
CENTAURI LAW GROUP, P.C.

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LEGAL SERVICES AGREEMENT

Date: _____

CENTAURI LAW GROUP, P.C. (“Attorney”) and _____
 (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. **CONDITIONS.** This Legal Services Agreement (“LSA”) will not take effect, and Attorney will have no obligation to provide legal services, in other words, we do not become the attorney for a Potential Client and the Potential Client does not become Client merely because Potential Client has read something on Attorney’s website or other forms of advertising, sent the Attorney an e-mail or otherwise contact the Attorney. The Potential Client, only becomes Client after **all of the following 7 (seven) conditions have occurred:**
 - 1). Attorney has received the Conflict Check form completed by Potential Client.
 - 2). Attorney performed conflict check and conflict was cleared.
 - 3). Attorney has received a signed copy of this Agreement (“LSA”) by and from Potential Client;
 - 4). Attorney has received the Intake Questionnaire from Potential Client;
 - 5). Attorney executes the agreement after Potential Client’s execution and sends copy to Potential Client;
 - 6). Attorney has received from Potential Client the amount called as Flat Fee according to Section 4; and,
 - 7). Attorney has received from Potential Client a credit card authorization form regarding costs not included in the Flat Fee.

Centauri Law Group, P.C., Attorney, is under no obligation to accept any Potential Client as Client, and may refuse to execute the agreement and accept a Potential Client as Client at its own discretion.

2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services only in the following matter:
 - a. Represent Client’s interests in connection with the formation of one entity as chosen by Client, with such formation being in the State of California. The agreement covers also legal research and communications with Client and third parties, as applicable to the formation of such entity. Attorney does not provide tax or accounting advice or services. Attorney may consult with Client’s tax or accounting advisors or other advisors as needed, with that consultation time counting towards the maximum three hours of total attorney consultation time included within the Flat Fee arrangement as part of this Legal Services Agreement.
 - b. Attorney will take reasonable steps to keep the Client informed of the progress of the matter and to respond to Client’s inquiries. The scope of services mentioned in this section 2 of this agreement does not cover any other work than the formation of one entity as chosen by the client. The scope of services mentioned in this section 2 also does not cover any other business

matter, whether transactional or litigation, and it does not cover any form of representation in a dispute at any level and it does not cover any form of Appeal, or representation on any execution proceedings after judgment. A new Agreement is required for any other services not mentioned in section 2 above, as well as for other business matter(s), litigation, Appeal, including an Appeal from a Summary Judgment Order, or for representation in execution proceedings after judgment.

3. CLIENT'S DUTIES.

- a. Client agrees to be truthful with Attorney and Attorney personnel, to cooperate with Attorney and Attorney personnel, 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 fees and invoices on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents for the representation in the described matter. Client agrees to respond within a reasonable amount of time to Attorney's attempts to contact Client. If Attorney is unable to reach Client due to change of address or telephone without informing Attorney, Attorney may withdraw from any representation. Client acknowledges that Client's failure to communicate and cooperate with Attorney constitutes good cause for Attorney withdrawal from the matter.
- b. Client agrees to pay the deposits, fees, costs, and any other charges as mentioned in this agreement within 10 (ten) days of Attorney's demand, mailed or e-mailed request unless the amount of fees and/or costs has been paid via credit card authorization or pre-authorization. Client understands and acknowledges that Client's failure to pay fees and provide fee deposits as provided in this agreement is good cause for Attorney to withdraw from representation.

