

**DIGNITY LAW GROUP, APC.**  
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## **ATTORNEY-CLIENT FEE AGREEMENT**

**1. IDENTIFICATION OF PARTIES.** This agreement is made between Dignity Law Group, APC (hereinafter "Attorney"), and James and Jennifer Burbank (hereinafter "Client" or "Clients").

This agreement is required by California Business and Professions Code §6147 and is intended to fulfill the requirements of that section.

**LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Attorney to Client are as follows: Habitability Lawsuit 518 North Stoneman Avenue Alhambra, CA 91801 and Civil Rights ADA Lawsuit

**2. DELEGATION OF ATTORNEY SERVICES.** Attorney may delegate to other attorneys some of the attorney services to be provided to Client. Any such delegation will not affect Client's obligation to pay attorney fees as provided for in this agreement.

**3. LEGAL SERVICES SPECIFICALLY EXCLUDED.** Legal services that are excluded under this agreement specifically include, but are not limited to, the following: representation with respect to (a) any injuries relating to any other transaction or incident not mentioned above; (b) any dispute with a medical care provider about amounts owed by Client for services received; or (c) any appeal.

If Client wishes that Attorney provide any legal services excluded under this agreement, a separate written agreement between Attorney and Client will be required.

**4. TAX ADVICE SPECIFICALLY EXCLUDED.** Any settlement or judgment obtained as a result of the representation may be partly or wholly taxable. In addition, the payment of attorney fees hereunder has tax consequences. Attorney has informed Client that any and all tax advice is specifically excluded from the scope of the services Attorney will provide under this agreement. Attorney has informed Client that Attorney is not an expert in tax law and has recommended that Client obtain advice from a tax practitioner concerning the tax consequences of any recovery.

**5. RESPONSIBILITIES OF ATTORNEY AND CLIENT.** 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. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts.

6. **ATTORNEY FEES.** The amount Attorney will receive for attorney fees for the legal services to be provided under this agreement will be:

**Client agrees to pay \$3250 and thereafter**

(a) 33 % percent of the net recovery if the recovery is obtained before the filing of a lawsuit or initiation of formal proceedings;

(b) 33 % percent of the net recovery if the recovery is obtained after the filing of a lawsuit but before the arbitration hearing, settlement conference, or trial, whichever occurs first;

(c) 33 % percent of the net recovery if the recovery is obtained at or after the arbitration hearing, settlement conference, or trial, whichever occurs first.

"Net recovery" means the amount remaining after the total amount received (whether by settlement, arbitration award, or court judgment) has been reduced by the sum of all "costs," as defined in Paragraph 10 of this agreement.

If payment of all or any part of the amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total amount received," for purposes of calculating the attorney fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the payments to be received thereafter. The attorney fees will be paid out of the initial lump-sum payment. If the payment is insufficient to pay the attorney fees in full, the balance will be paid from subsequent payments of the recovery before any distribution to Client.

Client is informed that these attorney fees are not set by law but rather are negotiable between the Attorney and the Client.

If there is no net recovery, Attorney will receive no attorney fees.

7. **FEES IN THE EVENT OF DISCHARGE OR WITHDRAWAL.** In the event of Attorney's discharge or withdrawal, Client agrees that, upon payment of the settlement, arbitration award or judgment in Client's favor in this matter, Attorney shall be entitled to be paid by Client a reasonable fee for the legal services provided. Such fee shall be determined by considering the following factors:

(1) The actual number of hours expended by Attorney in performing legal services for Client;

(2) Attorney's hourly rates;

(3) The extent to which Attorney's services have contributed to the results obtained;

(4) The amount of the fee in proportion to the value of the services performed;

(5) The amount of recovery obtained;

- (6) Time limitations imposed on Attorney by Client or by the circumstances; and
- (7) The experience, reputation and ability of personnel performing the services.

Nothing in this section shall be construed to limit recovery in quantum meruit or any other permissible claim.

**8. REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

**9. COSTS.** Attorney will be reimbursed for costs out of any recovery before any distribution of fees to Attorney or any distribution to Client. **Cost Retainer - \$500**

Additional costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees.

**10. COSTS TO PREVAILING PARTY.** Client has been advised and understands that the prevailing party in a civil action may recover costs of suit. Client has been advised and understands that if Client does not prevail, Client may be responsible for those costs. Attorney will not be responsible for costs owed to a prevailing party.

**11. SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.

**12. ATTORNEY'S LIEN.** Attorney will have a lien for attorney fees and costs advanced on all claims and causes of action that are the subject of Attorney's representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).

Client is aware, and acknowledges, that this lien may significantly impair Client's interest because Attorney may be able to delay payment of any recovery or settlement funds to Client until any disputes with Attorney about unpaid attorney fees and costs advanced have been resolved. Client acknowledges that Client has been advised to seek independent legal advice about granting Attorney this lien and has had a reasonable opportunity to do so. By signing this fee agreement and returning it to Attorney, Client represents that Client has either obtained legal advice about this lien or has decided that it was unnecessary to do so.

**13. DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney a reasonable fee as described in Section 8 of this agreement and subject to any other claims permissible by law.

**14. WITHDRAWAL OF ATTORNEY.** Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) Client consents, or (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney out of any recovery reasonable attorney fees for all services provided, and to reimburse Attorney out of any recovery for all costs advanced before the withdrawal.

