text Ends]
Ends] <u>[Inserted Text Begins]</u> Paralegals	<u>[inserted Text Ends]</u> /hour
Law [Deleted Text Begins] clerks	[Deleted Text Ends]
Ends] <u>[Inserted Text Begins]</u> clerks	<u>[inserted Text Ends]</u> /hour

The rates on this schedule are subject to change on 30 days~~[Deleted Text Begins]~~~~[Deleted Text Ends]~~ written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client[Inserted Text Begins] if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law~~[inserted Text Ends]~~.

The time charged will include[Inserted Text Begins], but is not limited to,[inserted Text Ends] the time Attorney spends on telephone calls[Inserted Text Begins], e-mails and other electronic communications~~[inserted Text Ends]~~ relating to Client's matter, including calls [Inserted Text Begins]and e-mails~~[inserted Text Ends]~~ with Client, witnesses, opposing counsel~~[Deleted Text Begins]~~ or court personnel. ~~The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent~~~~[Deleted Text Ends]~~[Inserted Text Begins], court personnel or other persons. Time is billed in minimum increments of one-tenth (.1) of an hour~~[inserted Text Ends]~~. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

~~[Deleted Text Begins]~~ Time is charged in minimum units ~~[Deleted Text Ends]~~ of one-tenth (.1) of an hour~~[Deleted Text Begins]~~. The following have higher minimum charges:~~[Deleted Text Ends]~~

[Deleted Text Begins]	Telephone calls:	[Deleted Text Ends]
[Deleted Text Begins]	Letters:	[Deleted Text Ends]
[Deleted Text Begins]	Other:	[Deleted Text Ends]

6. 5. ~~[Deleted Text Begins]~~ 6. ~~[Deleted Text Ends]~~ COSTS AND OTHER CHARGES~~[Deleted Text Begins]~~~~[Deleted Text Ends]~~

(a) ~~[Deleted Text Begins]~~(a) ~~[Deleted Text Ends]~~ Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all

costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, [Inserted Text Begins]translator/interpreter fees,[inserted Text Ends] jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, [Inserted Text Begins]outside[inserted Text Ends] photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. ~~[Deleted Text Begins]Except for the items listed below, all[Deleted Text Ends]~~ [Inserted Text Begins]The foregoing external[inserted Text Ends] costs and expenses will be charged at Attorney's cost.[Inserted Text Begins] Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – [] [PROVIDE RATE] cents per page; (3) facsimile charges – [] [PROVIDE RATE] cents per page; (4) postage at cost; and (5) computerized legal research at cost.[inserted Text Ends]

~~[Deleted Text Begins]~~ In-office photocopying _____/page~~[Deleted Text Ends]~~

~~[Deleted Text Begins]~~ Facsimile charges _____/page~~[Deleted Text Ends]~~

~~[Deleted Text Begins]~~ Mileage _____/mile~~[Deleted Text Ends]~~

~~[Deleted Text Begins]~~ Other: ~~[Deleted Text Ends]~~

- (b) ~~[Deleted Text Begins](b)~~ ~~Outoftown[Deleted Text Ends]~~[Inserted Text Begins]Out-of-town[inserted Text Ends] travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by [Inserted Text Begins]Attorney and[inserted Text Ends] Attorney's personnel. Client will also be charged [Inserted Text Begins] _____ % [PROVIDE RATE] off~~[inserted Text Ends]~~ the hourly rates for the time legal personnel spend traveling.

- (c) ~~[Deleted Text Begins](c)~~ ~~[Deleted Text Ends]~~ Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

- (d) [Inserted Text Begins]Attorney will[inserted Text Ends] obtain Client's consent before [Inserted Text Begins]incurring any costs in excess of \$ _____ [PROVIDE AMOUNT]. [inserted Text Ends]

7. [Inserted Text Begins]OTHER FEES AND COSTS[inserted Text Ends]

~~[Deleted Text Begins]~~ Additionally,~~[Deleted Text Ends]~~ Client understands that if ~~[Deleted Text Begins]the matter[Deleted Text Ends]~~[Inserted Text Begins]Client's case[inserted Text Ends] proceeds to court action or arbitration, ~~[Deleted Text Begins]Client[Deleted Text Ends]~~[Inserted Text Begins]the court may award attorney fees as well as some or all of the type of costs enumerated in Paragraph 6 above to the other party or

parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties~~[inserted Text Ends]~~ may be required to pay ~~[Inserted Text Begins]~~some or all of the~~[inserted Text Ends]~~ fees and~~[Deleted Text Begins]~~/or costs to other parties in the action. Any such payment~~[Deleted Text Ends]~~ will be entirely the responsibility of Client.~~[Inserted Text Begins]~~costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.~~[inserted Text Ends]~~

8. ~~[Inserted Text Begins]~~BILLS~~[inserted Text Ends]~~

~~[Deleted Text Begins]~~ 7. BILLING STATEMENTS. ~~[Deleted Text Ends]~~Attorney will send Client periodic ~~[Deleted Text Begins]~~statements~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~bills~~[inserted Text Ends]~~ for fees and costs incurred. Each ~~[Deleted Text Begins]~~statement~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~bill~~[inserted Text Ends]~~ will be payable within ~~[Deleted Text Begins]~~____~~[Deleted Text Ends]~~ ~~[Inserted Text Begins]~~~~[PROVIDE NUMBER]~~~~[inserted Text Ends]~~ days of its mailing date. Client may request a ~~[Deleted Text Begins]~~statement~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~bill~~[inserted Text Ends]~~ at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. ~~[Deleted Text Begins]~~The statements shall~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~Bills for the fee portion of the bill will~~[inserted Text Ends]~~ include the amount, rate, basis ~~[Deleted Text Begins]~~off~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~for~~[inserted Text Ends]~~ calculation~~[Inserted Text Begins]~~,~~[inserted Text Ends]~~ or other method of determination of the ~~[Inserted Text Begins]~~attorney's~~[inserted Text Ends]~~ fees and costs~~[Deleted Text Begins]~~, which costs will be clearly identified by item and amount.~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents. ~~[inserted Text Ends]~~

~~[Deleted Text Begins]~~8. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and whether or not Client has chosen to consult such an independent lawyer Client agrees that Attorney will have a lien as specified above.~~[Deleted Text Ends]~~

9. ~~[Inserted Text Begins]~~CLIENT APPROVAL NECESSARY FOR SETTLEMENT~~[inserted Text Ends]~~

[Inserted Text Begins]Attorney will not[inserted Text Ends] make any settlement or compromise of any nature of any of Client's claims without [Inserted Text Begins]Client's prior approval. Client retains the absolute right to accept or reject any settlement. [inserted Text Ends]

~~[Deleted Text Begins]~~ _____(~~Client Initial Here~~) _____(~~Attorney Initial Here~~) ~~[Deleted Text Ends]~~

10. 6.~~[Deleted Text Begins]~~ **9.** ~~[Deleted Text Ends]~~**DISCHARGE AND WITHDRAWAL**

~~[Deleted Text Begins]. [Deleted Text Ends]Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause[Deleted Text Begins]. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical.[Deleted Text Ends] When Attorney's services conclude, all unpaid charges [Deleted Text Begins]will immediately become [Deleted Text Ends]due and payable[Deleted Text Begins]. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to the lien provided in Paragraph 8 above, whether or not Client has paid[Deleted Text Ends]~~[Inserted Text Begins]or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates[inserted Text Ends] for all services[Inserted Text Begins] provided and to reimburse Attorney for all costs advanced[inserted Text Ends].

