

# D e m o n s t r a t i o n

## LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This agreement, executed in triplicate with each party receiving an executed original, is made between LAW OFFICES OF JOHN SMITH, JR., hereafter referred to as "Law Firm," and JOSEPH LEWIS and LINDA LEWIS, hereafter referred to as "Clients."

This agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section.

2. LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Law Firm to Clients are as follows: Representation of Clients through judgment in *Albertson v Lewis, et al.*, Alameda County Superior Court Case No. 65493-3.

3. RESPONSIBILITIES OF LAW FIRM AND CLIENTS. Law Firm will perform the legal services called for under this agreement, keep Clients informed of progress and developments, and respond promptly to Clients' inquiries and communications. Clients will be truthful and cooperative with Law Firm; keep Law Firm reasonably informed of developments and of Clients' address, telephone numbers and whereabouts; and timely make any payments required by this agreement.

4. ATTORNEY'S FEES. Clients will pay Law Firm for attorney's fees for the legal services provided under this agreement at the respective hourly rates of the individuals providing the services. The rates fall within the following ranges: \$        to \$        per hour for partners, \$        to \$        per hour for associates, \$        to \$        per hour for law clerks, and \$        to \$        per hour for paralegals. Law Firm will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Law Firm will charge for all activities undertaken in providing legal services to Clients under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions (preparation and participation); correspondence and legal documents (review and preparation); legal research; and telephone conversations. When two or more of Law Firm's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

If, while this agreement is in effect, Law Firm increases the hourly rates being charged to clients generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Clients. If Clients choose not to consent to the increased rates, Clients may terminate Law Firm's services under this agreement by written notice effective when received by Law Firm, provided Clients execute and return a substitution-of-attorney form immediately on its receipt from Law Firm if Law Firm is Clients' attorney of record in any proceeding.

Clients acknowledge that Law Firm has made no promises about the total

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amount of attorney's fees to be incurred by Clients under this agreement.

5. COSTS. Clients will pay all "costs" in connection with Law Firm's representation of Clients under this agreement. Costs will be advanced by Law Firm and then billed to Clients unless the costs can be met out of client deposits that are applicable toward costs. 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.

6. DEPOSIT FOR FEES. Clients will pay to Law Firm an initial deposit of \$ , to be received by Law Firm on or before February 1, 199X, and to be applied against attorney's fees incurred by Clients. Of this amount, \$ is nonrefundable and \$ is refundable. The nonrefundable portion will be applied against attorney's fees first. The refundable portion will be deposited by Law Firm in an interest-bearing trust account. Clients authorize Law Firm to withdraw the principal from the trust account to pay attorney's fees in excess of the nonrefundable portion as they are incurred by Clients. Any interest earned will be paid to Client. If, at the termination of services under this agreement, the total amount incurred by Clients for attorney's fees is less than the amount of the initial deposit, the difference, to a maximum of the refundable portion of the deposit, will be refunded to Clients.

Law Firm will notify Clients whenever the full amount of any deposit has been applied to attorney's fees incurred by Clients. Within 15 days after each notification is mailed, Clients will pay to Law Firm an additional deposit in the same amount as the initial one. Deposit of such additional amounts and payment of any interest earned will be made in the same manner as for the refundable portion of the initial deposit. Clients authorize Law Firm to withdraw the principal from the trust account to pay attorney's fees as they are incurred by Clients. Such additional deposits will be fully refundable. If, at the termination of services under this agreement, there have been two or more deposits and the total amount incurred by Clients for attorney's fees is less than the total amount of all deposits, the difference will be refunded to Clients.

7. DEPOSIT FOR COSTS. Clients will pay to Law Firm an initial deposit of \$ , to be received by Law Firm on or before February 1, 1992, and to be applied against costs incurred by Clients. This amount will be deposited by Law Firm in an interest-bearing trust account. Clients authorize Law Firm to withdraw the principal from the trust account to pay costs as they are incurred by Clients. Any interest earned will be paid to Clients. The initial deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Clients for costs is less than the amount of the initial deposit, the difference will be refunded to Clients.

Law Firm will notify Clients whenever the full amount of any deposit has been applied to costs incurred by Clients. Within 15 days after each notification is mailed, Clients will pay to Law Firm an additional deposit in the same amount, and to be applied in the same manner, as the initial one. Deposit of such additional amounts and payment of any interest earned

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will be made in the same manner as for the initial deposit. Clients authorize Law Firm to withdraw the principal from the trust account to pay costs as they are incurred by Clients. Such additional deposits will also be refundable. If, at the termination of services under this agreement, the total amount incurred by Clients for costs is less than the total amount of all deposits, the difference will be refunded to Clients.

8. STATEMENTS AND PAYMENTS. Law Firm will send Clients monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within 30 days after the statement is mailed.

9. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement will be the date when it is executed by the third of the parties to do so.

The foregoing is agreed to by:

Date: \_\_\_\_\_  
Client

Date: \_\_\_\_\_  
Client

Date: \_\_\_\_\_  
LAW OFFICES OF JOHN SMITH, JR.  
By Joanne Doe