**15. RELEASE, RETENTION, AND DISPOSITION OF CLIENT'S PAPERS AND PROPERTY.** It is Attorney's policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which Attorney has been retained without notifying clients or former clients of the destruction of these items. Therefore, to be certain that Attorney has not retained any material that Client may need or desire, Attorney will return to Client all original documents Client has made available to Attorney, together with copies of any other files, documents, records, and writings relating to this engagement, which copies will be provided at Client's expense, if Client instructs Attorney in writing within 90 days after Attorney mails to Client a letter informing Client that Attorney has completed the services set forth under the terms of this agreement.

**16. DISCLAIMER OF GUARANTY.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome or duration of this matter and that any opinion offered by Attorney in the future will not constitute a guaranty.

**17. ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

**18. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

**19. MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

**20. ARBITRATION OF FEE DISPUTE.** If a dispute arises between Attorney and Client regarding attorney fees or costs under this agreement and Attorney files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under California Business and Professions Code §§6200-6206, then Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code §§6200-6206, in which event Attorney must submit the matter to that arbitration.

**21. ARBITRATION OF MALPRACTICE CLAIM.** If a dispute arises between Attorney and Client regarding a claim of attorney malpractice under this agreement (*i.e.*, regarding whether any legal services rendered under this agreement were improperly, negligently, or incompetently rendered), then the dispute will be submitted for arbitration by, and in accordance with the rules of a mutually acceptable arbitration organization in Los Angeles County, and Attorney and Client will be bound by the result. Client understands and acknowledges that, by agreeing to binding arbitration, Client waives the right to submit the dispute for determination by a court and thereby also waives the right to a jury or court trial.

**22. ATTORNEY FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

**23. EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date on which Attorney is in receipt of one copy of the agreement executed by Client. The attorney-client relationship will commence on the effective date of this agreement. Attorney will not become Client's attorney nor will Attorney perform any legal services on behalf of Client before the effective date of this agreement.

**24. IMPORTANT CONFIDENTIALITY NOTICE.** Any communications and information may be fully disclosed by Attorney to both Clients, unless a Client informs Attorney of his desire that a particular communication or item of information be considered confidential and be withheld from the other Client(s). Clients are informed that California state law requires that an Attorney not disclose confidential communications or secrets of a Client. Each Client expressly consents to such disclosure to the other Client(s) except for communications or items of information about which he informs Attorney that confidentiality from the other Client(s) must be maintained. Nothing in this provision is intended to authorize, under any circumstances, Attorney's disclosure of confidential communications or secrets of either client to any individual or entity other than the other Client(s). If a Client informs Attorney that confidentiality from the other Client(s) must be maintained with respect to a particular communication or item of information, Attorney will advise the other Client(s) that such a request has been made, without divulging its subject matter, and will withdraw from representing both Clients, provided the withdrawal is permitted under the Rules of Professional Conduct of the State Bar of California. Further, if a dispute later develops between Clients, no Client will be able to assert a privilege over any attorney-client communications made in the course of this joint attorney-client

relationship.

**25. NOTICE REGARDING CONFLICT OF INTEREST AND CONCURRENT REPRESENTATION.** The Rules of Professional Conduct of the State Bar of California require, before an attorney may concurrently represent two or more clients interested in the same subject matter, that the attorney inform the clients in writing of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the clients. Clients are further informed that the Rules require that when the clients' interests potentially conflict, the attorney may not represent them without their informed written consent. Attorney has explained to Clients the possibility of conflict that is raised by such multiple representation. Each client expressly consents to the multiple representation despite the possibility of conflict and acknowledges that each has had the opportunity to consult independent counsel before entering into this agreement. Attorney may withdraw from representing both clients if there is an actual conflict between the interests of the clients, provided the withdrawal is permitted under the Rules of Professional Conduct of the State Bar of California.

**26. COUNTERPARTS.** This agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

**27. SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, divisions, subsidiaries, affiliates, partners, limited partners, successors and assigns, and shall inure to the benefit of said Parties and each of them and to their heirs, administrators, representatives, executors, divisions, subsidiaries, affiliates, partners, limited partners, successors and assigns.

**29. FAILURE TO PAY ATTORNEY'S FEES.** In the event Attorney is required to seek the Court's approval of discharge because of a MATERIAL BREACH by Client of this Agreement, Client shall pay \$1,000, in addition to the amount then due and owing for fees, costs and expenses, to compensate Attorney for the preparation of the Motion to Withdraw and the time expended in making a Court appearance.

**30. LIEN.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums owing to Attorney for unpaid costs or attorney's fees. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

31. **POWER OF ATTORNEY.** Client appoints Attorney as its Attorney in Fact to ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand which is now or hereafter shall become due and owing, belonging to or claimed by Client and to use and take any lawful means for the recovery thereof by legal processor otherwise, and to execute and deliver a satisfaction or release therefor, together with the right to compromise or compound any claim or demand.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS**

The foregoing is agreed to by:

Dated: 11/10/2024

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*James S. Burbank*

Dated: 11/11/2024

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**DIGNITY LAW GROUP, APC**

Date:

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David Greene

Joseph Kellener

Attorney