

Michael J. Fuller
ATTORNEY AT LAW
3030 NORTH THIRD STREET
SUITE 200
PHOENIX, ARIZONA 85012
602-241-8599
FAX 602-241-8597
E-MAIL michael@mjfullerlaw.com
WEB www.mjfullerlaw.com

FLAT FEE AGREEMENT

SCOPE: _____ hires Michael J. Fuller, Attorney at Law, to complete a phone consultation for the duration of _____ 60 minutes for a flat fee of \$400 or _____ 30 minutes for a flat fee of \$200.00. The firm's representation of you shall end once the consultation is completed.

FLAT FEE: You have retained us on a flat fee basis. You will pay us \$ _____ as the entire fee for the representation described in this agreement which fee is based on the firm's hourly rate of \$350. This fee is earned-on-receipt, and will not be deposited into our client trust account.

TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:

Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services and any such additional representation of you must be in writing signed by the parties.

REFUND: If you terminate the representation before we have provided all legal services described in this agreement, you may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination.

CLIENT'S RESPONSIBILITIES: We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to promptly provide all information known or available to you that is relevant to our representation. Your obligations include timely providing requested information and documents.

DOCUMENT RETENTION: At the end of the representation, client is entitled to client's file and all contents therein ("client's file") at no cost to client. Client hereby agrees that if client does not request client's file within three (3) years of the firm's end of representation of client, client hereby consents to allowing the firm to destroy the file without further notice to client and without being required to retain a copy of such file. (_____ client initials).

ARBITRATION OF FEE DISPUTES: If a dispute arises between you and us regarding our fees, the parties agree to resolve that dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602.340.7379.

NO ADVICE REGARDING THIS FEE AGREEMENT: We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

MISCELLANEOUS: This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Arizona. The parties submit to the jurisdiction of the Superior Court, Maricopa County, for purposes of enforcing and implementing this Agreement. This Agreement may be executed in counterparts, and once so executed, such counterparts shall constitute a single, binding agreement between the parties. This Agreement may be executed by faxed signature. The terms of this Agreement supercede any and all prior oral and written agreements, discussions or negotiations between the parties, all of which shall be merged into this Agreement. In the event suit or action is instituted (by the firm or another lawyer on the firm's behalf) to collect any portion of the fees due hereunder, you promise to pay such additional sums as the Court may adjudge reasonable as attorneys' fees in such suit or action. Client agrees that the firm may keep client informed of all case developments by emailing client communications to client's email address listed below. Client shall immediately advise the firm in writing of any change to client's email address. Client understands that email is the most efficient and cost-effective way to keep client informed about client's matter. Client email is: _____.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER.

DATED this ____ day of _____, 20___. _____
Client's Signature

DATED this ____ day of _____, 20___. _____/s/ _____

Michael J. Fuller, Attorney at Law