11. CONCLUSION OF SERVICES

When Attorney's services conclude, [Inserted Text Begins]whether by completing the services covered by this Agreement, or by discharge or withdrawal,[inserted Text Ends] all unpaid charges [Inserted Text Begins]for fees or costs will be[inserted Text Ends] due and payable [Inserted Text Begins]immediately.[inserted Text Ends]

[Inserted Text Begins]Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of _____, [PROVIDE LENGTH OF TIME] after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than _____ [PROVIDE LENGTH OF TIME] after[inserted Text Ends] the conclusion of Attorney's services [Inserted Text Begins]for Client on a given matter, a separate written agreement must be made between Attorney and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file at Attorney's expense. The

case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.[inserted Text Ends]

12. 7. [Deleted Text Begins] 10. [Deleted Text Ends]DISCLAIMER OF GUARANTEE AND ESTIMATES

~~[Deleted Text Begins]. [Deleted Text Ends]~~Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only~~[Deleted Text Begins]. Any[Deleted Text Ends]~~[Inserted Text Begins], are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client, or[inserted Text Ends] estimate of fees given by Attorney[Deleted Text Begins] shall not be a[Deleted Text Ends][Inserted Text Begins], are not a representation of a flat fee and will not be a limitation on fees or a[inserted Text Ends] guarantee[Inserted Text Begins] that fees and costs will not exceed the amount of the deposit or estimate[inserted Text Ends]. Actual fees may vary [Inserted Text Begins]significantly[inserted Text Ends] from estimates given.

13. [Inserted Text Begins]PROFESSIONAL LIABILITY INSURANCE DISCLOSURE[inserted Text Ends]

[Inserted Text Begins]Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I have do not have [CHECK APPROPRIATE ENTRY] professional liability insurance.[inserted Text Ends]

14. [Inserted Text Begins]NO TAX ADVICE[inserted Text Ends]

[Inserted Text Begins]Attorney has not been retained to provide Client with any tax advice concerning any of the services[inserted Text Ends] described in paragraph 2[Inserted Text Begins]. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.[inserted Text Ends]

15. 8. [Deleted Text Begins] 11. [Deleted Text Ends]ENTIRE AGREEMENT

~~[Deleted Text Begins]. [Deleted Text Ends]~~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.

16. 9. [Deleted Text Begins] 12. [Deleted Text Ends]SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

~~[Deleted Text Begins]. [Deleted Text Ends]~~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.

17. 10. [Deleted Text Begins] 13. [Deleted Text Ends]MODIFICATION BY SUBSEQUENT AGREEMENT

~~{Deleted Text Begins}. {Deleted Text Ends}~~ This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them ~~{Deleted Text Begins}, or an oral agreement only to the extent that the parties carry it out {Deleted Text Ends}~~.

18. 11. ~~{Deleted Text Begins} 14. {Deleted Text Ends}~~ EFFECTIVE DATE

~~{Deleted Text Begins}. {Deleted Text Ends}~~ This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

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. CLIENT ~~{Deleted Text Begins}~~ SHALL ~~{Deleted Text Ends}~~ {Inserted Text Begins} WILL {inserted Text Ends} RECEIVE A FULLY EXECUTED ~~{Deleted Text Begins}~~ {Inserted Text Begins} DUPLICATE {Deleted Text Ends} {Inserted Text Begins} COPY {inserted Text Ends} OF THIS AGREEMENT.

DATED: _____
_____ ~~{Deleted Text Begins}~~ STELLA KING ~~{Deleted Text Ends}~~ {Inserted Text Begins} CLIENT {inserted Text Ends}
Address: _____
Telephone: _____
{Inserted Text Begins} _____ E-mail
Address: _____ {inserted Text Ends}

DATED: _____
_____ ~~{Deleted Text Begins} CRANE, GARCIA & MOORE {Deleted Text Ends}~~ {Inserted Text Begins} ATTORNEY OR LAW FIRM {inserted Text Ends}
By: _____
_____ ~~{Deleted Text Begins} Linda H. Garcia, Partner {Deleted Text Ends}~~ {Inserted Text Begins} ATTORNEY {inserted Text Ends}

Form No. 2
Sample Written Fee Agreement²
Hourly Non-Litigation

~~{Deleted Text Begins}~~**CRANE, GARCIA & MOORE**~~{Deleted Text Ends}~~
[Inserted Text Begins]LAW FIRM[inserted Text Ends]
~~{Deleted Text Begins}~~**441 Bauchet Street**~~{Deleted Text Ends}~~[Inserted Text Begins]ADDRESS[inserted Text Ends]
[Inserted Text Begins]PHONE NUMBER[inserted Text Ends]
~~{Deleted Text Begins}~~**Los Angeles, CA 90012**~~{Deleted Text Ends}~~
~~{Deleted Text Begins}~~**(213) 680-9600**~~{Deleted Text Ends}~~

(Date)

[Inserted Text Begins]ATTORNEY-CLIENT FEE AGREEMENT[inserted Text Ends]

~~{Deleted Text Begins}~~ ~~CRANE, GARCIA & MOORE~~~~{Deleted Text Ends}~~[Inserted Text Begins]LAW FIRM OR ATTORNEY[inserted Text Ends] (“Attorney”) and ~~{Deleted Text Begins}~~~~STELLA KING~~~~{Deleted Text Ends}~~[Inserted Text Begins]CLIENT[inserted Text Ends] (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. ~~{Deleted Text Begins}~~ **1.** ~~{Deleted Text Ends}~~**CONDITIONS**
~~{Deleted Text Begins}~~~~{Deleted Text Ends}~~This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until[Inserted Text Begins]: (a)[inserted Text Ends] Client returns a signed copy of this Agreement~~{Deleted Text Begins}~~ and~~{Deleted Text Ends}~~[Inserted Text Begins]; (b) Client[inserted Text Ends] pays the initial deposit called for under Paragraph 4~~{Deleted Text Begins}~~~~{Deleted Text Ends}~~[Inserted Text Begins]; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactive to [DATE].[inserted Text Ends]
2. ~~{Deleted Text Begins}~~ **2.** ~~{Deleted Text Ends}~~**SCOPE OF SERVICES**~~{Deleted Text Begins}~~~~{Deleted Text Ends}~~ [Inserted Text Begins]AND ATTORNEY’S DUTIES[inserted Text Ends]
Client hires Attorney to provide legal services in the following matter: ~~{Deleted Text Begins}~~_____~~{describe matter}~~~~{Deleted Text Ends}~~[Inserted Text Begins][PROVIDE DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED[inserted Text Ends]]. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep

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Client informed of progress and to respond to Client's inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. [Inserted Text Begins]A[inserted Text Ends] separate [Deleted Text Begins]arrangements must be agreed to for those[Deleted Text Ends][Inserted Text Begins]written agreement for these[inserted Text Ends] services[Deleted Text Begins].[Deleted Text Ends] [Inserted Text Begins]or[inserted Text Ends] services in any [Inserted Text Begins]other[inserted Text Ends] matter not described above will [Deleted Text Begins]require a separate written agreement[Deleted Text Ends][Inserted Text Begins]be required[inserted Text Ends].

