

FEE AGREEMENT

This is to confirm, in writing, the agreement concerning the fee to be charged by Anton Vialtsin, Esq, 401 W. A St, Suite 1100, San Diego CA 92101, for representing _____ in the case of _____

1. Conditions. 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 and pays the initial fees called for under Paragraph 3.

2. Client 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 address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

3. Fee for Representation. Counsel's fee for representing the client in the previously described case is a minimum of \$_____. You have made a payment of \$_____. The remaining \$_____ will be due within ___ days (____/____/2014). The remaining \$_____ will be due within ___ days (____/____/2014).
 - a. The entire fee is due and earned regardless of the length of time the case takes to settle by plea or dismissal. There will be an additional trial fee in this case. The fee is paid in exchange for accepting the representation of the client and for rendering advice of a plan of action. 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. Upon payment the fee belongs to the attorney, it will be deposited into counsel's account and it will not be held in trust for the client.

4. Third Party Payor. Client's legal fees are being paid by a third party, _____. Both the client and the third party must understand that our ethical duties of confidentiality and communications are owed to the client, Eugene Terrance Taylor, not to the person paying the fees. All decisions regarding the legal status and strategy of the case shall be discussed only with the client unless you give express written permission. Any refund shall be returned to the party who provided the funds. By signing this agreement, the client is consenting to a third-party paying client's legal fees. By signing this agreement, the third party is consenting to payment of the remainder of legal fees in this case.

Client Signature: _____ Date: _____

Third Party Payor: _____ Date: _____

- a. The client expressly permits the attorney to discuss his/her case legal status and strategy with the third party payor.

Client Signature: _____ Date: _____

5. Hourly Rate - Legal Fees. It is understood that counsel is not entering into an hourly rate contract. This means that counsel will devote such time as is necessary in this matter, but compensation will not be increased or decreased based upon the amount of hours expended on the case. Instead, counsel has guaranteed a fixed fee for services, as above set forth. In setting the fixed fee above, counsel has taken into consideration the degree of difficulty of the case, the expectations of the client, the urgency of the matter, necessity of declining other work based upon the hours required to do this case, and counsel's degree of expertise in the handling of criminal cases.
6. Appellate Level Proceedings. If any appeals or extraordinary writs are taken up with any appellate court or by either the plaintiff or the defendant, either before or after trial, additional fees will be involved. Such fees may be the subject of a separate agreement.
7. Costs and Expenses. Costs and extraordinary expenses are in addition to attorney fees. These costs and expenses include, but are not limited to fees for service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, investigators fees, expert witnesses, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. It is agreed that costs will be paid by the client and if any costs must be advanced by counsel these costs will be billed to the client.
8. Collection. If it is necessary to institute collection action or arbitration to enforce this agreement, costs of collection, including reasonable attorney's fees, will be payable to Anton Vialtsin, Esq. in addition to all amounts for fees, costs and expenses previously described.
9. Liability Insurance. Pursuant to California Rule of Professional Conduct 3-410, Anton Vialtsin, Esq. is informing you in writing that he does NOT have professional liability insurance.
10. Attorney's Right to Withdraw. If the client is unable to meet the payment schedule described in this agreement, Anton Vialtsin, Esq. reserves the right to withdraw from his representation of the client.
11. File Retention. Contents of a client's file are owned by Anton Vialtsin, Esq. and shall remain the property of the law firm after the conclusion of the case.

12. Withdrawal.

- a. In the event that the client fails and refuses to pay the amounts due and owing and fails to make satisfactory payment arrangements within a reasonable time from receipt of the bill for services or expenses, the client agrees to Anton Vialtsin's withdrawal as attorney or counsel. Such withdrawal is subject to the approval of the court. In further event that it is necessary to pursue legal means to obtain interest, attorney's fees and costs of collection will be the client's responsibility.
- b. The attorney may also withdraw from this representation and terminate this agreement at any time if the client, in the opinion of the attorney;
 - i. insists upon presenting a claim or defense which is not warranted under existing law and cannot be supported by good faith argument, extension, modification or reversal of existing law;
 - ii. insists that attorney pursue a course of conduct that is illegal or prohibited by the rules or the standards of the conduct of the State Bar of California or other applicable standards; or
 - iii. refuses to cooperate with or assist the attorney on any material matter when requested by attorney to do so.

13. Discharge of Attorney. The client may discharge the attorney and terminate this contract at any time. Expenses incurred in this representation shall be due and payable by the client at such time of termination.

14. No Guarantees. The client understands that results of trial work and hearings cannot be guaranteed, and that no guarantees are made. 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 may vary from estimates given.

15. 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.

16. 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.

17. Modification. 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.

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.

DATED this ____ day of _____, 2014.

ANTON VIALTSIN
Attorney at Law

The above and foregoing fee agreement is accepted by _____.

DATED this ____ day of _____, 2014.

Signature: _____
Print Name: _____
Address: _____

Telephone: _____

The above and foregoing fee agreement is accepted by _____.

DATED this ____ day of _____, 2014.

Third Party Payor: _____
Address: _____

Telephone: _____