

201 Spear St., Suite 1100, San Francisco, CA 94105. Tel.: (415) 500-2029.

LEGAL SERVICES AGREEMENT

CONTRACT IS NOT FORMED UNTIL SIGNED BY ALL PARTIES AND DEPOSIT IS PAID

This instrument ("AGREEMENT") sets forth the terms of legal services provided. Upon Client's written acceptance of this letter, CLIENT agrees to retain ATTORNEY, as set forth below.

I. PARTIES TO THE AGREEMENT

1. PARTIES TO THE AGREEMENT.

TED BROOMFIELD

(also referred to as "ATTORNEY")

("ASSOCIATED ATTORNEY")

and

Name of person signing – CLIENT if not an

Name of Entity, CLIENT, If not an Entity bla

Address – CLIENT;

Telephone Number - CLIENT; and

Email Address – CLIENT.

Client
to
Complete
Type or
handwrite

1.a. NOT A PARTY TO THE AGREEMENT

Name, telephone,
email, address
of person to
contact in
emergency

Name – Emergency Contact;

Address – Emergency Contact;

Telephone – Emergency Contact;

Email – Emergency Contact;

This AGREEMENT is executed in duplicate. Each party will execute and receive an original.

Under California Rules of Professional Conduct 1.8.1 Business Transactions with a Pecuniary Interests Adverse to a Client's Interest, a lawyer shall not enter into a business transaction with client, or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied: (a) the transaction or acquisition and its terms are fair and reasonable to the client and the terms and the lawyer's role in the transaction or acquisition are fully disclosed and transmitted in writing to the client in a manner that should reasonably have been understood by the client; (b) the client either is represented in the transaction or acquisition by an independent lawyer of the client's choice or client is advised in writing to seek the advice of an independent lawyer of the client's choice and given a reasonable opportunity to seek that advice; and (c) the client thereafter provides informed written consent to the terms of the transaction or acquisition, and to the lawyer's role in it.

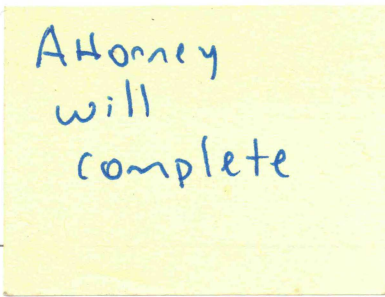
NOTE: Where this AGREEMENT refers to CLIENT, such referral may also be reasonably interpreted to mean, and include CLIENTS, if there are multiple clients. Additionally, any referral in this AGREEMENT to CLIENT or CLIENT[S] may also be reasonably interpreted to mean and include CLIENT[S] AUTHORIZED REPRESENTATIVE.

This AGREEMENT is required by California Business and Professions Code § 6148 and is intended to fulfill the requirement of that California Code Section.

II. SERVICES PROVIDED & EXCLUDED, RESPONSIBILITIES

2. LEGAL SERVICES TO BE PROVIDED.

The legal services to be provided by ATTORNEY to CLIENT are as ONLY follows, with no other services to be provided:



Attorney
will
complete

("LEGAL SERVICES").

3. LEGAL SERVICES SPECIFICALLY EXCLUDED.

This AGREEMENT excludes any services not encompassed under the previous paragraph. This AGREEMENT excludes representation for any post-verdict matter, tax matters, tax advice, tax preparation, security deposit controversy, claims, counter claims, special writs, appellate work, notice of appeals, request for a new trial or any collection / enforcement of any settlements or awards, or any service not expressly listed above.

If CLIENT wants ATTORNEY to provide any legal services not described in this AGREEMENT, a separate written agreement between ATTORNEY and CLIENT will be required.

ATTORNEY will not provide any tax services to CLIENT. Payment of claims to CLIENT may result

in local, state, federal or other tax liabilities to client. CLIENT is responsible for any and all tax reporting and liability. ATTORNEY will not make any referrals to any tax professional.