3. ~~2.~~ [Deleted Text Begins] 3. [Deleted Text Ends]CLIENT'S DUTIES

~~[Deleted Text Begins]. [Deleted Text Ends]~~Client agrees to be truthful with Attorney[Inserted Text Begins] and not to withhold information[inserted Text Ends], to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time[Inserted Text Begins],[inserted Text Ends] and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney ~~[Deleted Text Begins]in[Deleted Text Ends]~~[Inserted Text Begins]by timely[inserted Text Ends] providing [Inserted Text Begins]necessary[inserted Text Ends] information and documents~~[Deleted Text Begins] necessary for the representation in the described matter[Deleted Text Ends]~~.

4. ~~3.~~ [Deleted Text Begins] 4. [Deleted Text Ends]DEPOSIT

~~[Deleted Text Begins]. [Deleted Text Ends]~~Client agrees to pay Attorney an initial deposit of \$ _____ [Deleted Text Begins]_____ by _____[Deleted Text Ends]

~~[Deleted Text Begins]This sample written fee agreement form is intended to satisfy the basic requirements of Business & Professions Code section 6148 but may not address varying contractual obligations which may be present in a particular case. The State Bar makes no representation of any kind, express or implied, concerning the use of these forms.[Deleted Text Ends]~~

~~[Deleted Text Begins][Deleted Text Ends]~~

Client agrees to pay Attorney an initial deposit of \$ _____ [Inserted Text Begins][PROVIDE DEPOSIT AMOUNT] by _____ [DATE] which will be deemed an advance deposit for fees and costs to be incurred in this matter.[inserted Text Ends] The hourly charges [Inserted Text Begins]and costs[inserted Text Ends] will be charged against the Deposit. The initial Deposit, as well as any future deposit, will be held in ~~[Deleted Text Begins]a[Deleted Text Ends]~~[Inserted Text Begins]Attorney's Client[inserted Text Ends] Trust Account. Client authorizes Attorney to use that ~~[Deleted Text Begins]fund[Deleted Text Ends]~~[Inserted Text Begins]deposit[inserted Text Ends] to pay the fees and other charges~~[Deleted Text Begins] as they are incurred. Payments from the fund will be made upon remittance to Client of a billing statement[Deleted Text Ends]~~. Client acknowledges that the deposit is not an estimate of total fees and costs[Inserted Text Begins] to be charged by Attorney[inserted Text Ends], but merely an advance~~[Deleted Text Begins] for security[Deleted Text Ends]~~.

[Inserted Text Begins]Client agrees that Attorney's right to recover fees and costs from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed

[PROVIDE NUMBER] days after the date a bill is sent to Client. Client authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay Attorneys' fees and costs [PROVIDE NUMBER] calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within [PROVIDE NUMBER] days of sending the bill, Attorney's right to recover the amount that is identified in the objection will be deemed to be disputed, and Attorney will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than [PROVIDE NUMBER] days after the date the bill is sent and after the funds have been withdrawn, Attorney shall not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.[inserted Text Ends]

~~Whenever the deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$~~ [Deleted Text Begins]____.~~[Deleted Text Ends]~~

Client agrees to pay all deposits after the initial deposit within [Deleted Text Begins]____~~[Deleted Text Ends]~~ [inserted Text Begins][PROVIDE NUMBER][inserted Text Ends] days of Attorney's demand. ~~[Deleted Text Begins]Unless otherwise agreed in writing, any unused[Deleted Text Ends]~~[inserted Text Begins]In the event there is any money from any[inserted Text Ends] deposit [Deleted Text Begins]at the conclusion of[Deleted Text Ends][inserted Text Begins]remaining in[inserted Text Ends] Attorney's [Deleted Text Begins]services will be[Deleted Text Ends][inserted Text Begins]Client Trust Account after Attorney's final bill is satisfied, that money will be promptly[inserted Text Ends] refunded[inserted Text Begins] to Client[inserted Text Ends].

Whenever the deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$ [inserted Text Begins][PROVIDE AMOUNT OF FURTHER DEPOSIT] .[inserted Text Ends]

5. 4.~~[Deleted Text Begins] 5. [Deleted Text Ends]~~LEGAL FEES AND BILLING PRACTICES

~~[Deleted Text Begins].~~~~[Deleted Text Ends]~~Client agrees to pay by the hour at Attorney's ~~[Deleted Text Begins]prevailing [Deleted Text Ends]~~rates [inserted Text Begins]as set forth below[inserted Text Ends] for all time spent on Client's matter by [inserted Text Begins]Attorney and[inserted Text Ends] Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Senior [Deleted Text Begins] partners	[Deleted Text Ends]
[Deleted Text Begins] <u>[inserted Text Begins]partners[inserted Text Ends]</u> /hour	
[Deleted Text Begins] Partners	[Deleted Text Ends]
[Deleted Text Begins] <u>[inserted Text Begins]Partners</u>	<u>[inserted Text Ends]</u> /hour
[Deleted Text Begins] Associates	[Deleted Text Ends]
[Deleted Text Begins] <u>[inserted Text Begins]Associates</u>	<u>[inserted Text Ends]</u> /hour
[Deleted Text Begins] Paralegals	[Deleted Text Ends]
[Deleted Text Begins] <u>[inserted Text Begins]Paralegals</u>	<u>[inserted Text Ends]</u> /hour
Law [Deleted Text Begins] clerks	[Deleted Text Ends]
[Deleted Text Begins] <u>[inserted Text Begins]clerks</u>	<u>[inserted Text Ends]</u> /hour

The rates on this schedule are subject to change on 30 days~~[Deleted Text Begins]'~~~~[Deleted Text Ends]~~ written notice to Client. If Client declines to pay ~~[Deleted Text Begins]any~~~~[Deleted Text Ends]~~ increased rates, Attorney will have the right to withdraw as attorney for Client~~[Inserted Text Begins]~~ if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law~~[inserted Text Ends]~~.

The time charged will include~~[Inserted Text Begins]~~, but is not limited to,~~[inserted Text Ends]~~ the time Attorney spends on telephone calls~~[Inserted Text Begins]~~, e-mails and other electronic communications~~[inserted Text Ends]~~ relating to Client's matter, including calls ~~[Inserted Text Begins]~~and e-mails~~[inserted Text Ends]~~ with Client~~[Deleted Text Begins]~~ and other parties and attorneys. ~~The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent~~~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~. Time is billed in minimum increments~~[inserted Text Ends]~~ of one-tenth (.1) of an hour. Attorney will charge for waiting time and for travel time, both local and out of town.

