

**TERRY M. MALLERY, A PROFESSIONAL LAW CORPORATION**

**AGREEMENT FOR LEGAL SERVICES - GENERAL**

\_\_\_\_\_ ("Client") hereby employs  
TERRY M. MALLERY, a Professional Law Corporation, ("Attorney"), to provide legal services limited to the  
following matter(s): \_\_\_\_\_

The adverse parties (that is, the persons on the "other side" of Client's case, if any) are as follows:  
\_\_\_\_\_

**1. Conditions.** Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement and pays the deposit called for under Paragraph 8. However, if Client requests that Attorney provide any services prior to his/ her signing of the Agreement and Attorney elects to do so, Attorney shall be compensated for those services as provided below.

**2. Duties of Attorney.** The duties of Attorney shall be to represent Client's interests diligently, to keep Client informed of developments, to send copies of all but the most routine correspondence and documents for the Client's review, and to render candid advice to Client, whether or not that advice is favorable or likely to be well-received by Client. Attorney's services will generally not include litigation. However, Attorney will represent Client in administrative hearings, and before government agencies, arbitrators and mediators.

**3. Client Duties.** Client agrees to give full and complete disclosure of all relevant facts and advise Attorney of new developments known only to Client. Truthfulness in all matters is essential to effective representation and confidentiality is assured through the attorney-client privilege. Client agrees to return phone calls and correspondence, to pay fees promptly, and to keep Attorney advised of Client's physical home and business address, mailing address, telephone number and physical whereabouts at all times during the representation.

**4. Costs Advanced.** Client shall pay for all costs and expenses incurred by Attorney and fees and expenses of other specialists engaged by Attorney. Charges for some typical costs are as follows:

- Overnight delivery, delivery charges re files in storage, computer research, filing fees, notary fees,
- extraordinary postage and xerox copying - Actual Cost
- Travel expenses \$.50 per mile for car travel away from Monterey Peninsula;  
actual cost of other travel.

Prior approval by Client shall be required for expenditures costing more than \$200.00.

**5. Amount of Fees.** An hourly fee will be determined by multiplying the total number of hours (or portion thereof) expended by Attorney times the hourly rate. Current hourly rates are as follows:

Terry M. Mallery	\$350.00
Kristin M. DeMaria	\$250.00
Marjorie McClure, Paralegal	\$150.00

Attorney charges are billed in minimum units of one-tenth of one hour. Fees shall also be applied to travel time (but only one-half such travel time will be billed), telephone calls, inter-office conferences between Attorney and staff, and all other time of any nature spent working on Client's affairs. The hourly fee of Attorney may be increased by Attorney at any time Attorney establishes a new hourly rate to be applied generally to all new Clients (other than flat fee cases and contingency fee cases). If Client's account is active, Client will be given 30 day's notice on the monthly statement.

Client acknowledges and agrees that if he or she were referred by Lawyers Referral Service, ten percent (10%) of the fees paid to Attorney as a result of this referral from Lawyers Referral Service will be forwarded by Attorney to the Lawyers Referral Service.

**6. Contract Attorneys.** Attorney may utilize contract attorneys who are not employees or shareholders of Attorney to provide part or all of the legal services to Client. Time expended by such contract attorneys shall be billed to Client at rates comparable to either Principal Attorney or Associate Attorney's rates and contract attorneys shall be compensated by Attorney, and by signing below Client expressly consents to such arrangement.

**7. Minimum Fee.** Notwithstanding the foregoing, Attorney's minimum fee is \$250.00, regardless of the amount of time expended.

**8. Payment of Fees.** UNLESS OTHERWISE AGREED, PAYMENT SHALL BE DUE UPON RECEIPT OF STATEMENT. Attorney shall send Client periodic statements for fees and costs incurred. Upon Client's request, Attorney will provide a duplicate statement within 10 days. Responsibility to provide legal services will be accepted and work will begin when Attorney receives a deposit in the amount of \$\_\_\_\_\_, which will be deposited into Attorney's general account and applied to fees and expenses as earned. **Unless otherwise agreed, this deposit is not an estimate, a maximum fee, or a flat fee.** If and when it becomes apparent that the amounts initially deposited for fees or expenses will be expended, Attorney may notify Client and make an estimate of additional amounts to be expended, and such additional sum will be promptly deposited with Attorney by Client. If Client fails to pay either of said amounts, Attorney may resign from the case by returning to Client all unearned fees. Attorney may send statements more often than monthly, and **Client agrees to pay the balance due on receipt of the statement.** A late charge will be charged on payments over thirty (30) days late in the amount of one and one-half percent (1.5%) per month.

**9. Billing Errors.** Client agrees to notify Attorney of any billing errors within fifteen (15) days of receipt of the statement on which the charges or credits are shown or should have been shown. After thirty (30) days, Client agrees that the bill will be presumed correct as shown. Notwithstanding the foregoing, if Client authorizes further work by Attorney, all statements previously received are conclusively presumed correct. **If Client feels that any charges are incorrect or inappropriate, it is the Client's duty to bring those matters to the attention of Attorney within fifteen (15) days, and, in any event, before requesting any further services.**

**10. Attorney's Lien.** Attorney shall have a lien against all monies of Client held by Attorney or by any third party, and any obligations which have arisen or may arise by any third person to Client, to secure payment of any and all sums owed to Attorney by Client, whether derived from fees, costs, or interest, and whether said debt arose in the past, or arises in the present or future. Said lien shall attach to all monies and distributions to Client, whether held in trust or not. This lien shall survive termination of the attorney/client relationship for any reason so long as any Client obligations under this Agreement remain unpaid.

