

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This agreement, executed in duplicate with each party receiving an executed original, is made between Tim O'Connor, hereafter referred to a "Attorney," and hereafter referred to as "Client."

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 Attorney to Client are as follows: Representation of Client through judgment in Court proceedings

3. LEGAL SERVICES SPECIFICALLY EXCLUDED. Legal services that are not to be provided by Attorney under this agreement specifically include, but are not limited to, the following: representation in proceedings in an appellate court, representation in post-judgment proceedings (e.g., to enforce or modify provisions of the judgment), and advice as to the tax ramifications of client's decisions.

If Client wishes that Attorney provide any legal services not to be provided under this agreement, a separate written agreement between Attorney and Client will be required.

4. 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; keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts, and make any timely payments required by this agreement.

5. CONTINGENT NATURE OF ATTORNEY'S FEES. Client's representation by Attorney in the Litigation will be handled on a wholly contingent basis. Absent a favorable outcome in the Litigation, Client will not have any responsibility for the attorney's fees due to Attorney. Rather, Attorney will accrue all attorney's fees in connection with the litigation. If the litigation is concluded successfully, then Attorney will seek payment of their attorney's fees in one of the following manners:

(A) If the litigation results in settlement, Attorney will be entitled to thirty-three and one-third percent (33 1/3%) of any settlement fund, if settled before the first day scheduled for the beginning of trial, or forty percent (40%) of any settlement fund or judgment, if settled there after; or if attorney's fees are recoverable in the action, Attorney may elect instead to receive any attorney's fees awarded, whichever is greater; or

(B) If the Litigation results in benefit to the Client by means other than the form of money damages, then Attorney shall be entitled to petition the court for an award of attorney's fees to be calculated based upon the total number of hours spent on the Litigation at Attorney's hourly billable rate, as well as recovery of all court-approved costs and expenses incurred by Attorney in connection with the Litigation. All attorney's fees which are determined by the court to be payable by Defendants shall belong to Attorney, and Client hereby relinquishes any interest in or any claim to such attorney's fees, costs and expenses.

The amount of the contingency fee rate set forth in this Agreement is not set by law but, rather, is negotiable between Attorney and Client in accordance with California Business and Professions Code Section 6147.

6. **ATTORNEY'S FEES.** Client agrees that Attorney will bill the sum of \$350.00 per hour for Attorney's legal services provided under this agreement. Attorney 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.

Client agrees that Paralegal will bill the sum of \$175.00 per hour for Paralegal services provided under this agreement. The Paralegal 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.

Attorney will charge for all activities undertaken in providing legal services to Client 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. Travel time will be charged both ways.

Client acknowledges that Attorney has made no promises about the total amount of attorney's fees to be incurred by Client under this agreement.

If a judgment is not found in Client's favor and no recovery for attorney's fees and/or costs is realized or negotiated, Attorney will not receive compensation for the legal services provided to client.

7. **COSTS.** Client will pay all "costs" in connection with Attorney's representation of Client under this agreement, on a monthly basis, directly to My US Legal Services, a litigation support services company hired by Attorney and Client to provide litigation support for Client's case. Costs include, but are not limited to, document preparation, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger services fees, photocopying expenses, and process server fees.

Client acknowledges that Attorney has made no promises about the total amount of costs that could be incurred by Client under this agreement.

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. **SETTLEMENT.** Attorney will not settle Client's case without the approval of Client, who will have the absolute right to accept or reject any settlement. However, Client agrees that if client rejects a settlement or offer by another party that includes Attorney Fees, Client will pay Attorney an amount equal to the amount of attorney's fees included in the other party's offer. If Client accepts the

settlement offer that includes attorney's fees, Client will owe nothing further. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.

10. 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 remain obligated to pay Attorney at the agreed rate for all services provided and to reimburse Attorney for all costs advanced.

11. 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) The Client consents, (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively, and (c) the client fails to pay attorney's fees or costs as required by his or her agreement with the Attorney. Notwithstanding Attorney's withdrawal, Client will remain obligated to pay Attorney at the agreed rate for all services provided, and to reimburse Attorney for all costs advanced, before the withdrawal.

12. 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 and that any opinion offered by Attorney in the future will not constitute a guaranty.

13. ORIGINAL DOCUMENTS. Client agrees that all original documents associated with this action may, at Attorney's discretion, have their images scanned into a computer system and then destroyed.

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

The foregoing is agreed to by:

DATED: _____

DATED: _____

TIM O'CONNOR
ATTORNEY AT LAW