

McFARLING LAW GROUP

6230 W. Desert Inn Rd • Las Vegas, NV 89146
Phone (702) 565-4335 • Fax (702) 732-9385
www.mcfarlinglaw.com • info@mcfarlinglaw.com

AGREEMENT TO EMPLOY ATTORNEY FOR LEGAL NAME CHANGE

This AGREEMENT TO EMPLOY ATTORNEY is entered into between

_____ (write in full name) ("Client"),
and McFarling Law Group ("Attorney").

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 flat fee and deposit called for under paragraphs three and four.

2. SCOPE AND DUTIES. Client hires Attorney for the purpose of Legal Name Change.

Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number, and whereabouts. Client agrees not to compromise the claim without discussing the matter with Attorney, in advance, and Attorney is not authorized to compromise the claim without Client's consent.

3. LEGAL FEES.

Client agrees to pay for legal services at a flat rate of \$1,000.00 through and including the following work: Legal Name Change.

Client agrees that these fees are reasonable on the basis of Attorney's ability, training, education, experience, professional standing and skill, and the difficulty, intricacy, importance, and time and skill required to perform the work to be done.

Client authorizes Attorney to use associate counsel, legal assistants, or paralegals for such work on this case as Attorney might deem appropriate. Client acknowledges and agrees that such staff personnel may be utilized whenever deemed appropriate, and directs Attorney to apportion work at Attorney's discretion so as to minimize costs and maximize effectiveness.

If work is required beyond what is provided for under this agreement, unless otherwise agreed, that work will be billed on an hourly basis, at the following rates:

Emily McFarling Law Group, Esq.	\$300-\$350
Associate Attorney	\$250-\$325
Case Manager	\$200
Law Clerk	\$175
Paralegal	\$140
Legal Secretary	\$100

All personnel billing for their time will do so in 1/10 of an hour (i.e., six minute) increments, and will round to the nearest such increment.

Client Name: _____

Client Initials: _____

McFarling Law Group

Fee Agreement

Page 2

The hourly fees quoted above are subject to increase from time to time. Attorney will give notice in writing at least thirty days prior to any increase in hourly fees. If Client does not wish to be charged at the new rates, Client agrees to pay Attorney in full for services up to the date of the expected increase and terminate representation by Attorney. Client understands that if Attorney continues to represent Client past the date of the increase, the new fees will be in effect and Client agrees to pay those increased fees for all services rendered thereafter. Likewise, Attorney may modify other terms of this Agreement, similarly notifying Client thirty days in advance of the change, and with the same options for Client to terminate representation, and the same result (the new Agreement goes into effect) if Client does not terminate representation and Attorney continues to represent Client past the date of the proposed change.

If a Court awards attorney's fees to Client (or to Attorney on Client's behalf), and such sums are actually collected, they shall be applied against any outstanding charges on Client's bill. Client, however, remains responsible for payment of Attorney's services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying Attorney's bill, or make any work done to collect the attorney's fees awarded any different from any other work performed by Attorney. Any attorney's fees awarded and actually collected that are not needed to pay Client's bill with Attorney (or replenish the retainer fee deposit) shall be paid to Client.

Likewise, Client is aware that the Court could order Client to pay fees or costs to the other side of a case.

4. COSTS AND EXPENSES.

Client agrees that if Attorney advances or incurs any costs in this case, including but not limited to costs of investigation, filing fees or other court fees, depositions, process server or witness fees, photographs, exhibits, outside photocopying, the expenses incurred incident to travel on Client's behalf (including lodging and meals), messenger and other delivery fees, parking, consultant's fees, express mail charges, timed-increment computer research charges, or other similar items, such charges will be paid by Client out of funds on retainer or promptly upon being billed.

Client agrees to pay Attorney a retainer fee deposit at the time Attorney is hired, which money is to be held in trust. Such retainer and any other such replenishing payments, must be remitted to the Firm Administrator for deposit. The amount of the retainer fee deposit shall be \$NA to be used to pay the following expected costs: NA.

Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs, expenses, and fees for legal services incurred in Client's case.

The retainer fee deposit is fully refundable. Any money not used for costs, expenses, and fees for legal services will be refunded to the Client at the conclusion of the case.