**11. Binding Arbitration.**

(a) *Fee Related Disputes.* If any dispute arises out of, or is related to the fees and costs charged by Attorney, then the parties hereto agree that any such dispute shall be submitted to binding arbitration. The binding arbitration shall be held by the Monterey County Bar Association and shall be conducted pursuant to Business & Professions Code §6200, et seq. Both Client and Attorney understand that, by agreeing to go to binding arbitration, each of them is giving up their right to a jury trial and all related procedures that arise in the context of a civil lawsuit.

(b) *Other Disputes.* If any dispute arises out of, or is related to, either 1) any claimed breach of this Agreement, 2) the professional services rendered by Attorney, or 3) any other disagreement of any nature, type or description, including legal malpractice actions, then the parties hereto agree that any such dispute shall be submitted to binding arbitration. Each party shall submit a list of five (5) practicing attorneys to the respective judge of the Superior Court of Monterey County, who shall then select one attorney from either of the submitted lists to hear the dispute. The binding arbitration shall be held in Monterey County, California, and shall be conducted pursuant to California Code of Civil Procedure §1280, et seq. Both Client and Attorney understand that, by agreeing to go to binding arbitration, each of them is giving up their right to a jury trial and all related procedures that arise in the context of a civil lawsuit. **By placing their initials in the space provided below, Client and Attorney specifically agree to be bound by the terms and conditions of this Paragraph 11 requiring binding arbitration to resolve any dispute of any nature whatsoever:**

Client's Initials: \_\_\_\_\_  
Attorney's Initials: \_\_\_\_\_

**12. Discharge and Withdrawal.** Client may discharge Attorney at any time. However, Client understands that in some cases it may not be possible or desirable for Client to terminate services immediately upon receipt of termination instructions from Client. In disputed matters and in dealings with third parties, it may be necessary to continue services for a limited period to bring matters to rest. In that event, Client specifically agrees to pay for this additional time as well as all time prior to notification by Client of a wish to terminate services. Attorney may withdraw with Client's consent or for good cause. Good cause includes failure to pay fees, any other breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful, unethical, or unrewarding.

**13. Conclusion of Services.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After

Attorney's services conclude, Attorney will, upon Client's request, deliver the original or a copy of correspondence and documents in Client's file to Client, along with any Client funds or property remaining in Attorney's possession after payment of fees and costs. Should Client wish to obtain the original or a copy of the client file, Attorney is entitled to a copy of such file and Client shall reimburse Attorney for copying of the file. The file retained by Attorney will then be sent to a storage facility and scheduled for destruction.

**14. Disclaimer of Guarantee.** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome are intended to be expressions of opinion only. Attorney shall use his best efforts to achieve Client's goals, but cannot and does not guarantee any particular result. Attorney will endeavor to give his best advice, but Client agrees that all decisions are Client's alone, and Client remains responsible for the consequences of those decisions.

**15. Entire Agreement; Modifications.** This is the entire Agreement between Attorney and Client, and there are no other agreements or promises between the parties other than as set forth herein. This Agreement can only be modified by a subsequent writing signed by both parties.

**16. Miscellaneous.** Attorney shall be entitled to recover any and all attorney's fees incurred by Attorney in collecting any debt arising from this Agreement, including but not limited to fees incurred in litigation, arbitration (state-mandated or by agreement) and appeals, if any, and specifically including any efforts to enforce the above-described attorney's lien. Client acknowledges that he or she has had the opportunity, if desired, to review this Agreement with independent counsel of his or her choice.

**17. Guaranty of Company Fees.** The person or persons signing below agree that whether or not the formation, dissolution or representation of a corporation, limited liability company, or partnership is part of the services rendered, and whether or not statements are sent directly to any business entity, they are and shall remain personally liable for the payment of fees arising from this Agreement.

**The undersigned have read the foregoing Agreement for Legal Services and fully understand its terms and conditions.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Company:**

\_\_\_\_\_  
(Name of Company)

TERRY M. MALLERY,  
a Professional Law Corporation

By: \_\_\_\_\_  
Signature Title

By: \_\_\_\_\_  
Terry M. Mallery

By: \_\_\_\_\_  
Kristin M. DeMaria

**Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**PERSONALLY GUARANTEED BY:**  
(See attached Guarantee Agreement.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ADDENDUM TO AGREEMENT FOR LEGAL SERVICES  
IN RE PRIVACY OF CONSUMER FINANCIAL INFORMATION**

Pursuant to the Gramm-Leach-Bliley Act, Public Law Number 106-102, and the rule issued by the Federal Trade Commission regarding the Privacy of Consumer Financial Information, 16 Code of Federal Regulations Part 313, law firms which provide tax planning and estate planning services to their clients are or can be categorized as financial service providers and therefore required to provide written notices to clients with matters of that type regarding disclosure of non-public personal information. As your attorneys, our firm may collect non-public information about you, either from you, or (with your authorization) from third parties such as accountants, tax preparers, stock brokers, real estate brokers, financial advisors, insurance agents, banking institutions, and other advisors. We do not disclose any non-public personal information about our clients or former clients to anyone except as permitted by law, or as authorized by that client. If we are authorized by you, we may disclose non-public personal information to unrelated third parties. Such unrelated third parties would include accountants, financial advisors, insurance agents, or government authorities in connection with any tax returns prepared by us or estate and/or tax planning. We restrict access to non-public personal information about you to those employees or contractors of our law firm who need to know the information in order to provide legal services to you. We maintain physical, electronic, and procedural safeguards that comply with Federal Regulations and our rules of ethics to guard your non-public, personal information.