

**Andrew G. Watters, Esq.**  
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December 29, 2023

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is made on the above-indicated date in Redwood City, California between Andrew G. Watters, Esq. (“Attorney”) on the one hand, and \_\_\_\_\_ (“Client”), on the other hand.

### I. AUTHORIZED MEANS OF COMMUNICATION WITH CLIENT

Until further written notice, Client hereby authorizes Attorney to communicate with Client by the following means (all are required):

A. At Client’s primary physical or mailing address, which is:

B. By email at the following email address(es): \_\_\_\_\_

C. By phone at the following phone number(s): \_\_\_\_\_

D. Attorney is authorized to communicate with the following individuals on behalf of Client in addition to Client:

E. Additional Client comments or further instructions regarding communication with Client:

Client agrees to notify Attorney in writing of all changes in the foregoing means of authorized communication as they occur.

### II. PURPOSE AND SCOPE OF LEGAL SERVICES

Client hereby retains and employs Attorney to provide legal services to Client as follows: Attorney will handle a litigation matter involving Client that has previously been discussed by phone and via email, and any other matters mutually agreed in writing.

The legal services provided for in this Agreement do not include the filing or handling of any appeal or writ, or post- judgment matters/collections. This includes bankruptcy in the event the client or an opposing party files for bankruptcy protection at any time in a case. Separate arrangements must be made for appellate matters and collections, or bankruptcies.

### III. COOPERATION AND DUTIES OF CLIENT AND ATTORNEY

Client shall keep Attorney advised of all necessary information to ensure Attorney's ability to promptly communicate with Client at all times and support Client's interests. Attorney shall, in good faith, actively, vigorously and professionally pursue the purposes of the contract set out above. Client hereby authorizes Attorney to conduct any necessary investigation of Client and/or Client's claims, including but not limited to public records searches and related information.

### IV. ATTORNEY'S FEES

Client will pay Attorney for Attorney's fees for the legal services provided under this agreement at the following rates:

\$500 per hour	Andrew G. Watters, Esq.
\$400-\$500 per hour	Of Counsel Attorneys
\$300-\$400 per hour	Associate Attorneys
\$150 per hour	Paralegals
\$150 per hour	Investigator
\$100 per hour	Assistant Investigator

Attorney and Attorney's personnel if applicable will keep track of time spent on the case in increments of one-tenth of an hour, rounded up for each particular activity to the next one-tenth of an hour. The minimum time charged for any particular activity will be one-tenth of an hour (six minutes). Client is informed that Attorney's rates are not set by law, but rather are negotiable between the Attorney and the Client.

### V. COSTS

Client will pay all costs in connection with Attorney's representation of Client under this Agreement. Costs are due in addition to attorney fees. Items that are considered costs include, for example, deposition transcripts and expert witness fees.

Items that are not to be considered costs, and that must be paid by Client without being either advanced or contributed to by Attorney, include but are not limited to other parties' court costs, if any, or court-ordered sanctions that Client is personally required to pay.

### VI. INITIAL PAYMENT

As authorized by [Rule 1.5\(d\)](#) of the Rules of Professional Conduct, Client must pay ten thousand dollars (\$10,000.00) up front as a "true retainer" that is earned immediately on receipt and is deposited into Attorney's operating account. This payment is due before any work of any kind commences. **It is expressly understood that the first retainer payment is non-refundable and is a reservation of Attorney's time during the initial period of retention, which is defined as the first 60 days of the representation**, so that Attorney can devote sufficient time and attention to Client while getting up to speed in Client's matter. In return for this "true retainer," Attorney agrees to be directly available to client 12x7x365 via phone, text, and email during the

representation (i.e., 7 a.m. to 7 p.m.), and on a best-efforts basis outside of those hours, which is far above and beyond the normal practice of attorneys.

Client is advised that, to the extent any flat fees may be agreed to at some point in the future, Client has the right to have the fees deposited into Attorney's IOLTA (trust account) until earned, pursuant to [Rule 1.15\(b\)](#) of the Rules of Professional Conduct, and Client is entitled to a refund of any such un-earned fees.

Attorney may, in Attorney's sole discretion, require advance deposits or pre-payments of attorney fees at any time for any purpose, including but not limited to covering specific items of costs (expert witness fees in particular), and/or additional attorney fees, based on prior discussions and alignment with Client. These funds, to the extent above any earned fees, will be held in Attorney's IOLTA trust account and applied to Attorney's bills/fees as needed, at his sole discretion.

#### VII. DEPOSIT FOR TRIAL

If Attorney is expected to present any trial, Attorney reserves the right to require a separate trial deposit. The amount is typically \$5,000 per day of trial. Client is required to pay separately for jury fees, juror food and lodging, copying of exhibits, and other trial-related costs.

#### VIII. STATEMENTS / PAYMENTS / LATE CHARGES

Attorney shall issue bills to Client on a monthly basis reflecting the preceding month's work. Payments are due fifteen calendar days after each bill is issued. Attorney may issue more frequent bills in the event the volume of work or costs incurred is greater than anticipated.

#### IX. WITHDRAWAL OF ATTORNEY

Client may terminate Attorney at any time, but Attorney shall have a lien on Client's recovery in an amount equal to the reasonable value of his services at the time of discharge, plus all costs incurred. Attorney, if he seeks to be relieved as counsel, must file a motion to be relieved with the court if Client does not consent to Attorney terminating the arrangement.

#### X. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties regarding the subjects covered thereby. Aside from Attorney's deposit policy, there are no side deals, oral understandings, or other separate arrangements not contained in this Agreement. No other agreement, representation, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

#### XI. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be amended or modified by subsequent agreement of the parties only by a writing signed by both of them or an oral agreement to the extent that the parties

carry it out.

XII. ARBITRATION OF FEE DISPUTE

Before resorting to litigation, Attorney and Client shall first attempt to arbitrate any disputes over attorney fees using a fee arbitration program approved by the State Bar of California. Client is advised that fee arbitration is optional for Client but mandatory for Attorney (though the award shall be nonbinding).

XIII. PROFESSIONAL LIABILITY INSURANCE

Attorney represents that he has professional liability insurance.

XIV. WAIVER OF CONFLICT

Not applicable.

XV. EXECUTION

The signature of any party herein to a copy of the original contract shall be as valid and binding as though endorsed on the original, which shall be maintained by Attorney. This agreement may be executed in counterparts.

Executed on and/or effective as of the day and year first above written.

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Client



Andrew G. Watters, Esq.  
Owner