

GREENBAUM LAW GROUP LLP

160 Newport Center Dr., Suite 110
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(949) 760-1400
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HOURLY FEE RETAINER AGREEMENT

THIS AGREEMENT is made on _____, 202_ at Newport Beach, California, between GREENBAUM LAW GROUP LLP (hereinafter "Attorney") and _____ (hereinafter "Client") to pursue a claim arising from _____.

Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate settlement or compromise, but no settlement or compromise shall be made without the approval of the Client. The Attorney-Client relationship ends when either Client or Attorney give notice of termination pursuant to the terms of this Agreement, whether or not Client has obtained new counsel. In no event will Attorney be responsible for renewing any expired or expiring judgments unless separately engaged and retained to do so.

It is agreed that fees for legal services rendered will be charged and paid at the then prevailing rate set by Attorney per billable legal hour for services rendered. A schedule of current rates is attached hereto. Attorney's rates are subject to change. All court or litigation fees or costs, investigation, computer-assisted legal research (i.e. Lexis, etc.) and trial preparation expenses, photocopy and postage expenses, if any, will be billed to the Client. Client agrees to pay billings within (10) days of the billing date.

Attorney has received from Client a Retainer in the amount of \$5,000.00 to be deposited in Attorney's Client Trust Account. Client agrees that Attorney may maintain \$2,500.00 of the Retainer in its Trust Account until final billing at which time the retained amount will be applied toward the final bill with any balance to be refunded to Client. Attorney may draw up to \$2,500 for costs and services. Thereafter, billings for accrued costs and services will be sent. Should Client fail to pay any billing within ten (10) days of billing date, Attorney is authorized to deduct amounts then due from the Trust Funds deposited and apply such amounts against Client's bill. In such event, Attorney will have the right to withdraw from further representation upon 10 days' notice.

Arbitration of Disputes – Client has the right to preliminarily arbitrate a fee matter only before the Bar Association in accordance with the Business and Professions Code. Such fee arbitration shall not pertain to any matter other than fee claims. Should any dispute ever arise over Attorney's services, Client agrees to resolve any and all other issues through binding arbitration before a retired California Court Judge, or other arbitrator who has expertise, as the parties may agree, at and through Judicial Arbitration and Mediation Services (JAMS). Any such Arbitration shall be held in Orange County, California. Any Discovery shall be subject to the JAMS Comprehensive Arbitration Rules but either party may request the Arbitrator to limit the amount or scope of such discovery to balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

Client and Attorney agree that a faxed, scanned or imaged signature may be deemed to be an original signature for all purposes in this representation. To the extent of Attorney's fee interest, Attorney is shall have a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments thereunder and Client expressly assigns that fee interest to Attorney. It is agreed that Attorney may retain its' share from the amounts finally received by settlement, suit or otherwise, for services and disbursements furnished by Attorney on any matter Attorney is handling for Client. To expedite clearing of settlement or payments, Client authorizes Attorney to endorse Client's name to all proceeds checks but only for deposit to Attorney's Client Trust Account. If more than one matter is being handled, Attorney may offset amounts owed to related matters.

Client may terminate Attorney, subject to Attorney's lien and claim for fees in accordance with applicable law and the California Bar Rules of Professional Conduct. In the event Attorney determines it does not wish to continue pursuing Client's claims or causes of action on an hourly fee basis, Attorney may withdraw at any time upon giving 10 days written notice to Client at Client's last known address. The Attorney-Client relationship ends when either Client or Attorney exercises the right of termination pursuant to the terms of this Agreement, whether or not Client has obtained new counsel.

GREENBAUM LAW GROUP LLP

Client: _____

By: _____

By: _____

GREENBAUM LAW GROUP LLP

Attorneys

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Hourly Fees as of Date of Retainer (Schedule of fees subject to change on notice)

	<u>Per Hour</u>
MARTIN B. GREENBAUM	\$600
STEPHEN J. SHUMLAS	\$450
ASSOCIATE ATTORNEYS	\$360 - \$450
LEGAL ASSISTANTS	\$95 - \$195
LEGAL SUPPORT STAFF	\$75 - \$95
CLERICAL	\$55- \$85