

**Kramer Telecom Law Firm, P.C.**  
**2001 S. Barrington Avenue, Suite 306**  
**Los Angeles, CA 90025**  
**(310) 312-9900**

**FEE AGREEMENT FOR NON-LITIGATION, HOURLY RATE WORK**  
\_\_\_\_\_, 200\_\_

Kramer Telecom Law Firm, P.C. ("Firm") and \_\_\_\_\_ ("Client") hereby agree that Jonathan L. Kramer, Attorney at Law ("Attorney") will provide and/or supervise legal and related services to Client on the terms set forth below. Attorney discloses and Client acknowledges that Attorney is licensed by the State Bar of California, and Firm is licensed as a legal corporation by the State Bar of California.

**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 deposit called for under Paragraph 4.

**2. SCOPE OF SERVICES.** Client hires Firm to provide legal services in the following matter: \_\_\_\_\_.

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.

This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement.

**3. CLIENT'S 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 information and documents necessary for the representation in the described matter.

Attorney advises Client that Client is the holder of the Attorney-Client privilege. The Attorney-Client privilege, under law, is to promote the full, open, and truthful discussion discussions and complete disclosure of information between Client and Attorney. Attorney further advises Client, and Client acknowledges that the privilege may be lost if Client discloses any contents of the information shared with Attorney to any third party. It is the responsibility of the client to protect or waive (whether intentionally or not) the Attorney-Client privilege. The Client agrees to consult Attorney on questions of the Attorney-Client privilege.

**4. DEPOSIT.** Client agrees to pay Attorney an initial deposit of \$\_\_\_\_\_ by 5:00 p.m. Pacific Time on \_\_\_\_\_, 200\_\_. The deposit may be in the form of a personal bank check, Visa Card, MasterCard, cash, or other legal tender. The hourly charges and expenses will be charged against the deposit. The initial deposit, as well as any future deposit, will be held in an Attorney Client Trust Account (“Trust Account”) which does not pay interest to the Client or Attorney. Credit card deposits are made only using a form provided by Firm to Client.

Client authorizes Attorney to use the Trust Account to pay the fees and other charges as they are incurred. Payments from the Trust Account will be made twenty-one (21) calendar days after Attorney’s mailing remittance to Client of a billing statement. If Client disputes a portion or all of a billing statement, the disputed amount shall remain unpaid and will be held within the Trust Account pending resolution, and the undisputed amount shall be withdrawn from the Trust Account and paid to Attorney on the twenty-first day from the billing date.

Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security. Whenever the deposit amount decreases to ten percent of the initial deposit or is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$\_\_\_\_\_, to replenish the Trust Account. Client agrees to pay all deposits after the initial deposit within 7 calendar days of Attorney’s demand. Unless otherwise agreed in writing, any unused deposit at the conclusion of Attorney’s services will be refunded by Firm to Client within 30 calendar days thereof.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel and non-attorney support staff.

Current hourly rates for attorney personnel are as follows:

|                            |           |
|----------------------------|-----------|
| Jonathan Kramer, Esq. .... | \$____.00 |
| _____, Esq. ....           | \$____.00 |

Current hourly rates for non-attorney personnel are as follows:

|  |           |
|--|-----------|
| Telecommunications System Investigator ..... | \$____.00 |
| Paralegals .....                             | \$____.00 |
| Law Clerks .....                             | \$____.00 |
| Clerical Support Staff .....                 | \$____.00 |

The rates on this schedule are subject to change on 30 calendar days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney and/or other firm members and support staff spend on telephone calls relating to Client’s matter, including calls with Client, and other parties and attorneys as required.

The legal and non-legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel or non-attorney staff attends a meeting or other proceeding, each will charge for the time spent, including waiting time and for travel time both ways, both local and out of town.

Time is charged in units of one tenth of an hour (six minutes) rounded up to the next full six-minute increment. The minimum billing period is six minutes.

**6. COSTS AND OTHER CHARGES.** In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. All costs and expenses will be charged at Attorney's cost except as follows.

Photocopying charges are at \$0.\_\_\_\_ per page; facsimile charges are billed at the rate of \$0.\_\_\_\_ per page; and auto mileage charges are at \$0.\_\_\_\_ per mile or fraction thereof. For out of town travel, which is defined as any travel involving any rental car, airplane or train or other common carrier means of transport, Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and/or his personnel. Client will also be charged the hourly rates for the time Attorney and/or his staff personnel spend traveling to and from Attorney's office.

To aid in the representation in Client's matter, it may become necessary for Attorney to utilize the services of Attorney's in-house investigators and/or engineers, and/or hire consultants or investigators from outside the firm. Client agrees to pay such fees and charges. Attorney will select any consultants or/or investigators to be hired, or in-house engineering or investigative staff to be utilized, and Client will be informed of persons chosen and their charges. If Client declines to authorize Attorney to retain and pay for the in-house investigators and/or engineers, and/or outside consultants and/or investigators selected by Attorney, Attorney will have the right to withdraw as Attorney for Client.

**7. BILLING STATEMENTS.** Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 calendar days of its mailing date, or on the twenty-first day as allowed in Section 4 (Deposit) of this Agreement. Client may request a statement at intervals of no less than 30 calendar days. If Client requests, Attorney will provide one within 10 calendar days after Attorney's receipt of Client's request. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time for any reason.

Attorney may withdraw as Attorney for Client with Client's consent, or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

When Attorney's services conclude all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.

**9. DISCLAIMER OF OUTCOME GUARANTEE AND FEE ESTIMATES.** 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.

**10. 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.

**DO NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND ANY OF THE TERMS ABOVE, OR YOU DO NOT AGREE TO BE BOUND TO ALL OF THE TERMS ABOVE. BY SIGNING, EACH PARTY CERTIFIES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE FOREGOING TERMS AND AGREE TO THEM.**

For Client: \_\_\_\_\_

For Kramer Telecom Law Firm, P.C.

\_\_\_\_\_  
Date  
Client

\_\_\_\_\_  
Date  
Jonathan L. Kramer Esq.  
Attorney at Law  
Kramer Telecom Law Firm, P.C.  
2001 S. Barrington Avenue, Suite 306  
Los Angeles, CA 90025