~~[Deleted Text Begins]~~ Time is charged in minimum units of one tenth (.1) of an hour. The following have higher minimum charges:~~[Deleted Text Ends]~~

[Deleted Text Begins]	Telephone calls:	[Deleted Text Ends]
[Deleted Text Begins]	Letters:	[Deleted Text Ends]
[Deleted Text Begins]	Other:	[Deleted Text Ends]

6. 5. ~~[Deleted Text Begins]~~ 6. ~~[Deleted Text Ends]~~ COSTS AND OTHER CHARGES~~[Deleted Text Begins]~~~~[Deleted Text Ends]~~

(a) ~~[Deleted Text Begins]~~(a) In general, ~~[Deleted Text Ends]~~Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include ~~[Inserted Text Begins]~~notary~~[inserted Text Ends]~~ fees~~[Deleted Text Begins]~~ fixed by law or assessed by public agencies~~[Deleted Text Ends]~~, long distance telephone charges, messenger and other delivery fees, postage, ~~[Inserted Text Begins]~~outside~~[inserted Text Ends]~~ photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses~~[Deleted Text Begins]~~ and~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~, translator/interpreter fees,~~[inserted Text Ends]~~ consultants' ~~[Inserted Text Begins]~~fees and/or special master~~[inserted Text Ends]~~ fees and other similar items. ~~[Deleted Text Begins]~~Except for the items listed below, all~~[Deleted Text Ends]~~~~[Inserted Text Begins]~~The foregoing external~~[inserted Text Ends]~~ costs and expenses will be charged at Attorney's cost.~~[Inserted Text Begins]~~ Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – [] [PROVIDE RATE] cents per page; (3) facsimile charges – [] [PROVIDE RATE] cents per page; (4) postage at costs; and (5) computerized legal research at cost.~~[inserted Text Ends]~~

~~[Deleted Text Begins]~~(a) In-office photocopying _____/pagefacsimile charges _____/page~~[Deleted Text Ends]~~

~~[Deleted Text Begins]~~ Mileage _____/mile~~[Deleted Text Ends]~~

- ~~{Deleted Text Begins}~~ Other: ~~{Deleted Text Ends}~~
- (b) ~~{Deleted Text Begins}~~(b) ~~Outoftown~~~~{Deleted Text Ends}~~[Inserted Text Begins]Out-~~of-town~~[inserted Text Ends] travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by ~~{Deleted Text Begins}~~~~Attorneys~~~~{Deleted Text Ends}~~[Inserted Text Begins]Attorney or~~Attorney's~~[inserted Text Ends] personnel. Client will also be charged the hourly rates for the time legal personnel spend ~~{Deleted Text Begins}~~~~travelling~~~~{Deleted Text Ends}~~[Inserted Text Begins]traveling[inserted Text Ends].
- (c) ~~{Deleted Text Begins}~~(c) ~~{Deleted Text Ends}~~Consultants and Investigators. To aid in the ~~{Deleted Text Begins}~~~~representation in~~~~{Deleted Text Ends}~~[Inserted Text Begins]preparation or presentation of[inserted Text Ends] Client's ~~{Deleted Text Begins}~~~~matter~~~~{Deleted Text Ends}~~[Inserted Text Begins]case[inserted Text Ends], it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

7. [Inserted Text Begins]BILLS[inserted Text Ends]
~~{Deleted Text Begins}~~ 7. ~~BILLING STATEMENTS.~~~~{Deleted Text Ends}~~Attorney will send Client periodic ~~{Deleted Text Begins}~~~~statements~~~~{Deleted Text Ends}~~[Inserted Text Begins]bills[inserted Text Ends] for fees and costs incurred. Each ~~{Deleted Text Begins}~~~~statement~~~~{Deleted Text Ends}~~[Inserted Text Begins]bill[inserted Text Ends] will be payable within ~~{Deleted Text Begins}~~~~{Deleted Text Ends}~~ [Inserted Text Begins][PROVIDE NUMBER][inserted Text Ends] days of its mailing date. Client may request a ~~{Deleted Text Begins}~~~~statement~~~~{Deleted Text Ends}~~[Inserted Text Begins]bill[inserted Text Ends] at intervals of no less than 30 days. If ~~{Deleted Text Begins}~~~~Clients~~~~{Deleted Text Ends}~~[Inserted Text Begins]Client so[inserted Text Ends] requests, Attorney will provide one within 10 days. ~~{Deleted Text Begins}~~~~The statements shall~~~~{Deleted Text Ends}~~[Inserted Text Begins]Bills for the fee portion of the bill will[inserted Text Ends] include the amount, rate, basis ~~{Deleted Text Begins}~~~~of~~~~{Deleted Text Ends}~~[Inserted Text Begins]for[inserted Text Ends] calculation[Inserted Text Begins][inserted Text Ends] or other method of determination of the [Inserted Text Begins]Attorney's[inserted Text Ends] fees and costs~~{Deleted Text Begins}~~~~, which costs will be clearly identified by item and amount.~~~~{Deleted Text Ends}~~[Inserted Text Begins]. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all billing statements rendered by Attorney and to communicate promptly any objections, questions, or concerns about their contents. [inserted Text Ends]

8. [Inserted Text Begins]CLIENT APPROVAL NECESSARY FOR SETTLEMENT[inserted Text Ends]
[Inserted Text Begins]Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement. [inserted Text Ends]

9. 6.~~{Deleted Text Begins}~~ 8. ~~{Deleted Text Ends}~~DISCHARGE AND WITHDRAWAL

~~[Deleted Text Begins]. [Deleted Text Ends]~~ Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause~~[Deleted Text Begins]. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical.[Deleted Text Ends]~~ When Attorney's services conclude, all unpaid charges ~~[Deleted Text Begins]~~will immediately become ~~[Deleted Text Ends]~~due and payable~~[Deleted Text Begins]. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession, whether or not Client has paid[Deleted Text Ends]~~[Inserted Text Begins]or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates[inserted Text Ends] for all services[Inserted Text Begins] provided and to reimburse Attorney for all costs advanced[inserted Text Ends].

10. [Inserted Text Begins]CONCLUSION OF SERVICES[inserted Text Ends]

When Attorney's services conclude, [Inserted Text Begins]whether by completing the services covered by this Agreement, or by discharge or withdrawal,[inserted Text Ends] all unpaid charges [Inserted Text Begins]for fees or costs will be[inserted Text Ends] due and payable [Inserted Text Begins]immediately.[inserted Text Ends]

[Inserted Text Begins]Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of _____ [PROVIDE LENGTH OF TIME], after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than _____ [PROVIDE LENGTH OF TIME] after the conclusion of Attorney's services for Client on a given matter,[inserted Text Ends] a separate written agreement [Inserted Text Begins]must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.[inserted Text Ends]

11. ~~7. [Deleted Text Begins] 9. ~~[Deleted Text Ends]~~~~DISCLAIMER OF GUARANTEE AND ESTIMATES

~~[Deleted Text Begins]. [Deleted Text Ends]Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only~~[Deleted Text Begins]. Any~~[Deleted Text Ends]~~[Inserted Text Begins], are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or[inserted Text~~~~

Ends] estimate of fees given by Attorney ~~[Deleted Text Begins]~~shall not be a~~[Deleted Text Ends]~~[Inserted Text Begins]are not a representation of a flat fee and will not be a limitation on fees or a~~[inserted Text Ends]~~ guarantee~~[Inserted Text Begins]~~ that fees and costs will not exceed the amount of the deposit or estimate~~[inserted Text Ends]~~. Actual fees may vary ~~[Inserted Text Begins]~~significantly~~[inserted Text Ends]~~ from estimates given.

