

## **LEGAL SERVICES AGREEMENT**

The Client identified on this form hereby hires the attorneys at the Lakeshore Law Center (Lakeshore) to prosecute a civil lawsuit for damages or other appropriate relief against whoever is responsible for violations of California credit reporting laws.

This Agreement is limited to a lawsuit against companies that are identified in credit reports provided by Client to Lakeshore and specifically named in the Complaint that will be filed by Lakeshore.

### **Client Share of Legal Fees and Costs (Retainer)**

Client is required to pay in advance \$3,500 toward attorney's fees and litigation expenses/costs incurred or which will be incurred by Lakeshore in investigating and prosecuting this lawsuit.

CLIENT has a right to require the deposit be placed in an identified trust account until earned but agrees the deposit will be placed immediately in the attorney's operating account. However, if representation is terminated before the services are fully rendered, client is entitled to a refund of the unearned portion (calculated based on the below hourly rates). CLIENT electronic approval/signature signifies his agreement to this provision.

### **Client Not Responsible for Rest of Fees/Costs (Contingency)**

Legal fees and costs will almost certainly exceed \$3,500. However, except as indicated below, Client is not personally responsible for additional attorney's fees and litigation expenses/costs incurred by Lakeshore for this lawsuit.

Lakeshore will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: conferences, court sessions, and depositions (preparation and participation); preparation of pleadings and motions; correspondence and legal documents (review and preparation); legal research; and telephone conversations. Client acknowledges that Lakeshore has made no promises about the total amount of attorney's fees to be incurred by Client under this Agreement.

Client has the right to accept or reject any settlement offer. However, Client authorizes Lakeshore to negotiate with the companies being sued for a separate payment, based upon the attorney "lodestar" and for reimbursement of costs and expenses, or to file a motion with the court to compel the companies to pay those fees, costs and expenses. Client understands the term "lodestar" means the Lakeshore attorneys' hourly fees of \$275 to \$775 multiplied by the number of hours spent on the case, which will be incurred in increments of 0.1 hours.

Client understands that Lakeshore's consent is also required if the settlement amount allocated to fees and costs is less than actual lodestar and costs. In such a circumstance, unless Lakeshore provides such consent, Client will be responsible for payment of any attorney's fees or costs not obtained through the settlement.

Client acknowledges that he or she has been advised by Lakeshore and is aware that contingency fee arrangements are not set by law, and that a contingency fee between an attorney and a client is negotiable. If Client is a minor, this Agreement is subject to approval of the court. Bearing these facts in mind, Client agrees that the fee arrangement in this Agreement is fair and reasonable.

### **Money-Back Guarantee**

Lakeshore guarantees that if the lawsuit is not “successful,” it will refund to Client the entire \$3,500 retainer payment, less actual court costs already spent.

Apart from this money-back guarantee, Lakeshore cannot guarantee the results, but will use its professional skill and experience to serve Client’s interests in this case. Lakeshore will provide legal services ethically and professionally.

A lawsuit is “successful” if at least one “negative mark” is removed from Client’s credit report as a result of a court order or settlement. A lawsuit is “not successful” if the lawsuit is dismissed with prejudice and this relief has not been achieved. Failure to recover money damages or reimbursement of legal fees already paid does not make the lawsuit unsuccessful.

A "negative mark" is an entry on Client’s credit report which Lakeshore has determined violates California's Credit Reporting Law and can be the subject of a lawsuit.

The Money-Back Guarantee does not apply in any of the circumstances:

- Client orders Lakeshore to dismiss the lawsuit before a settlement is reached or abandons the lawsuit by failing to maintain communications with Lakeshore or refusing to participate.
- Client hires a new attorney and substitutes him or her into the case.
- Client is offered a settlement that would remove the negative mark and which requires no further payment by Client, but Client refuses the settlement offer.

### **Client Obligations**

Client will cooperate with Lakeshore’s efforts and be truthful with Lakeshore. Client agrees to keep Lakeshore advised of Client’s current residence address, email address, and phone number(s), appear on reasonable notice at any meeting or court appearance which requires Client’s attendance, and comply with all reasonable requests from Lakeshore in connection with the lawsuit.

If Client cannot be located, Lakeshore will act in Client’s best interests and sign settlement documents on Client’s behalf. Client authorizes Lakeshore to endorse any monetary payment check on Client’s behalf and to forward any proceeds thereof to which Client is entitled. With respect to Lakeshore’s right to recover legal fees, Client may seek the advice of an independent lawyer of Client choice and has been given a reasonable opportunity to seek that advice before agreeing to this provision.

### **Conflict of Interest**

If there is more than one Client, each Client should be aware that since they are represented by a common lawyer on a matter of common interest, they may not claim the attorney-client privilege in the event of litigation between themselves. In addition, any confidences among Clients with respect to this matter are waived. Areas of potential conflict include conflicting client instructions; disputes that may arise among clients; two clients give conflicting instructions where following one instruction violates another; clients have divergent objectives; effective advancement of one client's cause may be detrimental to another client; the facts of the case require advocating antagonistic positions of two or more clients in the same matter; disputes arise among the clients or they disagree as to resolution of the matter; one client discloses information to the attorney and demands that it not be disclosed to the other clients; a preexisting relationship with one of the clients clouds the exercise of independent judgment on behalf of the other client; or after the matter is concluded, the clients make conflicting demands for the client file. CLIENT WAIVES ANY POTENTIAL CONFLICT OF INTEREST.

### **Liability Insurance**

Pursuant to rule 1.4.2 of the California Rules of Professional Conduct, Lakeshore advises Client that it does not have professional liability insurance.

### **This Agreement is binding once Lakeshore confirms it in writing**

Client acknowledges that he or she read and fully understands all the terms and conditions of this Agreement before agreeing to it and has received a copy of this Agreement upon execution thereof. Client understands that this agreement is not binding on Lakeshore until it has confirmed its representation of Client in writing and has identified which claims against which companies will be prosecuted.