4. FLAT FEE

- a. Client agrees to pay Attorney the amount of USD\$ _____ (_____ US dollars) as a Flat Fee for the formation of one business entity. Attorney shall have no obligation to provide services to Client until the Flat Fee is paid in full.
- b. This Flat Fee includes a maximum of 3 (three) hours of any of the staff attorneys consultation time. If the staff attorney expends more than three hours of consultation time on this matter as a result of currently unforeseen developments, such as Client changing the directions given to Attorney, the additional time will be billed by Attorney as stated in Paragraph 5, below.
- c. Total hours included in the Flat Fee: **3 (three) hours** of consultation time from any of the attorneys working with the firm via telephone, e-mail or in person. Attorney work represents billable work performed by any of the attorneys working with or under this firm.
- d.
- e. The Flat Fee does not include any additional services. In addition, If Clients needs or desires additional attorney consultation time, whether for attorney to consult with Client's tax or accounting advisor or otherwise and for any other reason, additional attorney time will be charged at the rates specified below with such rates being subject to updates from time to time.

4.1. FLAT FEE RESTRICTION.

- a. Each respective Flat Fee formation package is for a routine, basic formation of a **privately-held, California entity with up to 3 initial owners**. If Attorney determines, in its sole discretion, that Client's particular situation and desired entity formation are non-routine, involve legal complexities or documents or services beyond those specifically listed under section 2 above for the respective entity, Attorney may not accept the Potential Client as a

client, or Attorney might offer the Potential Client a different fee arrangement. If Attorney makes that determination after Potential Client has been accepted as a client, such as during or after the initial consultation with an attorney, then unless Attorney and Client mutually agree on a revised fee arrangement, the Attorney can terminate the agreement and attorney-client relationship.

- b. In the event the attorney-client relationship is terminated, the Attorney will provide Client with an accounting reflecting the work performed up to the termination date. If applicable, Attorney will refund to Client an amount equal to the difference between (i) the Flat Fee that Client has paid, less (ii) the services and expenses that were performed or incurred by Attorney and its staff through the date of termination at the hourly rates specified in section below as such rates may be updated from time-to-time.
- c. If the services will expand beyond the scope or objectives identified in section 2 above, the Attorney may request that a new agreement is being executed before agreeing to continue representation.

5. LEGAL FEES AND BILLING PRACTICES

- a. If services expand or consultation time exceeds the total of 3 (three) hour whether the client consults with any of the attorneys by phone, e-mail, text, or in person, Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney and Attorney's legal personnel beyond the limited scope as identified in section 2 above. The current hourly rates for Attorney and legal personnel are as follows:
 - Attorney (owner) USD\$355/hour
 - Associate Attorney (employee) up to 5 years experience: USD255/hour
 - Associate Attorney (employee) 5 – 10 years experience: USD275/hour
 - Associate Attorney (employee) over 10 years experience: USD295/hour
 - Contract Attorney (contractor) up to 5 years experience: USD245/hour
 - Contract Attorney (contractor) 5 – 10 years experience: USD\$265/hour
 - Contract Attorney (contractor) over 10 years experience: USD285/hour
 - Of Counsel (over 10 years experience): \$370/hour
 - Paralegal USD170/hour
 - Law clerk USD135/hour
- b. Payment of Fees by Third Parties. Client acknowledges and understands by signature below that if any part of the Attorney's fees or costs related to the matter are paid by a third party: 1). There will be no interference with the Attorney's independence of professional judgment; and, 2). The Attorney must protect information related to the representation of the Client from disclosure to the third parties as required by law.

6. COSTS AND EXPENSES

- a. Client understands that in performing legal services under this agreement Attorney will incur various costs and expenses in addition to attorney's Flat Fee and hourly fees. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees according to this agreement.
- b. Client is responsible for administrative fees and costs associated with Client's matters as shown below and Client agrees to sign a credit card authorization to deduct such costs to pay for or reimburse the Attorney accordingly. Client agrees to be responsible for prompt payment of

additional or increased costs in addition to the Flat Fee and the costs that are included in the Flat Fee. Client agrees to provide advance payment for such costs that are not included in the Flat Fee.