12. [Inserted Text Begins]PROFESSIONAL LIABILITY INSURANCE DISCLOSURE~~[inserted Text Ends]~~

[Inserted Text Begins]Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I have do not have ~~[CHECK APPROPRIATE ENTRY]~~ professional liability insurance.~~[inserted Text Ends]~~

13. [Inserted Text Begins]NO TAX ADVICE~~[inserted Text Ends]~~

[Inserted Text Begins]Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.~~[inserted Text Ends]~~

14. 8. [Deleted Text Begins] 10. ~~[Deleted Text Ends]~~ENTIRE AGREEMENT

~~[Deleted Text Begins]~~. ~~[Deleted Text Ends]~~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.

15. 9. [Deleted Text Begins] 11. ~~[Deleted Text Ends]~~SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

~~[Deleted Text Begins]~~. ~~[Deleted Text Ends]~~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.

16. 10. [Deleted Text Begins] 12. ~~[Deleted Text Ends]~~MODIFICATION BY SUBSEQUENT AGREEMENT

~~[Deleted Text Begins]~~. ~~[Deleted Text Ends]~~This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them~~[Deleted Text Begins]~~ or an oral agreement only to the extent that the parties carry it out~~[Deleted Text Ends]~~.

17. 11. [Deleted Text Begins] 13. ~~[Deleted Text Ends]~~EFFECTIVE DATE

~~[Deleted Text Begins]~~. ~~[Deleted Text Ends]~~This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

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. ~~{Deleted Text Begins}THE{Deleted Text Ends} CLIENT {Deleted Text Begins}SHALL{Deleted Text Ends}~~[Inserted Text Begins]WILL[inserted Text Ends] RECEIVE A FULLY EXECUTED ~~{Deleted Text Begins}DUPLICATE{Deleted Text Ends}~~[Inserted Text Begins]COPY[inserted Text Ends] OF THIS AGREEMENT.

DATED: _____
~~{Deleted Text Begins}STELLA KING{Deleted Text Ends}~~[Inserted Text Begins]CLIENT[inserted Text Ends]
Address: _____
Telephone: _____
[Inserted Text Begins] E-mail
Address: _____[inserted Text Ends]

DATED: _____
~~{Deleted Text Begins}CRANE, GARCIA & MOORE{Deleted Text Ends}~~[Inserted Text Begins]ATTORNEY OR LAW FIRM[inserted Text Ends]
By: _____
~~{Deleted Text Begins}Linda H. Garcia, Partner{Deleted Text Ends}~~ [Inserted Text Begins]ATTORNEY[inserted Text Ends]

Form No. 3
[Inserted Text Begins] **Sample Written Fee Agreement** [inserted Text Ends]³
Contingency Fee Agreement

[Inserted Text Begins] **LAW FIRM** [inserted Text Ends]
[Inserted Text Begins] **ADDRESS** [inserted Text Ends]
~~[Deleted Text Begins] CRANE [Deleted Text Ends]~~ [Inserted Text Begins] **CITY** [inserted Text Ends], ~~[Deleted Text Begins] GARCIA & MOORE [Deleted Text Ends]~~ [Inserted Text Begins] **STATE, ZIP** [inserted Text Ends]
~~[Deleted Text Begins] 441 Bauchet Street [Deleted Text Ends]~~ [Inserted Text Begins] **PHONE NUMBER** [inserted Text Ends]
~~[Deleted Text Begins] Los Angeles, CA 90012 [Deleted Text Ends]~~
~~[Deleted Text Begins] (213) 680-9600 [Deleted Text Ends]~~

(Date)

ATTORNEY-CLIENT ~~[Deleted Text Begins] CONTINGENCY [Deleted Text Ends]~~ **FEE AGREEMENT**

~~[Deleted Text Begins] CRANE, GARCIA & MOORE [Deleted Text Ends]~~ [Inserted Text Begins] **LAW FIRM OR ATTORNEY** [inserted Text Ends] ("Attorney") ~~[Deleted Text Begins]~~ ~~[Deleted Text Ends]~~ and ~~[Deleted Text Begins] STELLA KING [Deleted Text Ends]~~ [Inserted Text Begins] **CLIENT** [inserted Text Ends] ("Client") hereby agree that Attorney will provide legal services to ~~[Deleted Text Begins]~~ ~~[Deleted Text Ends]~~ Client ~~[Deleted Text Begins]~~ ~~[Deleted Text Ends]~~ on the terms set forth below.

1. ~~[Deleted Text Begins]~~ **1.** ~~[Deleted Text Ends]~~ **CONDITIONS**
~~[Deleted Text Begins]~~ ~~[Deleted Text Ends]~~ This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until [Inserted Text Begins]: (a) [inserted Text Ends] Client returns a signed copy of this Agreement ~~[Deleted Text Begins]~~ and ~~[Deleted Text Ends]~~ [Inserted Text Begins]; (b) Client [inserted Text Ends] pays the initial deposit [Inserted Text Begins] for costs [inserted Text Ends], if any, called for under Paragraph 7 ~~[Deleted Text Begins]~~ ~~[Deleted Text Ends]~~ [Inserted Text Begins]; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect as of [DATE]. [inserted Text Ends]
2. ~~[Deleted Text Begins]~~ **2.** ~~[Deleted Text Ends]~~ **SCOPE OF SERVICES** ~~[Deleted Text Begins]~~ ~~[Deleted Text Ends]~~ Client is hiring Attorney to represent Client in the matter of Client's claims against _____ [and possibly others as future investigation may indicate], arising

³ This sample written fee agreement form is intended to satisfy the basic requirements of Business & Professions Code Section 6147 but may not address varying contractual obligations which may be present in a particular case. The State Bar makes no representation of any kind, express or implied, concerning the use of these forms.

out of _____ which occurred on or about _____.~~[Deleted Text Ends]~~ [Inserted Text Begins] AND ATTORNEY'S DUTIES [inserted Text Ends]
[Inserted Text Begins] Client hires Attorney to provide legal services in the following matter:
[PROVIDE DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED]~~[inserted Text Ends]~~. Attorney will provide those legal services reasonably required to represent Client[Inserted Text Begins]. Attorney[inserted Text Ends] will take reasonable steps to keep Client informed of progress and [Inserted Text Begins]to respond to Client's inquiries.[inserted Text Ends] If a court action is filed, Attorney will represent Client ~~[Deleted Text Begins]~~until a settlement or judgment, by way of arbitration or trial, is reached. ~~Attorney will oppose any motion for a new trial or any other~~~~[Deleted Text Ends]~~[Inserted Text Begins]through trial and[inserted Text Ends] post-trial motions~~[Deleted Text Begins]~~ filed by an opposing party, or will make any appropriate post-trial motions on Client's behalf. After judgment, Attorney will not represent Client on any appeal, or in any proceeding to execute on the judgment, unless Client and Attorney agree that Attorney will provide such services and also agree upon additional fees, if any, to be paid to Attorney for such services.~~[Deleted Text Ends]~~[Inserted Text Begins]. This Agreement does not cover representation on appeal or in collection proceedings after judgment or proceedings regarding renewal of a judgment. A separate written agreement for these services or[inserted Text Ends] services in any [Inserted Text Begins]other[inserted Text Ends] matter not described above will ~~[Deleted Text Begins]~~require a separate written agreement.~~[Deleted Text Ends]~~[Inserted Text Begins]be required. Attorney is representing Client only in the matter described above. [inserted Text Ends]

This Agreement also does not include defending Client against, or representing Client in[Inserted Text Begins],[inserted Text Ends] any claims that may be asserted against Client as a cross-claim or counter-claim in Client's case. If any such matters arise later, Attorney and Client will either negotiate a separate agreement if Client and Attorney agree that [Inserted Text Begins]the[inserted Text Ends] Attorney will perform such additional legal work or Client will engage separate counsel with respect to the cross-claim or counter-claim or additional legal work.

