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Pleasanton, California 94588  
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## LITIGATION ATTORNEY-CLIENT FEE AGREEMENT

Date: \_\_\_\_\_

This document (the "agreement") is the written attorney-client fee agreement that California requires lawyers to have with their clients. We, **JGPC BUSINESS LAW ("JGPC")**, FEN: 94-3226007, will provide legal services to you \_\_\_\_\_ ("**Client**") on the terms set forth below.

1. **CONDITIONS.** This agreement will not take effect, and JGPC will have no obligation to provide legal services, until Client returns a signed copy of this agreement and pays the initial deposit called for under paragraph 4.

2. **SCOPE OF SERVICES.** Client hires JGPC to provide legal services in connection with review, analysis and advice to Client regarding \_\_\_\_\_

\_\_\_\_\_  
Attorney will 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 execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement.

Until Client and JGPC make a different agreement in writing, this agreement will govern all services JGPC may perform for Client. JGPC shall diligently represent Client and conform to the Rules of Professional Conduct of the State Bar of California and the duties of attorneys as set forth in Section 6068 of the Business and Professions Code.

3. **CLIENT'S DUTIES.** Client agrees to be truthful with JGPC, to cooperate, to keep JGPC informed of relevant information and developments, to abide by this agreement, to pay JGPC's bills on time and to keep JGPC advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **DEPOSIT.** Client agrees to pay JGPC an initial refundable deposit of \$\_\_\_\_\_. The hourly fees for JGPC' lawyers and paralegals and other charges and costs will be charged against the deposit. The initial deposit, as well as any future deposit, will be held in a trust account. Client authorizes JGPC to use that fund to pay the hourly fees and other charges and

costs as they are incurred. Payments from the account will be made upon remittance to Client of a billing statement. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

JGPC reserves the right to demand further deposits reasonably necessary to cover anticipated attorney fees, costs and expenses during the course of representing Client and before a trial or arbitration date is set. Once a trial or arbitration date is set, Client shall pay all sums then owing and deposit the attorney's fees, costs and expenses 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 10 days of JGPC'S demand. Legal services may be interrupted or terminated unless the Client deposits are timely made. Unless otherwise agreed in writing, any unused deposit at the conclusion of JGPC'S services will be refunded.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the billable hour at JGPC'S prevailing rates for time spent on Client's projects by JGPC'S legal personnel. JGPC'S current hourly rates for attorneys and other members of JGPC'S professional staff are based on an individual's efficiency, expertise and experience. Currently JGPC'S base billing rates range from \$200.00/hr. to \$400.00/hr. for partners and associates. JGPC'S hourly rates for law clerks, legal assistants and paralegals range from \$75.00/hr. to \$175.00/hr. JGPC reserves the right to raise the hourly rates of its attorneys and other legal staff upon a minimum of thirty (30) days advanced notice to Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel 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. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

**6. COSTS AND OTHER CHARGES.** JGPC may incur various costs and expenses in performing legal services under this agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include filing fees, document search and copying fees, fees fixed by law or assessed by courts and other agencies, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, word processing charges, out of pocket charges for computer time and other similar items. All costs and expenses will be charged at JGPC'S cost. JGPC is hereby authorized and directed to employ such specialists as may be required, such as expert consultants, investigators, accountants, clerical staff, and other attorneys to aid and assist JGPC in serving the Client.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. **BILLING STATEMENTS.** A monthly billing summarizing services performed, fees charged, and costs incurred shall be provided to Client. **Payment is due within 15 days of issuance of the bill and balances outstanding for 30 days shall be deemed delinquent.** Client agrees that delinquent status may, at the election of JGPC, result in an interruption or termination of service. A finance charge will be assessed against balances remaining due beyond 30 days. This finance charge is calculated on the statement by multiplying the monthly periodic rate of 0.833% (10% annual percentage rate) by the principal balance of 30 days past due (previous finance charges are excluded). All attorney time and paralegal time necessary to collect past due balances, whether or not legal proceedings are initiated, shall be charged to Client at the established hourly rates. In the event that a legal proceeding is brought on an outstanding balance, the prevailing party shall be entitled to reasonable costs and attorneys' fees in accordance with paragraph 10; in the event that JGPC represents itself during such a proceeding and is the prevailing party, JGPC shall be entitled to an award of attorneys' fees equivalent to its established rate for such services.

8. **DISCHARGE AND WITHDRAWAL.** Client may discharge JGPC at any time. JGPC may withdraw with Client's consent or for good cause. Good cause includes breach of this agreement, Client's refusal to cooperate with JGPC or to follow JGPC'S advice on a material matter or any other fact or circumstances that would render JGPC's continuing representation unlawful or unethical. When JGPC'S services conclude, all unpaid charges will immediately become due and payable. After JGPC'S services conclude, JGPC will, upon Client's request, deliver Client's file to Client, along with any funds or property of Client in JGPC'S possession.

9. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in JGPC'S statements to Client should be construed as a promise or guarantee about the outcome of work to be performed for Client. JGPC makes no promises or guarantees. Client recognizes that JGPC can only use JGPC'S best efforts and diligence and that JGPC does not guarantee the results of any representation or the time and/or resources that it will take to complete any project. JGPC'S attorney comments about the outcome of Client's project are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

10. **RESOLUTION OF DISPUTES.** Prior to commencing any court action for recovery of JGPC'S fees and costs under this agreement, JGPC shall forward a written notice to Client, informing Client of Client's right to arbitration as provided in Section 6201 of the Business & Professions Code. Client will have thirty (30) days after receipt of said notice to request arbitration of the dispute. Client's failure to request arbitration within the specified time shall be deemed a waiver of Client's right to arbitration, entitling JGPC to commence a court action under this agreement.

In the event that Client shall have any claim against JGPC relating to any alleged error or omission of the attorney or the performance of the duties on Client's behalf, JGPC shall have a reciprocal right to elect to submit said claim to arbitration under the rules of the American Arbitration Association. Client does expressly agree that any issue which is subject to arbitration under this agreement shall not constitute a defense to any claim by JGPC for fees or costs advanced hereunder, but shall be arbitrated in a separate proceeding.

In the event that it becomes necessary for a suit to be brought to enforce any of the terms of this agreement, it is agreed that the jurisdiction and venue shall be in a court of competent jurisdiction in the County of Alameda, State of California, and the prevailing party shall be entitled to all costs incurred as well as attorney's fees.

11. **EFFECTIVE DATE.** This agreement will take effect when Client has satisfied the conditions stated in paragraph 1, but its effective date will be retroactive to the date JGPC first provided services to Client. 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 JGPC the reasonable value of any services JGPC may have performed for Client.

12. **ENTIRE AGREEMENT.** This document contains the entire agreement between the parties and there are no representations or warranties not herein contained.

13. **FILE RETENTION.** After our services conclude, JGPC will upon client's request deliver the file for this matter to client along with any funds or property of clients in our possession. If client does not request the file for this matter, we will retain it for a period of five (5) years after this matter is closed. If client does not request delivery of the file for this matter before the end of the five-year period, we will have no further obligation to retain the file, and may, at our discretion, destroy it without further notice to client.

### **JGPC BUSINESS LAW**

By \_\_\_\_\_  
JAMES H. GULSETH, President

I/We have read and understood the foregoing terms and agree to them as of the date **JGPC BUSINESS LAW** first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this agreement.

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(Please see Client signatures on next page)

CLIENT(S):

\_\_\_\_\_  
Print Client Name  
By: \_\_\_\_\_

\_\_\_\_\_  
Print Client Name  
By: \_\_\_\_\_

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Print Client Name  
By: \_\_\_\_\_

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