

KINSEY LAW OFFICES

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Attorney at Law

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Instructions: Complete this Agreement and either scan and e-mail to 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

(Limited Scope Representation – Attorney Assisted Legal Services)

_____ [Client Name] hereinafter collectively referred to as "CLIENT," agrees jointly and severally to pay KINSEY LAW OFFICES, hereinafter referred to as "ATTORNEYS," the sum of Seven Hundred And Fifty Dollars (\$750) for the services described below.

Client Name: _____

Address: _____

Zip: _____

Phone: Home: (____) ____-____ Cell: (____) ____-____

Fax: (____) ____-____

E-Mail: _____

Recitals

A. Client is requesting consulting and document preparation services from Attorneys in connection with a pending [**Check one**]:

- Dissolution of Marriage
- Dissolution of Domestic Partnership
- Legal Separation
- Annulment of Marriage.
- Domestic Violence

B. Client desires to retain Attorney to prepare the documents specified below and to provide Client with two (2) hours of attorney legal research and consultation time Client regarding legal issues in Client's case and procedures to file and serve those documents **but not to appear in court in client's case as attorney for Client.**

C. Client desires to take responsibility for representation in the case and all necessary court appearances in connection with all issues not undertaken by the terms of this Agreement by Attorneys.

Agreement

1. CLIENT RESPONSIBILITIES AND CONTROL: Client intends to retain control over all aspects of the case except those specifically assigned to Attorney by the express written terms of this Agreement and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. Client agrees to:

- a. Cooperate with Attorneys by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b. Keep Attorneys advised of Client's concerns and any information that is pertinent to Client's case;
- c. Provide Attorneys with copies of all pleadings and correspondence to and from Client regarding the case;
- d. Immediately provide Attorneys with any new pleadings or motions received from the other party; and
- e. Keep all documents related to the case in a file for review for Attorneys.

2. LIMITED SCOPE OF SERVICES TO BE PERFORMED BY ATTORNEYS: Client seeks the services from Attorneys as set for the in the "*Tasks and Issues To Be Apportioned*" checklist attached as Exhibit A to this agreement. Client and attorneys shall designate the services to be rendered by Attorney by writing the word "Yes" in the "Attorneys Shall Do" column next to the services they agree Attorneys will do, and shall designate the services Client shall undertake himself/herself by writing the word "Client" under the "Client to Do" column next to those services. If a service is to be rendered by another attorney or some other third person, the words "Other Attorney" or other similar designation shall be written in the blank opposite the service.

3. MODIFICATION OF SCOPE MUST BE IN WRITING: Client may request that Attorneys provide additional services. If Attorney agrees to provide additional services, those additional services must be specifically listed in an amendment to this agreement and initialed and dated by both parties. The date that both Attorneys and Client initial any such list of additional services to be provided will be the date on which Attorneys becomes responsible for providing those additional services. If Client decides to retain Attorneys as Client's attorney of record for handling the entire case on Client's behalf, Client and Attorneys will enter into a new written agreement setting forth that fact as well as Attorneys' additional responsibilities in Client's case.

4. CLIENT'S RIGHT TO SEEK ADVICE OF OTHER COUNSEL: Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in Exhibit A and successor exhibits detailing the scope of representation that are identified with the word "Client" at any time during or following this Limited Representation Agreement.

5. CLIENT TO REPRESENT HIMSELF/HERSELF IN COURT: It is the intention of Attorneys and Client that Attorney shall only perform those services specifically requested of Attorneys. Client understands and agrees that Client will act as his/her attorney of record, will make all court appearances himself/herself, and that Attorneys will not act as Client's attorney of record and will make no Court appearances on behalf of Client.

6. NONREFUNDABLE FLAT FEE FOR LIMITED SCOPE LEGAL SERVICES: (\$750.00) Immediately upon execution of this Agreement, Client shall pay to Attorneys the sum of Seven Hundred And Fifty Dollars (\$600.00) for preparation of the documents described in Exhibit A plus two (2) hours of document review and attorney legal research and consultation time Client regarding legal issues in Client's case and procedures to file and serve those documents. . This sum is a FEE FOR ACCEPTANCE OF THE CASE, CREATION OF A NEW FILE, IS **NOT REFUNDABLE**, AND SHALL NOT BE APPLIED TO ANY HOURLY FEE. Should Client choose not to use the flat fee limited scope services described in Exhibit A, he/she shall not be entitled to a refund of any part of the flat fee.