Returned Check Fee

Should client remit a payment to this office by way of check and it is returned for insufficient funds or stop payment, a \$25.00 returned check fee will be assessed to client.

5. STATEMENTS, BILLING INQUIRIES, AND FORMAL FEE DISPUTES.

Attorney will send Client periodic statements (usually, monthly) for costs, expenses, and fees for

Client Name: _____

Client Initials: _____

McFarling Law Group

Fee Agreement

Page 3

legal services incurred. The sum indicated on such statements is owed upon generation of the statement, and must be paid within 14 days of the statement date. In the event Client does not fully replenish the retainer fee deposit within 14 days of a billing statement, Attorney shall have the option of immediately withdrawing from representation. Interest at the rate of 18 percent annually (1 1/4 percent per month) will be charged on any unpaid balance in excess of the sum held as a retainer fee deposit, beginning on the date a statement showing such an outstanding balance is generated. The interest provision is not an agreement to extend credit, but is a method of compensating Attorney for delayed payment.

Obviously, it is possible for mistakes to happen, and Client is not expected to pay for any charges that are incorrect. Client may call Attorney's office with an inquiry concerning billing statements (directed to the Firm Administrator). Most actual errors can be resolved with a simple phone call, and Attorney's staff will inform Client whether a mistake is acknowledged, and promptly send an amended statement showing any adjustment or correction resulting from any such call.

Whether or not Client calls with such an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to Client must be made in writing to Attorney's Firm Administrator within thirty days of the date of the statement containing that cost, expense, or fee for legal services. If Client does not do so within thirty days of a billing statement, the statement will be conclusively presumed to be correct.

In other words, if Client does not contact us in writing within thirty days of a billing statement, Client will have irrevocably agreed that the statement is accurate and correct. Any person ever reviewing any dispute regarding charges on a billing statement is asked to honor this provision, since it is an essential term to Attorney's agreement to represent Client in this case.

As stated above, while Client should presume that all time spent attending to Client's case by any member of Attorney's staff will be billed, Attorney may elect to "write off" or "no charge" some costs, expenses, and fees for legal services. Any such write-offs are discretionary by Attorney, and are expressly contingent on there being no dispute regarding payment of the remaining items billed to Client, initiated by either Attorney or Client.

If Attorney files a lien to recover unpaid fees and/or costs incurred on client's behalf, or if Client seeks to formally dispute Attorney's billings, by initiating mediation, arbitration, litigation, or a fee dispute in any forum, all "write off" or "no charge" costs, expenses, and fees for legal services reflected on any statement to Client will revert to being fully billed, and be additional sums owed to Attorney by Client, in addition to the sum disputed by Client.

These provisions are explicitly written to prevent a situation where Attorney reduces Client's bill by writing off costs, expenses, and fees for legal services during a case, and then Client seeks to reduce the sums owed further by disputing Client's responsibility to pay the reduced sum. They are intended to provide incentives for both Attorney and Client to resolve, informally and promptly, any questions or concerns about the legitimacy of any item billed on any statement, and to provide certainty that once a statement is thirty days old, the costs, expenses, and fees for legal services reflected on that statement are agreed by Attorney and Client to have been accurate and correct.

In accordance with the Uniform Commercial Code, no payments made to Attorney for less than the full sum owed shall constitute payment in full, even if that notation is placed on the payment instrument, unless Attorney and Client both sign a separate written agreement specifically permitting such payment to constitute a payment-in-full.

Client agrees to pay any fees and costs that are incurred by Attorney to collect fees, costs, or

Client Name: _____

Client Initials: _____

expenses from Client, including reasonable attorney's fees.

6. LIENS AND ADJUDICATION.

Client hereby grants Attorney a lien on any and all claims or causes of action that are related to 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 may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by Attorney's office on Client's behalf may be used to pay Client's account.

Attorney will retain possession of Client's file and all information therein until full payment of all costs, expenses, and fees for legal services, subject to turnover or destruction of the file as set out in Paragraph 9. Client consents to the district court's adjudication of any such lien in the underlying action without requiring the filing of a separate action, regardless of whether any other action might be or has been filed by either Attorney or Client against the other, including any action alleging malpractice.

