

THE LAW OFFICES OF EDWARD MISLEH

A PROFESSIONAL LAW CORPORATION

615 Tenth Street, Sacramento, CA 95814

Office: 916-443-1267

Fax: 916-266-9403

Email: ed@edwardmisleh.com

Website: www.attorney-sacramento.com

GENERAL CONSIDERATIONS

The Law Offices of Edward Misleh, APLC includes attorneys, assistants, and others who may be working on a Client's case and who may have access to confidential information. By executing this agreement, the Client understands that confidential information may be shared with those working on Client's case. Otherwise, due to the attorney-client privilege and the duty of confidentiality, any information about the Client or the Client's case will not be disclosed without the expressed written consent of the Client.

THE PARTIES

The parties entering into this agreement are:

- The Law Offices of Edward Misleh, APLC (herein referred to as "Firm") and,
- _____ (herein referred to as "Client").

LIMITED SCOPE OF SERVICES

Firm hereby agrees to the following:

1. To represent Client in _____ and as stated in any limited scope of representation that may be filed with any court documents.
2. To perform the legal services called for under this agreement.
3. To keep Client informed of any progress and developments.
4. To respond promptly to Client's inquiries and communications.

*Services provided by Firm in any matter not described above will require a separate written agreement.

CLIENT'S DUTIES AND RESPONSIBILITIES

Client understands and hereby agrees to the following:

1. To cooperate with Firm by providing the necessary information and documents required for Firm to perform the services in the above described matters.
2. To execute any documents that may be necessary for Firm to perform its duties.
3. To keep Firm informed of any information or developments which may come to Client's attention regarding these matters.
4. To allow Firm to associate and utilize any and all of Firm's counsel, legal assistants, and staff in the

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handling of Client's matter.

5. To allow Firm to associate with other attorneys to assist in the handling of Client's matter. Any association will not cause fees to increase.
6. To receive communications from Firm by phone, regular mail, or email, all of which are communications that are privileged and confidential and to allow Firm to store Client's emails and file electronically.*

*NOTE: Please be aware there is some risk that emails may be intercepted or accessed by unintended third parties and that emails received from Firm will be not be encrypted. Client agrees to provide Firm with a home or private email address in order to maintain confidentiality and the attorney-client privilege. Client understands that should they forward or send copies of emails received from Firm to any other party, that the Client may be waiving the attorney-client privilege.

FEES & COSTS

1. **Retainer Fee:** Client agrees to pay a retainer fee of \$ _____ which is paid solely for the purpose of ensuring Firm attorney availability. In exchange for Client's payment of an agreed-upon amount, Firm commits themselves to take on future legal work for Client, regardless of inconvenience, other client relations, or workload constraints. This fee is not subject to refund upon termination of the attorney client relationship.
2. **Initial Deposit:** Client agrees to pay an initial deposit of \$ _____ for services which amount will be held in a trust account at Union Bank.
3. **Payment:** Client has paid on _____ and will pay the remaining balance on _____.
4. **Credit Cards:** Client consents to Firm charging client's credit card should client be using one to pay for services.
5. **Authorization:** Client understands that Firm will use funds provided to pay for attorney fees, legal assistant services, and administrative costs.
6. **Fee Schedule:** Client agrees to the following rates:
 - a. **Administrative Fees; Rate A:** Hourly rate is \$ _____. Services include, but are not limited to time: organize files; mailings, faxing, and copying for client and third parties.
 - b. **Legal Assistant Fees; Rate B:** Hourly rate is \$ _____. Services include, but are not limited to time for: contacting client; preparation of documents for court filings; drafting letters; and, assisting attorneys with client's case.

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- c. **Attorney Fees; Rate C:** Hourly rate is \$ _____. Services include, but are not limited to time for: advising client on legal matters; researching applicable law and/or cases; preparing motions and/or court orders; court appearances; meetings with client or third parties; and, phone calls or emails to and from client and third parties.
- d. **Third Parties; Rate D:** Actual charges for services rendered by third parties (e.g. court fees, courier services and court reporters).
7. **Charge Increments:** Time is charged in increments of 0.1 (one-tenth) of an hour.
8. **Bi-Weekly Billing:** Firm will send Client invoices approximately every other week for services rendered. Client may not be billed every other week should there be no activity on Client's account.
9. **Other Services:** Costs for other services incurred by Firm on Client's behalf are to be paid by the Client and will not be a debt or payment that Firm will be required to pay. Client will be informed of any other services which will require payment to be made by the Client.
10. **Payments by Others:** Client consents to payments made by others and understands that any fees paid by a third party will be refunded to that party. Client agrees to and expressly waives the attorney-client privilege and attorney's duty of confidentiality should Client instruct Firm to send invoices for services rendered to a third-party payee.
11. **Account Balance:** Client is required to keep their account current and to replenish their account after receiving invoices reflecting that 75% of the initial deposit has been charged for services. Client agrees to provide additional funds as necessary to pursue Client's matter. Past due amounts that are more than 30 days overdue will be subject to interest and collection fees.
- a. Interest is calculated every 30 days at a rate of 10% per annum for all outstanding balances.
 - b. Collection fees are charges incurred to collect any outstanding balance.
12. **No Charge:** We may not charge for certain legal services in some cases, without waiving our right to charge for these services should they reoccur in the future, as a matter of goodwill. Our decision to not charge is completely discretionary and will be reflected on your billing statements with a zero for the charged amount.
13. **Refunds:** Any amount left in Client's account upon conclusion will be refunded to the party that initially made payment.

