

**MODEST MEANS PROGRAM
ATTORNEY-CLIENT FEE CONTRACT**

This agreement is between _____ (“you”) and _____ (“me/I”) and represents the written fee contract that California law requires lawyers to have with their clients.

1. **EFFECTIVE DATE.** This agreement will not take effect, and I will have no obligation to provide legal services under this agreement, until you return a signed copy of this agreement and you pay the initial deposit described in Paragraph 4. If it does become effective, the effective date will be retroactive to the date I first performed services on your behalf (with the exception of the first half hour consultation, for which there is no fee).

2. **MODEST MEANS PROGRAM CONDITIONS.** You understand that legal services can be provided through the Modest Means Program only to persons who meet established eligibility criteria. You agree to provide accurate and complete information relating to your household income, assets and other financial resources and to inform me if there are significant changes in such resources during the course of legal representation which would affect your eligibility for legal services under the Modest Means Program.

3. **SCOPE OF SERVICES.** You are hiring me to provide the following legal services:

Unless we make a different agreement in writing, this agreement will govern all future services I may perform for you.

4. **INITIAL DEPOSIT.** You shall initially deposit the following sums with me:

Anticipated Court Costs: \$ _____

Attorney Fee Retainer: \$ _____

The foregoing sums will be deposited in a trust account and will be used to pay attorney’s fees and costs. You authorize me to withdraw sums from the trust account to pay earned fees for my services and costs incurred on your behalf. You also agree to grant me a lien on any claims or causes of action covered by this agreement for the payment of fees and costs. Any unused deposits held at the conclusion of my services will be refunded to you.

5. **LEGAL FEES AND COSTS.** We agree that I am entitled to be compensated for the reasonable value of the legal services rendered on your behalf. However, we further agree that you are not presently financially able to pay the reasonable value of such services. Therefore, based upon your limited ability to pay, and for so long as you remain eligible to participate in the Modest Means Program, we agree as follows:

A. Hourly Rate: My standard hourly rate is \$ _____. However, in volunteering to participate in the Modest Means Program, I have agreed to charge you substantially reduced rates. Therefore, I will accept \$ _____ per hour for services rendered on your behalf. (subject to the other provisions of this agreement).

B. Fixed Fee (strike if inapplicable): In lieu of an hourly rate, I agree to represent you for a fixed fee of \$ _____ which is an amount substantially below what I normally charge for the services described above.

C. Court Ordered Fees: I reserve the right to seek an order from the court (under circumstances deemed appropriate by the court) for an award of attorneys fees to be paid by the adverse party based upon the reasonable value of my services (as determined by the court). If the court makes an award of fees in excess of the amount I am charging you (above), and the allowed fees are in fact paid, I will credit you the amount I charged you for the services which were over the amount I charged you for those services. You will still be obligated to pay me at our agreed (reduced) hourly rate if the court denies the application, and you will be required to pay me for services rendered which were not included in the application to the court.

D. Expenses: I may incur various costs and expenses in performing legal services under this agreement. You agree to pay for those costs and expenses in addition to the fees for my services. These costs and expenses commonly include process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporter's fees, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, investigation expenses, expert witness fees, consultant fees, charges for computer time and other similar items.

E. Billing: I charge for my time in minimum units of _____ hours. As in other cases, I will charge you for the time I spend on telephone calls relating to our matter, including calls with you, other attorneys, or court personnel. I will charge for waiting time in court and elsewhere and for travel time. I will send you periodic statements for fees and costs incurred. Each statement will be due within ten (10) days of its date. You may request a statement detailing the services rendered and costs incurred at intervals of no less than thirty (30) days. If you do, I will provide one within ten (10) days.

F. Interest Charges: If a billing statement is not paid when due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by a periodic rate of .833% per month (10% annual percentage rate). The unpaid balance will bear interest until paid.

G. Use of Staff: In my discretion I will utilize secretaries, law clerks, paralegals, and other non-attorney personnel of my choosing for the investigation, preparation, presentation, or other aspect of any matter for which legal services are being rendered.

6. **IF YOU BECOME INELIGIBLE:** If you become financially ineligible to participate in the Modest Means Program, then I have the right, described in Paragraph 9, to withdraw from representing you. If I choose to exercise that right, we will be free to negotiate a new fee agreement under which I will continue to represent you. If we cannot agree, I may refer you back to the Lawyer Referral and Information Service for referral to a new attorney, or you may obtain another attorney of your choosing. If you become ineligible and we do not come to a new fee agreement, you agree to execute a substitution of attorney form to be filed with the court, consenting to my withdrawal as your attorney.
7. **CONSULTATION WITH MENTOR ATTORNEYS.** You understand that I may, without any charge to you, consult from time to time with mentor attorneys participating in the Modest Means Program. You agree that the only duty such mentor attorneys shall owe to you is the duty to maintain in strict confidence any confidential information which I may have to communicate to them for the purpose of obtaining advice. In extraordinary circumstances you and I may agree that compensation should be paid to the mentor attorney for services rendered. Absent your consent, however, you will not be responsible for the payment of mentor attorneys' fees.
8. **CLIENT'S DUTIES.** You agree to be truthful with me, to cooperate, to disclose to me and keep me informed of all facts and developments in your case, to abide by this agreement, to be punctual in keeping appointments and to inform me immediately when such appointments must be canceled, to pay my bills on time, to keep me advised of your address, telephone number, and whereabouts, and to respond promptly and fully to requests made by me of you. You also agree that you will promptly communicate to me and the Administrator of the Modest Means Program (1) any circumstance which affects your financial eligibility to participate in the Modest Means Program and (2) any complaint you have regarding the legal services provided or the amounts billed for fees or costs.
9. **DISCHARGE AND WITHDRAWAL.** You may discharge me at any time. I may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with me or to follow my advice on a material matter, any fact or circumstance that would render my continuing representation unlawful or unethical, or your financial ineligibility to participate in the Modest Means Program.
10. **ARBITRATION OF DISAGREEMENTS.** If you disagree with my charges for fees or costs and we cannot resolve the disagreement, you may request arbitration of the dispute by the Arbitration Committee of the San Diego County Bar Association. If you request such arbitration, the decision of the arbitrator, or panel of arbitrators, will be final and binding on both of us. If judicial enforcement of the arbitration award becomes reasonable necessary, the party prevailing in the arbitration shall be entitled to recover reasonable attorneys' fees and costs incurred in such judicial enforcement.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in my statements to you will be construed as a promise or guarantee about the outcome of your matter. I make no such promises or guarantees. My comments about the outcome of your matter are expressions of opinion only.
12. **ENTIRE AGREEMENT.** This document contains our entire agreement. Any changes to this agreement must be made in writing signed by both of us.

DATED: _____
_____ Attorney at Law

By: _____

I have read and understood the above terms and I agree to them, as of the date legal services were first provided.

Address: _____

Telephone: () _____

DATED: _____
_____ Client

By: _____