7. CONTACTS AND COMMUNICATION.

Client acknowledges that the normal operation of Attorney's office has been explained, and specifically that communications are normally maintained through the paralegal staff, and that the "team approach" utilized in Attorney's office makes it likely that different tasks will be attended to by different people. Client understands that calls should normally be placed to, and normally will be returned by, the paralegal case manager assigned by Attorney to manage Client's case. Client understands that documents will frequently be drafted by one member of Attorney's office staff (often a paralegal), and then reviewed or edited by another (usually an attorney), sometimes going through multiple drafts or reviews until completed, depending on the nature of the document.

Client has been informed that Attorney's usual mode of keeping clients informed about the status of pending matters in this office is to copy all incoming and outgoing written communications, and Client has been directed to retain all such copies, and periodic billing statements, so that Client's file should be virtually identical to Attorney's file as the case progresses.

Client understands that for the purpose of preserving attorney/client confidentiality, and other reasons, all contacts between Client and any member of attorney's staff are to be conducted at the office, whether in person or by phone, and not at the home of a member of Attorney's staff, or a cell phone, etc., except where strictly necessary and where advance arrangements for such contacts have been made at the office. It is understood that any meetings outside of normal office hours (i.e., 8:00 a.m. to 5:00 p.m.) or phone calls to a member of Attorney's staff at home or by cell phone are extraordinary events, and are discouraged.

Client understands that Attorney's office works by appointment and scheduling, such that all client meetings must be by appointment. In the absence of other arrangement made in advance by an attorney in Attorney's office, appointments for office visits should be made through the paralegal case manager assigned to the case.

As a general proposition, everything you tell us, or we tell you, is and will be treated as confidential information, protected by the "attorney-client privilege" against disclosure. There are certain rare exceptions. For example, we might be required to reveal information necessary to prevent death or substantial bodily harm. However, if the client shares privileged information with third parties it loses that protection — the third party (even relatives or financial backers)

Client Name: _____

Client Initials: _____

can be deposed or examined at trial as to what they know and why they know it. Additionally, the applicable ethics rules prohibit us from taking direction from, or giving confidential information to, a third party who happens to be supporting the client, or paying the client's legal costs.

In certain extremely rare circumstances, we permit contact by, and either taking information from, or giving information to, such third parties, at our sole discretion. The normal rule, however, and what you should expect to apply, is that we will not respond to inquiries from any third party, no matter how trusted they might be by the client, and third parties may not be the conduit for the passing of confidential information to, or from, the client.

8. CONCLUSION OF SERVICES; TURNOVER AND DESTRUCTION OF FILES.

When Attorney's services conclude, all unpaid charges shall become immediately due and payable. Attorney will normally formally withdraw from the case at its conclusion.

After payment of all sums due and upon Client's request, Attorney will deliver Client's file (other than Attorney's personal notes, briefs, and work product that Attorney elects to retain) to Client, along with any Client funds or property in Attorney's possession. If Attorney is not instructed otherwise, Client's file will be kept in Attorney's office for a limited time after completion of the case. Files are digitized, stored as PDF files and then destroyed upon completion of a case. If you want your file, or anything out of your file, you should obtain it promptly upon conclusion of your case.

9. DISCLAIMER OF GUARANTEE; TOTAL FEES AND COSTS; NO TAX ADVICE.

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter, if any, are expressions of opinion only.

It is understood that it is impossible to predict how long a case will take or what the resulting outcome may be. Attorney does not make and has not made any guarantees to Client about the length or outcome of Client's case.

No advice is given regarding tax consequences, and Attorney specifically is not providing tax advice, although questions relating to tax matters may very well come up during the course of the case. Client agrees to seek tax advice elsewhere, and to hold Attorney harmless from any tax effects.

10. EFFECTIVE DATE; SEVERABILITY; NEVADA LAW.

This agreement will take effect when Client has performed the conditions stated in paragraph one, but its effective date will be retroactive to the date Attorney first provided services, if earlier. 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 provision of this Agreement is severable. This means that if one or more provisions of this Agreement are found to be void or unenforceable for any reason, the remaining provisions of this Agreement will still apply.

This Agreement is entered into in accordance with the law of the State of Nevada, and Nevada law will apply to any questions relating to the meaning of any provision of this Agreement.

Date: _____ Client: _____

Client Name: _____

Client Initials: _____