

## **SAMPLE ATTORNEY FEE AGREEMENT**

Note: The following Attorney Fee Agreement form is a sample only and is appropriate only for cases estimated to take no more than 20 hours of attorney time. It provides for advance payment of a minimum, nonrefundable attorney fee of \$3,600 covering the first 12 hours of attorney time at \$300 per hour plus all costs of litigation. More complex cases will likely require a higher minimum fee.

## KINSEY LAW OFFICES

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**Instructions:** Complete this Agreement and either scan and e-mail to [kinseye@ix.netcom.com](mailto:kinseye@ix.netcom.com) or fax to (562 596-0298). The Agreement is effective when signed by Attorneys and Client's payment has been received.

## AGREEMENT FOR ATTORNEY SERVICES

(Representation As Attorney Of Record – Southern California Area Only)

\_\_\_\_\_ [Client Name], hereinafter referred to as "CLIENT," agrees jointly and severally to pay LAW OFFICES OF EUGENE E. KINSEY (hereinafter "Attorneys") the sums specified below for the following services:

____ Representation Of Plaintiff(s) ("Plaintiff" is the party first filing the lawsuit)	Describe: _____ _____ _____
____ Representation Of Defendant(s) ("Defendant" is the party answering a lawsuit)	Case Title: _____ Case #: _____ Court: _____
____ Other	Describe: _____ _____ _____

### Client Information:

Client #1	Client #2
<b>Note: If Attorneys represent more than one client, each must date and sign the waiver of potential conflicts of interest contained in paragraph 11 of this Agreement.</b>	
Name: _____ Address: _____ _____ _____ Zip: _____	Name: _____ Address: _____ _____ _____ Zip: _____
Phones: Bus: (____) _____ Cell: (____) _____ Hm: (____) _____ Fax: (____) _____	Phones: Bus: (____) _____ Cell: (____) _____ Hm: (____) _____ Fax: (____) _____
E-Mail: _____	E-Mail: _____

**1. INITIAL RETAINER WAIVED: (\$WAIVED)** Client shall pay no retainer fee.

**2. NO FLAT FEE:** Client agrees to pay to Attorneys an hourly fee – not a flat fee.

**3. HOURLY FEE FOR ATTORNEY TIME: (\$300.00 Per Hour)** 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.**

**4. PAYMENT OF FEES:** 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.

**5. JOINT AND INDIVIDUAL RESPONSIBILITY FOR PAYMENT OF FEES AND COSTS TO ATTORNEYS (In Cases Involving Multiple Clients):** Each client shall be jointly and individually responsible for payment of all fees and costs. Should one client fail to pay his or her share of fees and costs, the other party shall be responsible for the payment to Attorneys of the fees of the defaulting party.

**6. MINIMUM NONREFUNDABLE ADVANCE PAYMENT:** Client shall pay to Attorneys the minimum fee indicated below for the first twelve (12) hours of attorney time, 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, should Attorneys be required to spend more than twelve (12) hours representing client, the total fee to be incurred by Client will exceed the said Minimum Fee. The minimum fee is **EARNED UPON RECEIPT AND IS NOT REFUNDABLE**. Should Client choose not to use he first twelve (12) hours of attorney time or should client's matter be completed in less than twelve (12) hours, the minimum advance payment for unused hours shall not be refunded to Client and shall be retained by Attorneys.

	MINIMUM FEE		TO BE PAID IN ADVANCE
INITIAL RETAINER	\$-0-	\$-0-	
FLAT FEE	\$-0-	\$-0-	
HOURLY ATTORNEY FEE	\$3,600		\$3,600
<b>TOTALS:</b>	<b><u>\$3,600</u></b>		<b><u>\$3,600</u></b>

**7. LITIGATION COSTS TO BE PAID BY CLIENT: (Minimum \$395 Court Filing Fee Plus Cost Of Process Service)** 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, expert witness fees, computer database access, and the cost of obtaining and presenting evidence.

**Advancement Of Initial Court Filing Fee:** Immediately upon execution of this Agreement, Client shall deliver to Attorneys a separate check for the initial Court filing fee in the amount of \$395.00 made to "Clerk Of The Court" This check will be delivered by Attorneys to the Court with Clients initial documents.

**Payment Of Fees For Service Of Process:** After Client's initial documents are filed with the Court, they must be served on the opposing party. Client may choose to have the documents served by Attorneys' process server or by some other party. (Client MAY NOT serve the documents him/herself). Should Client choose to have the documents served by Attorneys' process server, Attorneys shall contact Client with information concerning the cost of the service and the name of the process server. Client's check for process server shall be made to the process server and not to Attorneys.

**8. CREDIT CARD AUTHORIZATION (OPTIONAL):** At Client's option, payment of fees may be made by credit card. (Visa, MasterCard, American Express, Discover) By entering the information below, Client authorizes Attorneys to debit the credit card described below for all services rendered to Client.

Client #1	Client #2
Card (Visa, Amex, Etc.): _____	Card (Visa, Amex, Etc.): _____
Holder (Name on Card): _____	Holder (Name on Card): _____
Number: _____	Number: _____
Expiration Date: _____	Expiration Date: _____
Pin (back of card): _____	Pin (back of card): _____
Billing Address: _____	Billing Address: _____
_____	_____
_____	_____

**9. 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.

**10. 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.

**11. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST – CONSENT TO JOINT REPRESENTATION (In Cases Involving Multiple Clients Only):** Clients desire that Attorneys jointly represent both clients. Joint representation may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues related to the Case are, or may become, inconsistent with the interests and objectives of the other. Attorneys' representation of multiple interests has significant implications which both parties should consider. For example, rather than vigorously asserting a single client's interest on an issue, there likely will be a balancing of interests between the parties. Terms that are advantageous to one party are typically disadvantageous to the other party. Further, in the event of a dispute between the parties, Attorneys may be precluded from representing either party without first obtaining the informed written consent of all concerned.

Rule 3-310 of the California Rules of Professional Conduct provides that Attorneys may not jointly represent clients with actual or potential conflicts of interests unless they first waive such conflicts in writing. Clients acknowledge that they have been advised of the Rule and of the potential conflicts associated with their respective interests and that they nevertheless desire Attorneys to jointly represent them in connection with the matters described above.

Each party remains completely free to seek other counsel at any time even if he/she signs the consent set forth below. Should either party have any questions concerning this disclosure or the consent below they are urged to discuss them with their own counsel before signing the consent and waiver.

**WAIVER OF CONFLICTS OF INTEREST AND CONSENT TO JOINT REPRESENTATION:** Each party understands that there exist potential conflicting interests in the above-described matter and Attorneys have informed both parties of the possible consequences of these conflicts. Both parties also understand that they have the right to and have been encouraged to consult independent counsel before signing this consent.

Each of the undersigned nevertheless desires representation by Attorney to the extent described above and, therefore, consents and gives approval to such representation.

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

Client #1: \_\_\_\_\_

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

Client #2: \_\_\_\_\_

**12. 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.

**13. 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.

**BY SIGNING THIS CONTRACT, 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.**

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

**EXECUTED** at Seal Beach, California.

**CLIENT(S):**

**ATTORNEYS:**

**Date:** \_\_\_\_\_  
CLIENT #1

**Date:** \_\_\_\_\_  
KINSEY LAW OFFICES

**Date:** \_\_\_\_\_  
CLIENT #2