3. [Inserted Text Begins] CLIENT'S DUTIES [inserted Text Ends]

~~[Deleted Text Begins]~~ **3. RESPONSIBILITIES OF THE PARTIES**~~[Deleted Text Ends]~~. Attorney will provide those legal services reasonably required to represent Client ~~[Deleted Text Begins]~~in prosecuting the claims~~[Deleted Text Ends]~~ described in Paragraph 2 ~~[Deleted Text Begins]~~and ~~[Deleted Text Ends]~~will take reasonable steps to keep Client informed of progress and ~~[Deleted Text Begins]~~developments, and to respond promptly to inquiries and communications.~~[Deleted Text Ends]~~ Client agrees to be truthful with Attorney~~[Deleted Text Begins]~~,~~[Deleted Text Ends]~~ [Inserted Text Begins]and not to withhold information. Further, Client agrees[inserted Text Ends] to cooperate, to keep Attorney informed of any information ~~[Deleted Text Begins]~~and~~[Deleted Text Ends]~~ [Inserted Text Begins]or[inserted Text Ends] developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills ~~[Deleted Text Begins]~~for costs~~[Deleted Text Ends]~~ on time, and to

~~[Deleted Text Begins]~~This sample written fee agreement form is intended to satisfy the basic requirements of Business & Professions Code Section 6147 but may not address varying contractual obligations which may be present in a particular case. The State Bar makes no representation of any kind, express or implied, concerning the use of these forms.~~[Deleted Text Ends]~~

keep Attorney advised of Client's address, telephone number and whereabouts[Inserted Text Begins]. Client will assist Attorney by timely providing necessary information and

documents[inserted Text Ends]. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims.

4. ~~2.~~[Deleted Text Begins] 4. ~~[Deleted Text Ends]~~LEGAL FEES

~~[Deleted Text Begins].~~~~[Deleted Text Ends]~~Attorney will only be compensated for legal services rendered if a recovery is obtained for Client. If no recovery is obtained, Client will be obligated to pay only for costs, disbursements and expenses, as described in Paragraph 6.

The fee to be paid to Attorney will be a percentage of the "net recovery," depending on the stage at which the settlement or judgment is reached. The term "net recovery" means: (1) the total of all amounts received by settlement, arbitration award or judgment, including any award of ~~[Deleted Text Begins]~~attorneys~~[Deleted Text Ends]~~[Inserted Text Begins]attorney's[inserted Text Ends] fees, (2) minus all costs and disbursements set forth in Paragraph 6. ~~[Deleted Text Begins]~~[Net recovery shall~~[Deleted Text Ends]~~[Inserted Text Begins]If another party is ordered by the court to pay Client's Attorney's fees and/or costs, that award will be part of Client's net recovery and the contingent fee will be based on the Client's total recovery, including the amount of the court ordered award of attorney's fees and/or costs. Net recovery will[inserted Text Ends] also include the reasonable value of any non-monetary proceeds.~~[Deleted Text Begins]~~~~[Deleted Text Ends]~~

Attorney's fee ~~[Deleted Text Begins]~~shall~~[Deleted Text Ends]~~[Inserted Text Begins]will[inserted Text Ends] be calculated as follows:

- (a) If the matter is resolved before filing a lawsuit or formal initiation of proceedings, then Attorney's fee will be _____[Inserted Text Begins][PROVIDE RATE][inserted Text Ends] percent (____%) of the net recovery;
- (b) If the matter is resolved prior to _____[Inserted Text Begins][PROVIDE NUMBER][inserted Text Ends] days before the ~~[Deleted Text Begins]~~date initially set for the~~[Deleted Text Ends]~~[Inserted Text Begins]initial[inserted Text Ends] trial or arbitration ~~[Deleted Text Begins]~~of the matter~~[Deleted Text Ends]~~[Inserted Text Begins]date.[inserted Text Ends] then Attorney's fee will be _____[Inserted Text Begins][PROVIDE RATE][inserted Text Ends] percent (____%) of the net recovery; and
- (c) If the matter is resolved after the times set forth in (i) and (ii), above, then Attorney's fee will be _____[Inserted Text Begins][PROVIDE RATE][inserted Text Ends] percent (____%) of the net recovery.

In the event of Attorney's discharge[Inserted Text Begins][inserted Text Ends] or withdrawal [Inserted Text Begins]with justifiable cause,[inserted Text Ends] as provided in Paragraph ~~[Deleted Text Begins]~~11~~[Deleted Text Ends]~~[Inserted Text Begins]13[inserted Text Ends], Client agrees that, upon payment of the settlement, arbitration award or judgment in Client's favor in this matter, Attorney ~~[Deleted Text Begins]~~shall~~[Deleted Text Ends]~~[Inserted Text Begins]will[inserted Text Ends] be entitled to be paid by Client a reasonable fee for the legal

services provided. Such fee ~~{Deleted Text Begins}shall{Deleted Text Ends}~~[Inserted Text Begins]will[inserted Text Ends] be determined by considering the following factors:

- ~~{Deleted Text Begins}(1) The actual number of hours expended by Attorney in performing legal services for Client; {Deleted Text Ends}~~
- ~~{Deleted Text Begins}(2) Attorney's hourly rates; {Deleted Text Ends}~~
- ~~{Deleted Text Begins}(3) The extent to which Attorney's services have contributed to the result obtained; {Deleted Text Ends}~~

[Inserted Text Begins](1)[inserted Text Ends] The amount of the fee in proportion to the value of the services performed;

[Inserted Text Begins](2) The relative sophistication of the Attorney and the Client;[inserted Text Ends]

[Inserted Text Begins](3) The novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly;[inserted Text Ends]

[Inserted Text Begins](4) The likelihood, if apparent to the Client, that the acceptance of the particular employment will preclude other employment by the Attorney;[inserted Text Ends]

[Inserted Text Begins](5)[inserted Text Ends] The amount ~~{Deleted Text Begins}of recovery{Deleted Text Ends}~~[Inserted Text Begins]involved and the results[inserted Text Ends] obtained;

[Inserted Text Begins](6) The[inserted Text Ends] time limitations imposed ~~{Deleted Text Begins}on Attorney {Deleted Text Ends}~~by [Inserted Text Begins]the[inserted Text Ends] Client or by the circumstances;~~{Deleted Text Begins}and{Deleted Text Ends}~~

[Inserted Text Begins](7) The nature and length of the professional relationship with the Client;[inserted Text Ends]

[Inserted Text Begins](8)[inserted Text Ends] The experience, reputation[Inserted Text Begins],[inserted Text Ends] and ability of ~~{Deleted Text Begins}personnel performing {Deleted Text Ends}~~the ~~{Deleted Text Begins}services.{Deleted Text Ends}~~[Inserted Text Begins]Attorney;[inserted Text Ends]

[Inserted Text Begins](9) The time and labor required;[inserted Text Ends]

[Inserted Text Begins](10) The informed consent of the Client to the fee.[inserted Text Ends]

5. ~~{Deleted Text Begins}~~ 5. ~~{Deleted Text Ends}~~NEGOTIABILITY OF [Inserted Text Begins]LEGAL[inserted Text Ends] FEES{Deleted Text Begins}.{Deleted Text Ends}

[Inserted Text Begins]Client understands that[inserted Text Ends] the rates set forth above are not set by law, but are negotiable between ~~[Deleted Text Begins]an [Deleted Text Ends]~~ Attorney and Client.

