

## ATTORNEY- CLIENT FEE AGREEMENT

*This ATTORNEY-CLIENT FEE AGREEMENT ("Agreement") is entered into by and between \_\_\_\_\_ ("Client") and the LAW AND MEDIATION OFFICES OF HEIDI S. TUFFIAS, INC., A PROFESSIONAL CORPORATION ("Attorney").*

### I. SCOPE AND DUTIES

Client hires Attorney to provide legal services in connection with \_\_\_\_\_. Attorney shall provide those legal services reasonably required as a consulting attorney for Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful and cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts.

Attorney shall not become Client's attorney of record.

***Client understands that under no circumstances will Attorney represent Client in any court appearances or adversarial proceedings of any kind.***

### II. RETAINER

Client shall provide to Attorney the sum of \$\_\_\_\_\_. This sum will be utilized as an advance payment against fees and costs. Should the balance of said retainer account be reduced to an amount less than \$500.00, another replenishing retainer in the amount of \$\_\_\_\_\_ shall be immediately due and payable.

Any unused retainer at the conclusion of Attorney's services will be refunded.

### III. LEGAL FEES

Client agrees to pay for legal services at the following hourly rates:

Heidi S. Tuffias:	\$550.00
Associates:	\$250.00 - \$350.00
Paralegal:	\$195.00
Legal Assistant:	\$150.00

Since total fees and costs are dependent upon many variables, including the cooperation received not only from Client, but also from such other parties as there may be, and from opposing and/or other counsel, the retainer quoted is not intended nor meant to be seen as any indication that the Retainer will cover all the fees and costs in this case. Because it is not reasonably practicable to do so, total fees and costs cannot be predicted.

The present hourly rate is subject to increase. Client will be given thirty (30) days' notice of any such increase in rate in Client's monthly bill. Should Client, upon receiving such notice, or at any other time for any other reason, wish to terminate the services of Attorney, Attorney agrees to do so and Client agrees that any balance due this office shall be paid in full at that time.

Time records will be maintained based upon the quoted hourly rates. The hourly rate shall be computed for all time spent on this case, including, but not limited to, time spent on the telephone with Client and others on Client's case, in negotiations, preparation of documents, travel, legal research, and in consultation with Client, other counsel and/or consultants. **Each phone call shall be billed at a minimum of .20 of an hour (12 minutes).**

Client acknowledges and agrees that, for purposes of fee determination, when Attorney travels, at any time on a matter concerning Client's case, time is charged from time Attorney leaves Attorney's office until return to said office.

When Attorney travels outside the County of Los Angeles, the mode of travel, travel classification, and accommodation shall be determined by the Attorney and constitute a cost. A reimbursement shall be made to the Attorney for any costs advanced on Client's behalf.

In the event that Client fails to pay Attorney for fees and expenses incurred, Client agrees to pay all reasonable expenses, including reasonable attorney's fees incurred in collecting said sums.

#### **IV. STATEMENTS AND CREDIT POLICY**

Attorney shall send Client monthly itemized statements for fees and costs incurred. Client shall pay Attorney in full within ten (10) days after each statement's date. Statements will be deemed delinquent if payments are not received after thirty (30) days of the statement date and will incur a twelve percent (12%) per annum balance charge which will be assessed compound monthly on subsequent statements until the delinquent balance is paid in full.

**ALL INVOICES PAYABLE WITHIN THIRTY (30) DAYS OF INVOICE DATE. NO EXCEPTIONS.**

If Client fails to pay outstanding balance within thirty (30) days of invoice date, Attorney shall withdraw from Client's case.

If Client fails to object in writing to charges which appear on Client's bill within thirty (30) days of the date of the bill, the Client will waive his or her right to object to the charges and the bill will be deemed valid and accurate.

## **V. COSTS AND EXPENSES**

CLIENT agrees to pay to ATTORNEY, in accordance with this Section all costs and expenses incurred in this matter. Such costs and expenses may include, without limitation, long distance telephone calls, messenger and delivery services, postage, charges for computer research, and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals and hotel accommodations, which shall be in addition to the hourly rates for travel time, photocopying and other reproduction charges, clerical staff overtime, filing fees, expert's fees, or consultant's fees, and other similar items.

