

VANDERFORD & RUIZ, LLP

ATTORNEYS AT LAW

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ATTORNEY-CLIENT FEE AGREEMENT

This ATTORNEY-CLIENT FEE AGREEMENT ("Agreement") is entered into by and between THE CITY OF COMMERCE ("City") ("Client"), and VANDERFORD & RUIZ, LLP, ("Attorney") on this __ day of _____, _____, in the County of Los Angeles, State of California.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until City and Client return a signed copy of this Agreement.
2. **LEGAL SERVICES INCLUDED.** Attorney shall provide legal services to Client on legal matters referred by City and accepted by Attorney (the "Legal Matter").
3. **OBLIGATIONS OF ATTORNEY.** Attorney shall adequately perform the legal services under this Agreement while updating the Client on any and all changes in his status, and respond to Client's inquiries or other communications without delay. Attorney shall communicate with and plan for defense in conjunction with counsel for City under an anticipated joint defense agreement, however, Client acknowledges that City and Client's interests may be adverse to each other.
4. **OBLIGATIONS OF CLIENT.** Client shall be honest and cooperate with Attorney, keeping Attorney abreast of new developments or changes that could affect the Legal Matter, particularly any changes in Client's address, telephone number, and/or how to reach Client.
5. **OBLIGATIONS OF CITY.** City agrees to pay all reasonable attorneys' fees and costs incurred by Attorney pursuant to Paragraphs 7 and 8 in representing Client in the Legal Matter, until such time as City notifies Client and Attorney in writing that it shall prospectively no longer pay such fees and costs.
6. **THIRD PARTY COMPENSATION FOR ATTORNEY'S REPRESENTATION.** The parties understand City will be paying Attorney's fees and costs incurred in representing Client in the Legal Matter. The parties also understand that by undertaking Attorney's compensation, City will not direct attorney's representation of Client or interfere with Attorney's independence of professional judgment and the attorney-client relationship between Attorney and Client. Attorney will represent Client with the same degree of loyalty and independent judgment that Client would expect from a lawyer Client were paying. Attorney will protect all confidential information as required by Business and Professions

Code section 6068. Attorney will not disclose confidential information to third parties, including City, without Client's written consent. By signing this agreement, Client gives his informed consent to City paying Attorney's fees and costs incurred in representing Client in the Legal Matter.

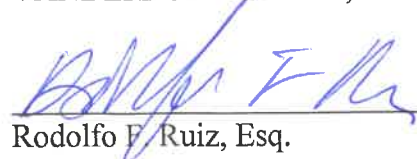
7. **HOURLY FEES.** The Attorney responsible for Client's legal matter under this Agreement is Vanderford & Ruiz, LLP and legal services rendered by Vanderford & Ruiz, LLP shall be billed as follows: **\$125.00** per hour for paralegal/law clerk, **\$200.00** per hour for associates; **\$250.00** per hour for partners. Attorney will charge a minimum of one tenth of an hour for any activity related to the matter under this Agreement.
8. **COSTS.** City shall pay all "costs" in relationship to Attorney's legal services under this Agreement. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, mileage charges, parking, messenger service fees, photocopying expenses, process server fees, and any other related expense incurred by Attorney to provide satisfactory legal services to Client.
9. **STATEMENTS.** Attorney shall send City periodic statements for fees and costs incurred. City shall pay Attorney's statements within 30 days after each statement's date in the event there are insufficient funds in the trust account to pay for any outstanding balances. City may request a statement at intervals of no less than 30 days.
10. **PAYMENT OF ATTORNEY'S FEES OR COSTS BY ANOTHER PARTY.** Client and City acknowledge that the Court may order or the opposing parties may agree that another party shall pay for part or all Attorney's fees or costs or both. Such an order or agreement shall not change Client's or City's obligations to Attorney, but receipt of such payment shall be credited to City's account.
11. **CLIENT'S PROPERTY.** Client's legal file, and the documents therein, are Client's property. Attorney shall retain Client's property obtained and/or generated during the pendency of legal services being rendered. At Client's request, in writing, Client's property shall be promptly released to Client. At the completion of legal services provided by Attorney to Client, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession. **ATTORNEY SHALL NOT BE REQUIRED TO MAINTAIN CLIENT'S FILE FOR A PERIOD EXCEEDING 5 YEARS AFTER ALL SERVICES REQUIRED HEREUNDER HAVE BEEN LAST RENDERED. ATTORNEY IS HEREBY AUTHORIZED TO DESTROY CLIENT'S FILES PERTAINING TO THE MATTER FOR WHICH THIS AGREEMENT IS ENTERED UPON THE EXPIRATION OF 5 YEARS AFTER ALL SERVICES REQUIRED HEREUNDER HAVE BEEN LAST RENDERED.**
12. **SETTLEMENT.** If the legal services rendered pertain to a claim, suit, litigation, or other similar action, Attorney shall notify Client immediately of any offer received by Attorney to settle Client's matter. Attorney will not accept any offer to settle without first obtaining the approval of Client. Client shall have the unequivocal right to accept or reject any such settlement offer; however, such acceptance or rejection of a settlement offer by Client shall not require City to pay any such settlement agreed upon by Client without express written

approval from City. Client acknowledges and agrees that City may reach a settlement agreement in the Legal Matter without approval from Client, so long as Client is not required to make any financial contribution to such settlement, and Client agrees that she shall promptly execute any documents necessary to effectuate such settlement.

13. ATTORNEY'S LIEN. City and Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client or City may obtain, whether by arbitration award, judgment, settlement, or otherwise.
14. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes breach of this Agreement, Client's refusal to cooperate with Attorney, or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful, unethical, or untenable.
15. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be constructed as a promise or guarantee about the outcome of the Legal Matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the Legal Matter are expressions of opinion only.
16. ENTIRE AGREEMENT. This Agreement is complete in its entirety between the parties involved. This Agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.
17. SEVERABILITY. The remainder of this entire Agreement shall be severable and remain in effect if any provision in whole or in part is held unenforceable for any reason.
18. MODIFICATIONS. This Agreement may be modified only by the execution of a written agreement signed by all the parties hereto. City and Client understands and acknowledges that if City or Client want any additional legal services that have not been included in this Agreement, a separate agreement may be necessary.
19. EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT. This Agreement shall become effective when signed by all parties hereto.

VANDERFORD & RUIZ, LLP

By:


Rodolfo F. Ruiz, Esq.

I/We have read and understood the foregoing terms and agree to them as of the date
VANDERFORD & RUIZ, LLP first provided services.

DATE: _____

By:

The City of Commerce
Authorized Agent

DATE: _____

By:

[CLIENT]