6. ~~3.~~ ~~[Deleted Text Begins]~~ ~~6.~~ ~~[Deleted Text Ends]~~ COSTS AND LITIGATION EXPENSES

~~[Deleted Text Begins]. [Deleted Text Ends]~~ Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses paid or owed by Client in connection with this matter, or which have been advanced by Attorney on Client's behalf and which have not been previously paid or reimbursed to Attorney.

Costs, disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, [Inserted Text Begins]interpreter/translator fees, outside[inserted Text Ends] photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witness, professional mediator, arbitrator and/or special master fees and other similar items. ~~[Deleted Text Begins]Except for the items listed below, costs and expenses will be charged at Attorney's[Deleted Text Ends]~~[Inserted Text Begins]Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – [] [PROVIDE RATE] cents per page; (3) facsimile charges – [] [PROVIDE RATE] cents per page; (4) messenger services – at cost; (5) postage at cost; and (6) computerized legal research at[inserted Text Ends] cost.

Client understands that if Client's case proceeds to court action or arbitration [Inserted Text Begins]and Client loses or is not the prevailing party, the court may award Attorney fees as well as some or all of the type of costs enumerated in this Paragraph 6 to the winning or prevailing party or parties. Payment of such attorney fees and costs will be the sole[inserted Text Ends] responsibility of Client.

[Deleted Text Begins]	In-office photocopying	/page[Deleted Text Ends]
[Deleted Text Begins]	Facsimile charges	/page[Deleted Text Ends]
[Deleted Text Begins]	Mileage	/mile[Deleted Text Ends]
[Deleted Text Begins]	Other:	[Deleted Text Ends]

Client understands that, as set forth in Paragraph 7 below, a deposit for costs may be required before the expenditure is made by Attorney.

To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment~~[Deleted Text Begins] unless one or both of the clauses below are initialed by Attorney[Deleted Text Ends].~~

Attorney ~~[Deleted Text Begins] shall[Deleted Text Ends]~~[Inserted Text Begins] will[inserted Text Ends] obtain Client's consent before incurring any costs in excess of \$ _____ [Inserted Text Begins] [PROVIDE AMOUNT][inserted Text Ends].

~~[Deleted Text Begins] Attorney shall[Deleted Text Ends] obtain Client's consent before [Deleted Text Begins] retaining outside investigators, consultants, or expert witnesses.[Deleted Text Ends]~~

If an award of fees and/or costs [Inserted Text Begins] to be paid by another party[inserted Text Ends] is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover, and does not determine what fees and/or costs Attorney is entitled to charge Client or that only the fees and/or costs which were allowed were reasonable.

Client [Inserted Text Begins] agrees that any award of fees and costs that may be awarded as discovery or other sanctions or pursuant to contract or statute will belong exclusively to Attorney. Client further[inserted Text Ends] agrees that, whether or not ~~[Deleted Text Begins] attorneys'[Deleted Text Ends]~~[Inserted Text Begins] attorney's[inserted Text Ends] fees or costs are awarded by the court in Client's case, Client will remain responsible for the payment, in full, of all ~~[Deleted Text Begins] attorneys'[Deleted Text Ends]~~[Inserted Text Begins] attorney's[inserted Text Ends] fees and costs in accordance with this Agreement.

~~[Deleted Text Begins] Additionally, [Deleted Text Ends] Client understands that if Client's case proceeds to court action or arbitration[Deleted Text Begins], Client may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the [Deleted Text Ends] responsibility of Client.~~

[Inserted Text Begins] The court may assess monetary sanctions, (including attorney fees and costs) against Client for bad faith conduct, including of discovery proceedings prior to trial, or inappropriate conduct during or even after trial. Any such award[inserted Text Ends] will be entirely the responsibility of Client.

[Inserted Text Begins] [inserted Text Ends]

7. ~~4.[Deleted Text Begins] 7. [Deleted Text Ends]~~ DEPOSIT

~~[Deleted Text Begins]. [Deleted Text Ends]~~ Client agrees to pay Attorney an initial deposit for costs of \$ _____ [Inserted Text Begins] [PROVIDE AMOUNT][inserted Text Ends], to be returned with this signed Agreement. Attorney will hold this initial deposit in a trust account. Client hereby authorizes Attorney to use that deposit to pay the costs, disbursements and other expenses incurred under this Agreement.

[Inserted Text Begins] Client agrees that Attorney's right to recover costs and expenses from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed [PROVIDE NUMBER] days after the date a bill is sent to Client. Client therefore authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay

Attorney's costs and expenses _____ [PROVIDE NUMBER] calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within _____ [PROVIDE NUMBER] days of sending the bill, Attorney's right to recover the amount that is identified in the objection will be deemed to be disputed, and Attorney will not withdraw the disputed costs and/or expenses from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than _____ [PROVIDE NUMBER] days after the date the bill is sent and after the funds have been withdrawn, Attorney will not be required to redeposit the disputed costs and/or expenses into the Client Trust Account during the pendency of the dispute.[inserted Text Ends]

When Client's deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$ _____ [Inserted Text Begins] [PROVIDE AMOUNT][inserted Text Ends].

Once a trial or arbitration date is set, Attorney will require Client to pay all sums then owing, and to deposit the costs Attorney estimates will be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees likely to be assessed. Those sums may exceed the maximum deposit.

Client agrees to pay all deposits required under this Agreement within ~~[Deleted Text Begins]10[Deleted Text Ends]~~[Inserted Text Begins] _____ [PROVIDE NUMBER][inserted Text Ends] days of Attorney's demand. Any deposit that is unused at the conclusion of Attorney's services will be [Inserted Text Begins]promptly[inserted Text Ends] refunded[Inserted Text Begins] to Client[inserted Text Ends].