### **Surcharge for Office Costs**

At attorney's option in place of and instead of charges for domestic telephone calls and long distance telephone calls (not to exceed \$20 per month), postage, mileage and in firm photocopying or reproductions, a surcharge to client's bill of 4% of the hourly billings per month for said client may be included. Such surcharge shall not include the specific costs which are not mentioned herein. Examples of non-included costs are photocopying provided outside the office, messenger and delivery service costs, attorney service costs, expert fees, filing fees and domestic long distance telephone calls exceeding 20 minutes and international telephone calls, which charges shall be itemized on client's monthly statement in addition to the monthly surcharge.

## **VI. CANCELED APPOINTMENTS**

If Client fails to cancel an appointment with Attorney less than twenty four (24) hours prior to the time of the appointment, Attorney reserves the right to charge said canceled appointment.

## **VII. EXPEDITING FEE**

If Client requires work to be performed on an expedited basis beyond the ordinary amount of time normally required for the performance of said work, Attorney reserves the right to charge an expediting fee which shall be discussed with the Client prior to assessing said charge.

## **VIII. ALTERNATE DISPUTE RESOLUTION**

Client acknowledges that Attorney has discussed with client the availability of alternative means of dispute resolution, including but not limited to mediation and judicial arbitration and their applicability to Client's particular case.

## **IX. DISCLAIMER OF GUARANTEE**

Client acknowledges that Attorney has made no guarantees regarding the disposition or results of any phase of this matter, and all expressions relative thereto are only the opinion of one lawyer. Other attorneys in the field may hold different opinions.

#### **X. WILLS AND TRUSTS**

Client acknowledges that Attorney has advised that all wills and trusts in existence providing for disposition of assets should be reviewed at this time by an estate planning attorney or other attorney of Client's choosing. If there is no will and/or trust, Client acknowledges advisement of California law that provides that upon the death of one spouse, the decedent's share of the community property passes all to the surviving spouse and the separate property of the deceased spouse passes all to the surviving spouse if there are no children and no close blood relatives of the decedent. *Probate Code § 6401.*

#### **XI. PROPERTY HELD WITH RIGHT OF SURVIVORSHIP**

Client acknowledges that Attorney has advised that if Client owns any property with his or her spouse in joint tenancy or with a right to survivorship and Client does not want property to pass automatically to his or her spouse if Client should die, the joint tenancy or right of survivorship should be immediately terminated by Client.

#### **XII. DISCLOSURE**

Client acknowledges that Attorney has advised that California law provides for spouses to make a full disclosure to the other of any and all assets, whether community, separate or quasi-community, debts and community or separate opportunities. This duty is ongoing and includes disclosure to the other spouse of any community opportunities that are presented until the time that all of the assets are divided. Additionally, Client acknowledges that Attorney has advised that pursuant to Family Code section 1100 spouses owe each other a fiduciary duty to disclose and act in the highest good faith with respect to all financial dealings until all property has been divided. Client acknowledges that Attorney has advised that failure to make full disclosure and act as a fiduciary can result in sanctions and forfeiture of assets.

#### **XIII. DISCHARGE AND WITHDRAWAL**

Client may discharge Attorney at any time. Attorney may discharge Client at any time.

**If a bill remains unpaid for a period in excess of thirty (30) days, Attorney reserves the immediate and unqualified right to withdraw from all further representation of Client in this matter, at no matter what state of the proceedings.**

Further, Attorney reserves the unqualified right to withdraw as counsel if Client fails to disclose material facts or makes misrepresentations to Attorney.

#### **XIV. DISPOSITION OF CLIENT FILE**

After Attorney's representation is concluded, either by Judgment, settlement or other termination of representation, Attorney will maintain Client's files and materials relating to this representation for a period of five (5) years. During the five (5) year period, Client may take possession of Client's file(s) by notifying Attorney and providing to Attorney a reasonable amount of time to retrieve said file(s) and/or to make copies of any portions Attorney desires to retain. At the conclusion of the five (5) year period, Attorney will dispose of all materials, files and records after making a reasonable attempt to notify Client of Attorney's intention to do so.