ATTORNEY or CLIENT may need to employ other counsel to handle the excluded services.

4. **APPEALS NOT INCLUDED.**

This AGREEMENT does not include representation of any appeals work in association with this case.

5. **RESPONSIBILITIES OF PARTIES, ATTORNEY AND CLIENT, TO THIS AGREEMENT.**

ATTORNEY will perform the legal services called for under this AGREEMENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT’S inquiries and communications.

ATTORNEY DISCLOSES AND CLIENT ACKNOWLEDGES

- All amounts must be on deposit for no fewer than thirty (30) days before any refund will be issued.
- Amounts are charged for all time spent on the case and include time spent on billing & disputes with the Client, including motions to be relived and communications thereto.

Attorney
will
add disclosure
here, if
needed

CLIENT INITIALS:

Client
Initial
Here

Date:

Client
date here

CLIENT has the right to accept or reject settlement. CLIENT will be truthful and cooperate with ATTORNEY, keep ATTORNEY reasonably informed of developments and of CLIENT’S address, telephone number, and whereabouts and timely make any payments required by this AGREEMENT. CLIENT’S cooperation includes timely, truthful, and accurate responses to written discovery requests. CLIENT acknowledges, understands and agrees to read each written discovery request and to provide written responses to all discovery requests on a timely basis in an electronic format in a separate .txt file or Microsoft Word File that ATTORNEY can use to create adequate responses served on the requesting party. CLIENT acknowledges, understands and agrees that timely providing written responses is the absolute duty of CLIENT, and NOT the duty of ATTORNEY. CLIENT understands that timely means within two weeks of CLIENT receiving the written requests. CLIENT understands that cooperation includes

attendance at all depositions and required hearings.

CLIENT acknowledges and agrees to timely provide ATTORNEY with signed copies of all settlement agreements, and any other documents necessary for settlement. No disbursement of settlement proceeds will be made without such documents.

6. OUTCOME AND CIRCUMSTANCES.

It is expressly agreed and understood that the ATTORNEY makes no promise or guarantee to the CLIENT about the outcome of CLIENT'S circumstances. Nothing in this AGREEMENT shall be construed as such a promise or guaranty. CLIENT has been informed that the circumstances may become time-consuming, complicated and expensive and the ATTORNEY cannot predict what legal maneuvers the opposing counsel will initiate which may affect the responsive remedies that must be taken on the CLIENT'S behalf. ATTORNEY does not and will not have full knowledge of the facts and circumstances prior to forming the AGREEMENT.

CLIENT IS ADVISED THAT IF THERE IS LITIGATION CLIENT MAY BE FORCED TO PAY THE OPPOSITION'S ATTORNEY FEES AND COSTS.

7. CLIENT CONSENT TO ATTORNEY'S CONSULTATION WITH OTHER ATTORNEY[S].

CLIENT acknowledges and agrees that ATTORNEY may consult with other ATTORNEYS. Such Consultation may include revealing certain CLIENT confidences. Such consultations will be for the benefit of CLIENT and will not result in any increased cost to CLIENT. CLIENT acknowledges, understands, and agrees that ATTORNEY may reveal some CLIENT confidences in such consultations.

ATTORNEY may associate with ASSOCIATED ATTORNEY or other attorneys, who are not part of ATTORNEY'S law firm. ATTORNEY may split ATTORNEY'S fee with ASSOCIATED ATTORNEY. ATTORNEY discloses such association and request CLIENT permission in writing of the proposed association, the name or names of any attorney[s] proposed to associate with, and any proposed fee split agreement, as required. Any fee splitting will not increase the overall fees or cost to CLIENT.

CLIENT acknowledges, understands, and agrees to association of ATTORNEY with ASSOCIATED ATTORNEY. Attorney (initial).
to initial

III. FEES AND COSTS

8. ATTORNEY'S FEE.

CLIENT WILL PAY TO ATTORNEY

_____ FLAT – ATTORNEY WILL PAY TO CLIENT: _____

Attorney
will
complete

Attorney will
complete
this page

_____ CONTINGENCY – COMPENSATION WILL BE A PERCENTAGE OF REMEDY

CLIENT WILL PAY TO ATTORNEY: _____

of any remedy obtained. Remedy obtained includes lawful relief from rent.