~~[Deleted Text Begins] 8. MONTHLY BILLING STATEMENTS. [Deleted Text Ends] Attorney will send Client [Deleted Text Begins]monthly billing statements for costs, disbursements [Deleted Text Ends]and expenses incurred [Deleted Text Begins]in connection with this matter. Each statement [Deleted Text Ends]is to be paid in full within [Deleted Text Begins]15 days after the date of such statement.[Deleted Text Ends]~~

8. [Inserted Text Begins]BILLS FOR COSTS AND EXPENSES[inserted Text Ends]

Attorney will send Client [Inserted Text Begins]periodic bills for costs[inserted Text Ends] and expenses incurred[Inserted Text Begins]. Except as provided in Paragraph 7 ("Deposit"), each bill[inserted Text Ends] is to be paid in full within [Inserted Text Begins] _____ [PROVIDE NUMBER] days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.[inserted Text Ends]

9. ~~5.[Deleted Text Begins] 9. [Deleted Text Ends]~~[Inserted Text Begins]CLIENT [inserted Text Ends]APPROVAL NECESSARY FOR SETTLEMENT

~~[Deleted Text Begins]. [Deleted Text Ends]~~Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client

retains the absolute right to accept or reject any settlement. ~~[Deleted Text Begins]Client agrees to consider seriously any settlement offer Attorney recommends before making a decision to accept or reject such offer. Client agrees not to [Deleted Text Ends]make any settlement or compromise of any nature of any of Client's claims without [Deleted Text Begins]prior notice to Attorney.[Deleted Text Ends]~~

~~[Deleted Text Begins]10. LIMITATION OF REPRESENTATION[Deleted Text Ends].— Attorney is representing Client only [Deleted Text Begins]on [Deleted Text Ends]the matter described [Deleted Text Begins]in Paragraph 2. Attorney's representation does not include independent or related matters that may arise, including, among other things, claims for property damage, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy.[Deleted Text Ends]~~

10. [Inserted Text Begins]LIEN[inserted Text Ends]

This Agreement also does not include defending Client against, or representing Client in any claims that may be asserted against Client as a cross claim or counter claim in Client's case~~[Deleted Text Begins]. This Agreement does not apply to any other legal matters[Deleted Text Ends].~~ If any such matters arise later, Attorney and Client will either negotiate a separate agreement if Client and Attorney agree that Attorney will perform such additional legal work or Client will engage separate counsel with respect to the cross claim or counter claim or additional legal work.

~~6. [Deleted Text Begins] 11. [Deleted Text Ends]DISCHARGE AND WITHDRAWAL~~

~~[Deleted Text Begins]. [Deleted Text Ends]Client may discharge Attorney at any time[Deleted Text Begins], upon written notice to Attorney[Deleted Text Ends]. Attorney may withdraw [Deleted Text Begins]from representation of Client (a) with Client's consent, (b) upon court approval, or (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.[Deleted Text Ends]~~

~~[Deleted Text Begins]Notwithstanding Attorney's withdrawal or [Deleted Text Ends]Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay Attorney for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by Client after conclusion of Attorney's services, Client remains obligated to pay Attorney for the reasonable value of all services rendered from the effective date of this Agreement to the date of discharge.~~

~~7. [Deleted Text Begins] 12. [Deleted Text Ends]CONCLUSION OF SERVICES~~

~~[Deleted Text Begins]. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs to apply to such unpaid charges. After Attorney's services conclude, upon request, Client's file and property will be delivered to Client, or Client's other attorney, whether or not Client has paid any fees and/or costs owed to Attorney.[Deleted Text Ends]~~

~~[Deleted Text Begins]~~ **13. LIEN.** ~~Client hereby grants [Deleted Text Ends]~~ Attorney [Inserted Text Begins]has[inserted Text Ends] a lien on any and all claims ~~[Deleted Text Begins]or causes of action [Deleted Text Ends]~~ that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid costs, or ~~[Deleted Text Begins]attorneys'[Deleted Text Ends]~~[Inserted Text Begins]attorney's[inserted Text Ends] fees, at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. ~~[Deleted Text Begins]The[Deleted Text Ends]~~[Inserted Text Begins]An[inserted Text Ends] effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case[Inserted Text Begins]. In the event Attorney withdraws from representing Client without cause, Attorney will not be entitled to any lien for fees. The lien will exist and attach to any recovery only for costs already advanced by Attorney pursuant to Paragraph 6[inserted Text Ends]. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's own choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.

_____ (Client initials here) _____ (Attorney initials here)

11. [Inserted Text Begins]PROFESSIONAL LIABILITY INSURANCE DISCLOSURE[inserted Text Ends]

[Inserted Text Begins]Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I _____ have _____ do not have [SELECT APPROPRIATE RESPONSE] professional liability insurance.[inserted Text Ends]

12. [Inserted Text Begins]NO TAX ADVICE[inserted Text Ends]

[Inserted Text Begins]Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.[inserted Text Ends]

13. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw [Inserted Text Begins]with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's costs and expenses as required by this Agreement.

only~~[Deleted Text Begins]. Client acknowledges that Attorney has made no promise or guarantees about the outcome.[Deleted Text Ends]~~[Inserted Text Begins], are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of costs and expenses given by Attorney will not be a limitation on costs and expenses or a guarantee that costs and expenses will not exceed the amount of the deposit or estimate. Actual costs and expenses may vary significantly from estimates given. [inserted Text Ends]

17. ~~10.~~ ~~[Deleted Text Begins]~~ ~~16.~~ ~~[Deleted Text Ends]~~ ENTIRE AGREEMENT

~~[Deleted Text Begins]. [Deleted Text Ends]~~ 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.

18. ~~11.~~ ~~[Deleted Text Begins]~~ ~~17.~~ ~~[Deleted Text Ends]~~ SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

~~[Deleted Text Begins]. [Deleted Text Ends]~~ 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.

19. ~~12.~~ ~~[Deleted Text Begins]~~ ~~18.~~ ~~[Deleted Text Ends]~~ MODIFICATION BY SUBSEQUENT AGREEMENT

~~[Deleted Text Begins]. [Deleted Text Ends]~~ This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both ~~[Deleted Text Begins] of them or an oral agreement only to the extent that the [Deleted Text Ends] parties [Deleted Text Begins] carry it out [Deleted Text Ends]~~.

20. ~~13.~~ ~~[Deleted Text Begins]~~ ~~19.~~ ~~[Deleted Text Ends]~~ EFFECTIVE DATE

~~[Deleted Text Begins]. [Deleted Text Ends]~~ This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of the Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

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. THE CLIENT ~~{Deleted Text Begins}~~SHALL~~{Deleted Text Ends}~~[Inserted Text Begins]WILL[inserted Text Ends] RECEIVE A FULLY EXECUTED ~~{Deleted Text Begins}~~DUPLICATE~~{Deleted Text Ends}~~[Inserted Text Begins]COPY[inserted Text Ends] OF THIS AGREEMENT.

DATED: _____
~~{Deleted Text Begins}~~STELLA KING~~{Deleted Text Ends}~~[Inserted Text Begins]CLIENT[inserted Text Ends]
Address: _____
Telephone: _____
[Inserted Text Begins] E-mail _____
Address: _____[inserted Text Ends]

DATED: _____
~~{Deleted Text Begins}~~CRANE, GARCIA & MOORE~~{Deleted Text Ends}~~[Inserted Text Begins]LAW FIRM NAME[inserted Text Ends]
By: _____
~~{Deleted Text Begins}~~Linda H. Garcia, Partner~~{Deleted Text Ends}~~[Inserted Text Begins]ATTORNEY[inserted Text Ends]