

AGREEMENT FOR ATTORNEY SERVICES

(Hourly Fee)

_____, hereinafter collectively referred to as "CLIENT," agrees jointly and severally to pay LAW OFFICES OF EUGENE E. KINSEY, hereinafter referred to as "ATTORNEYS," the sums specified below for the following services: _____

IT IS EXPRESSLY AGREED THAT ATTORNEYS SHALL NOT BE OBLIGATED TO PERFORM SERVICES FOR CLIENT IN CONNECTION WITH ANY APPEAL OF HIS/HER CASE.

1. INITIAL RETAINER: (\$WAIVED) Immediately upon execution of this Agreement, Client shall pay to Attorneys an initial retainer in the amount specified in this Paragraph. This initial retainer is a FEE FOR INITIAL CONSULTATION, ACCEPTANCE OF THE CASE OR OTHER UNDERTAKING, AND CREATION OF A NEW FILE ONLY. THE INITIAL ATTORNEY RETAINER IS **NOT REFUNDABLE** AND SHALL NOT BE APPLIED TO ANY HOURLY FEE.

2. HOURLY FEE FOR ATTORNEY TIME: (\$300.00) In addition to the initial attorney retainer and additional flat fee specified below, Client promises to pay to Attorneys a fee of \$300.00 per working hour for each and every hour spent by a licensed attorney working on the above-described matter including but not limited to phone time, investigation, research, drafting, travel and court time. **MINIMUM BILLING:** Said hourly fee shall be billed in increments of no less than .25 hours; i.e. **Client shall be billed for .25 hours for each billable period of .25 hours OR PART THEREOF.**

5. FLAT FEE: (\$NOT APPLICABLE) In addition to other fees specified in this Agreement, Client shall pay to Attorneys the flat fee specified in this Paragraph for the following services: NOT APPLICABLE

6. MINIMUM ATTORNEY FEE & ADVANCE PAYMENT: Client shall pay to Attorneys the minimum fee indicated below for the above-described services, exclusive of any and all costs of suit. Client understands that the said Minimum Fee is the least that Client shall pay to Attorneys for the above-described services and that the total fee to be incurred by Client may exceed the said Minimum Fee. The minimum fee is **EARNED UPON RECEIPT AND IS NOT REFUNDABLE.**

	MINIMUM FEE	TO BE PAID IN ADVANCE
INITIAL RETAINER	\$ _____	\$ _____
HOURLY ATTORNEY FEE	\$ _____	\$ _____
OTHER HOURLY FEES	\$ _____	\$ _____
FLAT FEE	\$ _____	\$ _____
TOTALS:	\$ _____	\$ _____

7. COSTS OF SUIT TO BE PAID BY CLIENT: In addition to attorney fees described above Client agrees to pay all costs which are reasonably necessary to perform the above-described service or to prosecute any court action which may be brought on behalf of Client in this matter or which are otherwise reasonably necessary in the representation of Client. Costs include but are not limited to court costs, process service fees, expenses of investigation, expenses of medical examination, computer database access, and the cost of obtaining and presenting evidence. Client shall immediately upon execution of this Agreement advance to Attorneys the sum described in this Paragraph for costs to be **placed in a trust account** for the benefit of Client. All costs which are not used **ARE REFUNDABLE.**

Client shall pay into client's trust account the following estimated costs of suit in advance:

INITIAL COURT FILING FEE	\$ _____
MOTION FILING FEES	\$ _____
PROCESS SERVER'S FILING & SERVICE FEES	\$ _____

FAX FILING FEES	\$ _____
ELECTRONIC FILING FEES	\$ _____
COURTCALL PHONE APPEARANCE FEES	\$ _____
COURT REPORTER'S FEES	\$ _____
MISCELLANEOUS	\$ _____
TOTALS:	\$ _____

Note: The above costs of suit are estimates only. Client may incur additional costs of suit.

8. PAYMENT OF FEES & COSTS OF SUIT: Client promises to pay Attorneys all sums due in full on or before the **fifth day after billing**. Should client fail to make any payment when due, Attorneys are authorized to withdraw from Client's trust account and pay the amount of any such payment to Attorneys without prior notice to client. The form of payment shall be as follows:

Attorney Fees: By check, cashier's check, or credit card
 Costs of Suit: By **separate check** or cashier's check

Replenishment Of Trust Account: Immediately upon request of Attorneys, except for the initial Court filing fee, Client shall replenish Client's trust account in an amount equal to any amounts expended on Client's behalf.