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DISCHARGE, WITHDRAWAL AND TERMINATION

- Discharge by Client:** Client may discharge Firm at any time by written notice which will be effective when received. Upon discharge, Client agrees to execute a substitution-of-attorney form. Notwithstanding the discharge, Client will be obligated to pay reasonable attorney's fee for all services rendered.
- Withdrawal by Firm:** Firm may withdraw with Client's consent or for good cause. Good cause includes, but is not limited to: Client's breach of this Agreement; Client's attempt to pursue an action that makes representation unlawful or unethical; or, Client's conduct makes representation unreasonably difficult for Firm or the attorney to carry out the employment effectively. Notwithstanding Firm's withdrawal, Client will be obligated to pay Firm reasonable attorney's fee and costs for all services provided.
- Release of Files:** Upon termination of services, and at the written request of Client, Firm will release promptly to Client, or Client's designated party, a copy of Client's file at no charge. Client is advised to maintain these documents in a secure location for possible future use and/or reference.
- Substitution of Attorney:** Client agrees to execute a substitution of attorney form upon termination of representation.

LIEN

Client hereby grants Firm a lien on any and all property, claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Firm at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Firm may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Firm has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek legal advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and – whether or not Client has had reasonable opportunity to consult such an independent lawyer – Client agrees

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that Firm will have a lien as specified above.

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DISCLAIMER OF GUARANTEES AND ESTIMATES

Promises and Guarantees: Nothing in this agreement and no statement made by any Firm attorney will be construed as a promise or guarantee about the outcome of Client's matter. Firm and its attorneys make no such promises or guarantees. Any comment made by a Firm's attorney about the outcome of Client's matters are expressions of opinion only. Firm or its attorneys cannot guarantee any particular result. Client acknowledges that Firm and its attorneys have made no promises or guarantees about the outcome of Client's case, and that any opinion offered by Firm or its attorney in the future will not constitute a guaranty.

Estimates: Client understands that their initial deposit is not an estimate of all services and costs that Client may incur and that the Firm, nor any of its attorneys, cannot anticipate potential expenses Client may encounter.

SEVERABILITY, MODIFICATION AND ENTIRETY

Severability: If any provision of this agreement is held in part or in whole to be unenforceable for any reason, the remainder of that provision or the remainder of the agreement will be severable and remain in effect.

Modification: This agreement may be modified by a subsequent agreement entered into by the parties only if the instrument is a writing signed by all parties, or an oral agreement only to the extent that the parties performed.

Entirety: This document contains the entire agreement of the parties. No other agreements, statements, promises, or estimates made on or before the effective date of this agreement will be binding on the parties.

ARBITRATION OF DISPUTES

Client agrees that any dispute regarding any obligation under this agreement or about fees shall be submitted to arbitration and that upon resolution, the prevailing party may recover additional attorney fees and costs.

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EFFECTIVE DATE

This agreement will not take effect, and neither will Firm nor it's attorneys have any obligation to provide legal services, until Client executes and dates this agreement. **Execution includes signing and initialing each page of this document.**

THE CLIENT HAS READ AND UNDERSTANDS THE FOREGOING INSTRUMENT AND BOTH THE FIRM AND CLIENT AGREE TO THE FOREGOING CONDITIONS AND TERMS. UPON EXECUTION BY ALL PARTIES, THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Signed by Client: _____ Date: _____

Address: _____

City, State & Zip: _____

Phone: _____ Email: _____

Social Security No. _____ Date of Birth: _____

Signed by Firm's Attorney: _____ Date: _____

Client's Initials: _____

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CONSENT TO DISCLOSURE OF CONFIDENTIAL INFORMATION TO THIRD PARTY(S)

I _____, a client of The Law Offices of Edward Misleh APLC, do voluntarily consent to communications with the following individual(s):

Name: _____

Address: _____

Phone number: _____

Email: _____

Name: _____

Address: _____

Phone number: _____

Email: _____

I understand that by permitting The Law Offices of Edward Misleh APC to make such contact that: (1) it may involve discussions relating to my legal matter; (2) there may be disclosure of confidential information to a third party; and, (3) that I am waiving the attorney-client privilege and the duty of confidentiality that is owed to me.. That by making these waivers, otherwise privileged information, may be discoverable and The Law Offices of Edward Misleh APC may be required to disclose confidential information to unintended parties.

Client's signature: _____

Date: _____

Client's Initials: _____