Costs that **ARE NOT** in the Flat Fee and are considered OUT-OF-POCKET costs that must be paid by Client are as follows:

- Expedited or rush filing service associated costs, if available.
- Additional copies of your file or file materials (you will be provided with one copy of your file documents at no charge) associated costs.
- Costs associated with other filing specifics exceeding or outside the basic company formation.
- Increased costs as a result of governmental filing fees or third party service fees.
- Long distance telephone charges.
- Travel costs including parking, mileage over 30 miles, transportation, meals and hotel costs, and other similar items.
- Other costs that are outside of the costs included in the Flat Fee as provided below.
- Out of town travel.
- Experts, Consultants and Investigators.
- Other governmental or third party costs that rise subsequent to our firm being retained.
- Other costs not listed within the list of costs that are included in the flat fee.

Costs that **ARE** included in the Flat Fee are as follows:

- One copy of your file documents at no charge.
- Standard governmental filing fees or third party service fees.
- Costs related to copying, fax, printing and up to 30 miles of mileage.
- Postage associated costs.

- c. Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney or Attorney's personnel.
- d. Experts, Consultants and Investigators. To aid in the representation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges upon Attorney notifying Client of such potential charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

7. INTEREST CHARGES

If a billing statement is not paid when due within 10 (ten) business days from the date the invoice is being e-mail to Client, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid.

9. DISCHARGE AND WITHDRAWAL.

- a. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, or for good cause. Good cause includes Client's failure to pay Attorney's fees and charges, Client's breach of this Agreement including an agreement or obligation as to expenses and/or fees, 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, as well as in case where Client's conduct renders it unreasonably difficult for Attorney to carry out the employment effectively, or where Client insists that Attorney engage in a conduct that is

contrary to the judgment and advice of the Attorney, or Attorney believes that Attorney cannot fairly or reasonably represent Client or his/her interests. Client agrees that Attorney may withdraw from further representation for any of the reasons mentioned in this section.

- b. When Attorney's services conclude, discharge or withdrawal, all unpaid charges will immediately become due and payable. After services conclude, discharge or withdrawal, 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. Client is responsible for fees and costs associated with preparation of file transfer to another attorney or Client.

10. POWER OF ATTORNEY.

Client gives Attorney his power of attorney to execute the documents necessary for the formation of the entity chosen by Client.

11. DISCLAIMER OF GUARANTEE AND 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 and shall not be construed as a promise or guarantee. Actual fees may vary from any estimates given.

12. FILE RETENTION.

- a. If, upon conclusion of Attorney's services, Client does not request the return of Client's file in writing, Attorney will retain Client's file for a period of five years from the date the Attorney ceases to represent Client in that particular matter, after which time, Attorney may have Client's file destroyed. If Client desires to have Client's file maintained beyond five years, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file.
- b. In the event Client wishes Attorney to transfer possession of Client's file to Client or a third party, Client shall make the request in writing and Client or the third party shall acknowledge receipt of the file in writing. Attorney is authorized to retain a copy of Client's file for Attorney's use at Client's expense.

13. E-MAIL and OTHER ELECTRONIC COMMUNICATIONS.

By signing this agreement you understand, acknowledge and accept the transmission of any communications including sensitive, confidential and privileged communications via electronic medium including e-mail and other forms of communications such as text messages or voice-mails, and you agree to indemnify and hold harmless this firm, its associates, contractors, its partners and representatives from any claims, disputes, violation of the confidence or privilege or nature of the communication, or other consequence as a result of such e-mail or other electronic communications.

14. 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. In any conflict between our Legal Services Agreement and the description of any of our Flat Fee packages, the Legal Services Agreement governs.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

17. EFFECTIVE DATE.

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE POTENTIAL CLIENT OR CLIEEN MAY WISH TO CONSULT WITH AN INDEPENDENT ATTORNEY BEFORE THE EXECUTION OF THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____

Fully Understood and Agreed

Address: _____

Mobile phone: _____

Home phone: _____

E-mail: _____

Emergency contact: _____

DATED: _____

CENTAURI LAW GROUP, P.C.

By: _____

SIMINA GENTRY, Esq.

Attorney-at-Law