9. CREDIT CARD AUTHORIZATION: Client authorizes Attorneys to debit any credit card to which Client is signatory including but not limited to the following a) immediately for any returned check and/or b) for any and all sums due and unpaid on the Thirtieth (30th) day after the due date thereof:

Card:
 Number:
 Holder:
 Expiration:
 Billing Address:
 Pin:

10. ADVANCEMENT OF ESTIMATED TRIAL FEES & COSTS UPON NOTICE OF TRIAL (LITIGATION MATTERS ONLY): Should a court action be prosecuted by Attorneys in connection with the above-described matter(s), within ten (10) days of receipt by Attorneys of notice of a trial date, Client promises to advance to Attorneys 1) all attorney fees and costs then due and unpaid and 2) all attorney fees and costs which Attorneys estimate will be incurred by client in the preparation for and prosecution of the trial. Should Client fail to advance the fees and costs described in this Paragraph when due, Attorneys, at their option, shall be permitted to withdraw from representation of Client and Client, upon the exercise of such option by Attorneys, shall sign all documents and do all things reasonably necessary to accomplish such withdrawal.

11. AUTHORIZATION FOR WITHDRAWAL FROM TRUST ACCOUNT: Attorneys are authorized to withdraw and disburse from Client's trust account such sums as are reasonably necessary to pay costs of suit brought on behalf of Client and which are reasonably necessary to pay Attorney fees as they are incurred.

12. LATE SERVICE CHARGE: If any payment or portion thereof due under this Agreement is not received by Attorneys within ten (10) days after the due date thereof, Client agrees to pay Attorneys, in addition to the payment due, a late service charge of five percent (5%) of the amount of such payment due and unpaid.

13. LIEN (LITIGATION OR CLAIM ONLY): Client hereby grants Attorneys a lien on any and all claims or causes of action that are the subject of Attorneys' representation under this Contract. Attorneys' lien will be for any sums due and owing to Attorneys at the conclusion of Attorneys' services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

14. DISCLAIMER OF GUARANTEE: Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

15. ATTORNEY FEES FOR COLLECTION FROM CLIENT: In case suit or action is instituted to collect any sums due under this Agreement, Client agrees to pay such additional sum over and above the amount of Client's indebtedness to Attorneys as the court may adjudge reasonable as Attorney fees incurred in such suit or action.

16. ARBITRATION: Any dispute between the parties as to attorney fees and/or costs charged under this Contract shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide Client with written notice of Client's right to arbitrate under the California State Bar Act (Bus.&Prof.C. §6200 et seq.). Client and Attorney may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved by another form of binding arbitration. Any other dispute arising under this Contract or in connection with the provision of legal services by Attorney, including, without limitation, any claim for breach of contract, professional negligence or breach of fiduciary duty, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

17. EFFECTIVE DATE: This agreement will not take effect and Attorneys shall have no obligation to provide legal services until Client both 1) returns to Attorneys a signed copy of this agreement and, 2) makes the entire advance payment specified in Paragraph 6 herein.

BY SIGNING THIS CONTRACT IN THE SPACE PROVIDED BELOW, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT TO ARBITRATE RESULTS IN WAIVER OF CLIENT'S RIGHT TO A COURT OR JURY TRIAL FOR ANY FEE DISPUTE OR MALPRACTICE CLAIM. THIS ALSO MEANS THAT CLIENT IS GIVING UP CLIENT'S RIGHT TO DISCOVERY AND APPEAL. IF CLIENT LATER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO DO SO, CLIENT MAY BE REQUIRED TO ARBITRATE PURSUANT TO THE PROVISIONS OF THE LAW. CLIENT ACKNOWLEDGES THAT BEFORE SIGNING THIS CONTRACT AND AGREEING TO BINDING ARBITRATION CLIENT IS ENTITLED, AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY, TO SEEK THE ADVICE OF INDEPENDENT COUNSEL. (Initials: _____)

EXECUTED at Seal Beach, California on _____.

CLIENT(S):

ATTORNEYS:

EUGENE E. KINSEY