Client agrees to keep Attorney apprised of Client's current mailing address to enable attorney to locate and notify client at the termination of the five (5) year period.

## **XV. DISPUTES**

In the event that there is a dispute regarding the matters encompassed by this Agreement, including, but not limited to, disputes arising with respect to any billing or billings issued by Attorney regarding the above-referenced matter or disputes arising out of the attorney/client relationship, including any claim of legal malpractice, it is agreed that the dispute shall be submitted to mandatory binding arbitration. Such arbitration shall be conducted in accordance with the rules of the State Bar of California before an arbitrator or arbitrators selected in accordance with those rules or the rules of any local bar association within Los Angeles County which is operating under the auspices of the State Bar. The decision of the arbitrator(s) shall be final and binding upon the parties. The prevailing party at the arbitration shall be awarded the cost of arbitration, including his/her fees, other costs, and reasonable attorneys' fees.

## **XVI. ENFORCEMENT OF JUDGMENT**

In the event that a Judgment is obtained for fees and costs which are unpaid, Client agrees to pay Attorney's fees and costs incurred in enforcing said Judgment.

## **XVII. CONCLUSION OF SERVICES**

When Attorney's services conclude, all unpaid charges are immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, make Client's file available to Client.

## **XVIII. ENFORCEABILITY**

If any provision of this Agreement is unenforceable, the remaining provisions shall nevertheless be given full force and effect. The laws of the State of California shall govern this Agreement.

## **XIX. MATTERS OF TAXATION**

Attorney makes no representations, covenants or warranties regarding tax consequences or tax ramifications in any matter whatsoever. This Agreement specifically excludes tax representation. PLEASE CONSULT WITH AN ACCOUNTANT AT ALL PHASES IN THIS PROCEEDING.

**XX. ENTIRE AGREEMENT**

This is the entire Agreement between the parties, and Client and Attorney warrant that there are no other terms or conditions applicable to the within Agreement unless same are reduced to writing and signed by Attorney and Client.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPT THE AGREEMENT THIS DATE:

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Print Client's Name Under Signature)

*I ACKNOWLEDGE RECEIPT OF YOUR RETAINER AND ACCEPT YOUR REPRESENTATION BASED UPON THE FOREGOING TERMS AND CONDITIONS:*

Dated: \_\_\_\_\_

LAW AND MEDIATION OFFICES OF  
HEIDI S. TUFFIAS, INC., APC

By: \_\_\_\_\_  
Heidi S. Tuffias

## **Privacy Policy Notice**

Attorneys who provide legal services which may also involve financial matters of clients are now required by federal law to inform their clients of their policies regarding the privacy of client information. The purpose for this notice is to explain what we will be doing with the financial information that you provide to us, and the ways that we will protect your privacy.

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### ***Types of Nonpublic Personal Information We Collect***

We collect nonpublic personal information about you that is provided to us by you or obtained by us in the course of providing you with legal services that you have requested. This information, in some cases, includes information about your personal finances and property.

### ***Disclosure of Information***

We do not disclose any nonpublic personal information about our clients to anyone except as permitted by law and only in connection with rendering legal services to you.

We disclose nonpublic personal information about you only to individuals or entities necessary in order to provide you with the legal services that you have requested. Further, we may have access to your nonpublic personal information in order for us to efficiently provide you with the legal services you have requested. In some situations we may provide information to another person or entity (such as your accountant, your realtor, or insurance company) in order to obtain information or assist in providing the legal services you have requested.

### ***You Have the Right to Prohibit Disclosure***

If for any reason you do not want us to provide nonpublic personal information about you to other parties in the course of providing you with legal services, you may direct us not to make those disclosures. If you wish to direct us not to disclose information, please call Heidi S. Tuffias at (310) 207-2500.

### ***Your Privacy is Important to Us***

We retain records and files relating to the professional services you have asked us to provide. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with the Code of Professional Responsibility that governs our profession. Please call us with any questions that you have about protecting your privacy.