

PALMER & TRAN, LLP

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AGREEMENT OF LEGAL ENGAGEMENT

1. This Attorney-Client Fee Contract ("Contract") is made at Fountain Valley, California and is entered into by and between the Law Offices of Palmer & Tran, LLP and :

Client: _____

_____ Alien Number (if applicable) : _____

2. REPRESENTATION. Client hires Attorney to represent Client regarding: _____

Attorney shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number, email and whereabouts.

3. FLAT FEE. All fees are calculated in U.S. dollars. Client agrees to pay a fee of \$_____, **plus costs**. The terms of payment shall be an advance *non-refundable* deposit of \$_____. The balance of the fee is due at the rate of \$_____ on the 10th of each month until the balance is zero (0).

PLEASE NOTE IF unforeseen or abnormal problems, work, heavy responsibility, or extra Court appearances are involved, fees will require adjustment.

Client agrees that the full amount of the advance deposition will be earned by the Law Offices of Palmer & Tran, LLP upon receipt and will be deposited in the General Account. Attorney shall have no obligation to provide services to Client until deposit is paid in full.

4. COSTS AND EXPENSES. Attorney will incur various out-of-pocket costs and expenses in connection with the legal services provided for in this Agreement. **Client agrees to bear directly, or reimburse Attorney for those costs and expenses in addition to the flat fee.** Such costs and expenses commonly include, but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, facsimile calls, messenger and other delivery fees, postage, in-office photocopying at 15 cents per page, parking costs for court appearances, consultant fees and other similar items. A fee of \$50.00 will be charge for any returned checks. Client authorizes Attorney to incur all reasonable costs and to hire any investigators or consultants reasonably necessary in Attorney's judgement. In the normal course of Attorney's work, Attorney will advance on Client's behalf costs and disbursements for smaller expense items such as computerized research, postage, long distance

Agreement of Legal Engagement with PALMER & TRAN, LLP

Attorney-Client Fee Agreement

telephone charges, copying charges, etc. However, **Attorney will not advance any filing fees.** Attorney requires Client to advance all filing fees prior to the filing of the application.

5. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorney's statements to Client are to be construed as a promise or guarantee about the outcome of the Client's matter. Attorney makes no such promises or guarantees, and Attorney's comments about the outcome of Client's matter are expressions of opinion only.
6. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. The attorney-client relationship is one of mutual trust and confidence. We reserve the right to withdraw from this representation if this relationship of mutual trust and confidence is violated in any way.
7. **ARBITRATION.** All disputes, controversies, or claims arising out of or relating to this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.
8. **VENUE.** This agreement shall be interpreted under the laws of the State of California. Any litigation under this agreement shall be resolved in the trial courts of Los Angeles County, State of California.
9. **REFERRAL FEE.** If client retains the services of Attorney, Attorney will pay a referral fee up to 25% to the attorney who referred client to the Law Offices of Palmer & Tran, LLP. *This will not increase the flat fee charged to Client.* The Law Offices of Palmer & Tran, LLP agrees to pay _____ a referral fee in the amount of \$_____.
10. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges shall immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client property in Attorney's possession.
11. **EFFECTIVE DATE.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement with the advance deposit. Further, the continued effectiveness of this Agreement is conditioned upon the performance of both the Law Offices of Palmer & Tran, LLP and Client. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

BY: _____ Date _____
PALMER & TRAN, LLP

I consent to all of the terms and conditions of said retainer fee agreement, fully understand said agreement and acknowledge having received a copy of this agreement.

Client _____ Date _____

Address: _____

Phone number: (H) _____ (W) _____ (Cell) _____

Email Address: _____