7. OPTIONAL HOURLY FEE FOR ATTORNEY CONSULTATION TIME OVER TWO

HOURS: (\$300.00) The flat fee described above includes preparation of the documents described in Exhibit A plus two (2) hours of document review and attorney consultation time Client regarding legal issues in Client's case and procedures to file and serve those documents. Without a specific written agreement, Attorneys have no obligation to provide any services other than those described herein and Client has no obligation to pay no more than the flat fee described in Paragraph 6 unless the parties sign a separate written agreement providing for additional services. However, should Client desire more than two (2) hours of consultation time, the parties will execute a separate written agreement providing for payment to Attorneys at a rate of Three Hundred Dollars (\$300.00) per hour.

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 services rendered to Client.

Card (Visa, Amex, etc.): _____
Card Number: _____
Holder's Name On Card: _____
Expiration Date : _____
Billing Address: _____
Pin: _____

9. 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.

10. 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.

11. 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.

12. ACKNOWLEDGMENT: Client acknowledges that he/she has carefully read this agreement and understands all of its provisions. Client signifies his/her agreement with the following statements by **initialing each one:**

Initial Each Item:

- _____ Client understands and accepts the limitations on the scope of Attorneys' responsibilities identified in Exhibit A to this agreement and understands that Attorney will not be responsible for Client's conduct in handling his/her] own case.
- _____ Client will pay Attorneys for services in the manner described in this Agreement.
- _____ Client understands and agrees that he/she has agreed to pay a minimum nonrefundable fee to attorney of Six Hundred Dollars (\$600), all of which is earned upon receipt by Attorney.

- _____ Client understands and agrees that any disputes between Client and Attorney will be resolved in arbitration and not by court action.
- _____ Client understands and agrees that any amendments to this agreement must be in writing.
- _____ Client acknowledges that he/she has been advised by Attorney that he/she has the right to consult with another independent attorney to review this agreement and to advise Client on his/her rights as a client before signing this agreement.

EXECUTED at Seal Beach, California.

Date: _____ **[Insert Date]**

CLIENT(S):

ATTORNEYS:

CLIENT SIGNATURE

KINSEY LAW OFFICES

EXHIBIT A TO LIMITED SCOPE AGREEMENT

TASKS AND ISSUES TO BE APPORTIONED

Instructions: Client and attorneys shall designate the services to be rendered by Attorneys by writing the word "Attorneys" in the "Attorney Shall Do" column next to the services they agree Attorneys will do, and shall designate the services Client shall undertake by writing the word "Client" under the "Client to Do" column next to those services. If a service is to be rendered by another attorney or some other third person, the words "Other Attorney" or other similar designation shall be written in the blank opposite the service.

| Task | Attorney To Do | Client To Do | Third Party To Do |
|---|---|--------------|-------------------|
| Consultation With Client | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Draft papers to start divorce | Attorney | | |
| Draft Response To Petition | Attorney | | |
| Consultation Regarding Filing And Service | Attorney | | |
| File and serve papers | | Client | and/or others |
| Draft Motions | | Client | and/or others |
| Response To Motions | | Client | and/or others |
| Draft affidavits and declarations Re Motions | | Client | and/or others |
| Legal Research and Analysis | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Procedural Advice | Attorney | | |
| Investigate Facts | | Client | and/or others |
| Obtain Documents | | Client | and/or others |
| Draft correspondence | | Client | and/or others |
| Review correspondence and pleadings | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Consult With Client Re Correspondence & Pleadings | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Appear in Court | | Client | |
| Take depositions | | Client | and/or others |
| Prepare subpoenas for documents | | Client | and/or others |
| Contact witnesses | | Client | |
| Draft or analyze settlement proposals | | Client | |
| Contact expert witnesses | | Client | |
| Prepare Mandatory Financial Disclosure | Attorney | | |
| Trial negotiation and preparation | | Client | and/or others |
| Draft orders | | Client | and/or others |
| Prepare Marital Settlement Agreement | | Client | and/or others |
| Prepare Qualified Domestic Relations Order | | Client | and/or others |
| Prepare Request To Enter Default | Attorney | | |
| Prepare Default Judgment Papers | Attorney | | |
| Advice regarding appeal | | | Others |
| Enforce orders | | Client | and/or others |