_____ HOURLY – COMPENSATION WILL BE PAID BY CLIENT BASED ON RATE AND TIME

_____ HUNDRED DOLLARS (\$x00.00) PER HOUR

for each hour, or pro-rata for each part of hour that ATTORNEY or any contract attorney for ATTORNEY consumes on the matter, including administrative and commute time.

CLIENT WILL PAY TO ATTORNEY _____ **DOLLARS (\$xx0.00) PER HOUR**

for each hour, or pro-rata for each part of hour that any paralegal that ATTORNEY hires works on the matter.

Deposit Required –

CLIENT acknowledges, understands and agrees that this agreement is not formed unless and until CLIENT pays a deposit in the amount stated above

Additional Deposit Required –

CLIENT acknowledges, understands and agrees to replenish the deposit by an additional amount stated above

Additional Deposit when Deposit Balance Falls below

CLIENT acknowledges, understands and agrees to replenish the deposit whenever the deposit amount falls below

Time to make Additional Deposit - _____ **TWO (2) BUSINESS DAYS**

CLIENT acknowledges, understands and agrees to replenish the deposit within the number of business days shown above.

Ted Broomfield Law, P.C. Legal Services Agreement

Amounts on deposit are refundable only after termination of agreement and upon agreement to accounting. Accounting communicated to CLIENT past thirty days is not subject to dispute. ATTORNEY will not refund or disburse any amounts of deposit until at least ninety (90) days after ATTORNEY's financial institution shows that the deposit has "cleared" ATTORNEY'S bank account.

In addition to those amounts above, CLIENT will pay any costs that ATTORNEY actually incurs

Attorney will complete [either in advance or from remedy achieved].

In addition to the above fee, whether hourly or contingency, CLIENT will pay to ATTORNEY for any costs that ATTORNEY incurs pursuant to this AGREEMENT, including but not limited to a seventy-five dollar (\$75) monthly administrative cost.

Per Business and Professions Code § 6147, the ATTORNEY'S fee is negotiable between CLIENT and ATTORNEY. ATTORNEY'S fee is not set by law. CLIENT may seek the advice of independent counsel before agreeing.

CLIENT acknowledges disclosures. Client Initial on date Client Date.

Waived if no attorney's name: Client write either Name of Attorney.

ATTORNEY acknowledges disclosure. Attorney will complete on date Attorney will date.

CLIENT acknowledges, understands and agrees that CLIENT'S promise to pay ATTORNEY includes payment for all time consumed on the services, including all administrative time, including, if applicable billing resolution and substitution of counsel. Billing disputes may be subject to the California Bar Association's mandatory Fee Arbitration Program, with the website at <https://www.calbar.ca.gov/Attorneys/Compliance-Records/Mandatory-Fee-Arbitration/Approved-Programs> and the telephone number of 415-538-2020.

9. COSTS.

In addition to the fees, CLIENT agrees to pay to ATTORNEY may incur various costs and expenses in performing, legal services under this LEGAL SERVICES AGREEMENT. CLIENT agrees to pay to ATTORNEY for all costs, disbursements and expenses

IN ADVANCE (select one – in advance, or from any remedy).

The costs and expenses commonly include, but are not limited to, court costs, expert fees and expenses, investigation costs, long distance telephone charges, messenger fees, photocopying expenses, transportation, and meal and hotel costs. Any award of fees and costs shall belong to the ATTORNEY. Except for the items listed below, all costs and expenses will be charged at ATTORNEY'S cost: Mileage: \$1.00/mile; color photocopies \$0.75 per page; black & white photocopying, scanning or shredding: \$0.75/page; facsimile charges: \$0.50/page; postage \$3.00 per regular first-class envelope sent; \$7.50 per large envelope mailed; \$22.50 per priority

US Mail (2-day); \$50.00 per next day delivery service; \$15.00 certified signed receipt letter; \$150.00 minimum for personal service of any document; CLIENT is entitled to one (1) electronic copy of CLIENT'S case file. If CLIENT wants a paper copy of the CLIENT file, CLIENT agrees to pay in advance to ATTORNEY \$400.00 per hour, plus \$1.00 per page.

