



MALOOF LAW GROUP, APC
Professional Services, Personally Delivered

December 30, 2019

[Date]

**ATTORNEY-CLIENT FEE AGREEMENT
(the "Agreement")**

Maloof Law Group, APC ("Attorney") and: **Cortina Community Services District** ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. **CONDITIONS.** This Agreement will be effective upon Client's signature and payment, if applicable, of any initial deposit required pursuant to Paragraph 4, below.

2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the following matter:

General Legal Advisement

Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. This Agreement does not cover, however, any court action or representation. Any such services shall require a supplement to this Agreement.

Services in any matter not described above will require a separate written agreement, but if no separate agreement is entered into, then the basic terms and conditions contained herein shall apply.

3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's current address, all telephone numbers (including work, home and mobile) and whereabouts, and shall promptly notify Attorney of any changes whatsoever. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **DEPOSIT.** *<Intentionally Deleted>*

5. **LEGAL FEES AND BILLING PRACTICES.** Client consents to a monthly "retainer" of \$500.00, which would cover the following: Attorney's ensured availability with a 24-hour turn-around time, One and One-Half hours of actual legal work, on a "use it or lose it" basis, each month and travel time (up to two times per calendar year) in the event any of attorney's services require attendance of a local meeting. Additional time would be at the hourly rates then-prevalent hourly rates, in the attached Rate Schedule.

818 University Avenue, Sacramento, California 95825

Telephone: 916.852.3222 • Facsimile: 916.640.8871 • Website: www.MaloofLaw.com



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Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession whether or not Client has paid for all services.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees will likely vary from estimates given, depending upon circumstances and responses beyond Attorney's or Client's control.

10. ARBITRATION

A. ARBITRATION OF ALL DISPUTES INCLUDING CLAIMS OF MALPRACTICE

Any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree, then the Superior Court of Sacramento County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute, shall be Sacramento County, California.

B. STATE BAR FEE ARBITRATION

Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

By initialing below, Client and Attorney confirm that they have read and understand sub-paragraphs A and B above and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

RB. (Client Initial Here) _____ (Attorney Initial Here)

11. 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.

12. 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.

13. 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 only to the extent that the parties carry it out.

14. NO WAIVER. No deviation from Attorney's adherence to this Agreement shall constitute a waiver of the terms herein. All terms and conditions in this Agreement fully survive any such deviation as fully enforceable against Client at a subsequent time, at Attorney's sole discretion.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

SIGNATURE PAGE FOLLOWS



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RATE SCHEDULE

Rates will be charged against the refundable trust fund account (as applicable) and/or billed as per the Fee Agreement in accordance with the below rate schedule for hourly and court time:

FULL-TIME STAFF:

- **Nicholas Maloof, Attorney at Law**
 - Hourly: \$335.00
- **Mark Saakian, Attorney at Law**
 - Hourly: \$225.00
- **Secretary and Legal Assistant**
 - Hourly: \$75.00

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

"CLIENT"

"ATTORNEY"

DATED:

01.19.2020

DATED: _____

X

Rod Bradford

MALOOF LAW GROUP, APC

Printed Name: Rod Bradford

(rep. Cortina Community Services District)

Address: 6566 Dolbow way

Arbutle ca 95912

Home Tel. #: _____

By: _____

Work Tel. #: _____

Attorney at Law

Cellular #: 530.304.6939

Email: rodbradfordphotos@gmail.com