10. STATEMENTS OF COSTS AND CLIENT PAYMENTS OF COSTS TO ATTORNEY.

ATTORNEY will provide CLIENT statements indicating costs incurred, their basis, and amounts applied from deposits, and any current balance owed on a timely basis.

11. TERMINATION OR WITHDRAWAL.

CLIENT may discharge the ATTORNEY any time by writing. Prior to filing a lawsuit, ATTORNEY may terminate this agreement at any time in writing for any reason, or for no reason.

After a lawsuit is filed, ATTORNEY may withdraw only for good cause. Among the facts constituting good cause are CLIENT'S breach of this AGREEMENT.

Good cause includes, but is not limited to, CLIENT'S refusal to cooperate with the ATTORNEY, or refusal to follow ATTORNEY'S advice on a material matter, non-payment of fees or costs, misrepresentation of any facts upon which the matter is predicated, failure to cooperate on a timely basis in responding to discovery, or any facts or circumstances that would render the ATTORNEY'S continuing representation of the CLIENT unlawful or unethical. Good cause also includes CLIENT not timely providing written discovery requests, failing to timely pay ATTORNEY any amounts, or any CLIENT conduct making representation unlawful.

The following will only apply if CLIENT obtains a remedy from opposing party

If CLIENT terminates ATTORNEY, or ATTORNEY withdraws for good cause, CLIENT acknowledges, understands and agrees that ATTORNEY may have a claim against CLIENT for any unpaid fees or costs, and that ATTORNEY may assert a lien against any REMEDY achieved on the case. That lien is a claim against any proceeds obtained from any remedy. ATTORNEY will be paid prior to CLIENT for any amounts due from a lien. The amount of the line will be computed based on the value of the services paid prior to termination or withdrawal. The value of the services will be computed by the attorney's regular hourly rate, multiplied by the greater of the total time actually spent or the total time actually spent plus any agreed upon minimum value set forth below, plus any and all costs incurred.

CLIENT understands that ATTORNEY'S regular hourly rate is \$400.00 per hour and the hourly rate applies as a lien against settlement, judgment, award, or any other disposition rendered in this matter, if this matter is resolved by another attorney, the client in Pro Per, or anyone else.

CLIENT acknowledges and understands that if such a lien is created, the lien will create an adverse interest between ATTORNEY and CLIENT. If CLIENT does not pay, such liens may attach to CLIENT'S property, be subject to other forms of collection, interest & fees may accrue and other negative outcomes to CLIENT may occur.

CLIENT acknowledges disclosure of lien, possible adverse interest & agreement:

Client sign here (Signature) Client date here (date).

ATTORNEY will provide CLIENT with a letter when the engagement has concluded that will represent the Conclusion of representation.

ATTORNEY will retain client files for three (3) years after date of conclusion of engagement.

ATTORNEY will dispose of client records securely after the retention period following conclusion.

12. Attorney to Select **POTENTIAL CONFLICT, IF CHECKED – CLIENTS ACKNOWLEDGE DISCLOSURE, CONSENT TO REPRESENTATION, ATTORNEY MUST WITHDRAW FROM ALL IF ACTUAL CONFLICT EMERGES**

If the above box is checked, ATTORNEY has identified the following as a potential conflict. ATTORNEY discloses and CLIENT acknowledges that if any actual conflict emerges, CLIENT will be forced to withdraw from representation from all such CLIENTS; such withdrawal may prejudice CLIENT, and such withdrawal may trigger a lien, which would create an adverse relationship with ATTORNEY

CLIENT ACKNOWLEDGES UNDERSTANDS THE POTENTIAL CONFLICT AND AGREES TO REPRESENTATION

If there is a potential conflict attorney will identify it

_____ (Name) _____ (Sign) _____ (Date)

_____ (Name) _____ (Sign) _____ (Date)

_____ (Name) _____ (Sign) _____ (Date)

_____ (Name) _____ (Sign) _____ (Date)

_____ (Name) _____ (Sign) _____ (Date)

_____ (Name) _____ (Sign) _____ (Date)

IV. CONTRACT FORMATION, EXECUTION AND INTERPRETATION

13. EFFECTIVE DATE.

The effective date of this AGREEMENT will be the date when executed by both parties.

14. CLIENT'S CONSENT TO USE OF EMAIL AND CLOUD STORAGE TECHNOLOGY.

CLIENT acknowledges, consents and agrees that that ATTORNEY may communicate to CLIENT and third parties using e-mail. CLIENT acknowledges, consents and agrees that that ATTORNEY may store electronic documents using cloud computing services.

15. NO NEGATIVE SOCIAL MEDIA POSTS.

CLIENT agrees not to publish or disseminate negative comments about ATTORNEY, this engagement, or any related items on any Internet, mobile, social media, or any other outlet, including orally. CLIENT agrees to cooperate to remove any such posts, as well as pay liquidated damages of \$100 per original post, and \$5 per reasonably ascertained impression.

16. POTENTIAL SALE OF PRACTICE.

CLIENT agrees to cooperate with ATTORNEY'S sale of practice, should such a sale occur.

17. EXECUTION OF AGREEMENT.

CLIENT understands, acknowledges and agrees that this AGREEMENT can be executed and formed, thereby binding, by different parties signing on different copies, and / or in parts. CLIENT understands, acknowledges and agrees that this AGREEMENT can be executed and formed, thereby binding, with an electronic representation of signatures, and / or initials.

18. SEVERABILITY.

If any portion of this agreement is determined invalid, the remainder stays in effect.

19. CONSTRUCTION.

ATTORNEY drafted this AGREEMENT. Nevertheless, in any dispute over meaning of the terms of this AGREEMENT, benefit shall inure to ATTORNEY.

20. SAN FRANCISCO VENUE AND STATE OF CALIFORNIA GOVERNING LAW.

The venue for any dispute over this AGREEMENT shall be the City and County of San Francisco, California. The governing law shall be the state law of California, and any applicable San Francisco City and County code(s), ordinance(s) and regulation(s), or similar in context.

21. INTEGRATION.

This written AGREEMENT is the entire agreement between the parties. No terms from prior

negotiations shall apply.

V. TED BROOMFIELD, ESQ., CPA LEGAL SERVICES AGREEMENT SIGNATURE PAGE

I, ATTORNEY, HAVE READ THE FOREGOING. I UNDERSTAND, APPROVE AND AGREE TO ITS TERMS

AGREED BY ATTORNEY:

Print attorney name: TED BROOMFIELD

Attorney signature: Attorney may sign

Date: Attorney may date

AGREED BY ASSOCIATING ATTORNEY:

Print attorney name: Do not

Attorney signature: sign

Date:

If the above terms and conditions meet with your approval, please sign the original of this AGREEMENT and return it to this office. One of the two original signed copies, or a bona fide photocopy of this AGREEMENT, returned to you, with all signatures, is your record. You acknowledge and understand that time is of the essence in the execution of this AGREEMENT.

I, Client print name HAVE READ THE FOREGOING. I UNDERSTAND, APPROVE AND AGREE TO ITS TERMS.

AGREED BY CLIENT

Client - print your name : Signer's name, if Entity, blank, CL
If Client is an entity, Client : Entity, CLIENT, if blank, Signer Is CL
print Entity's name
CLIENT SIGN HERE : CLIENT or Representative Signatu
Client print date here : Date