

Attachment A

Law Office of Bryan M. Grundon

16870 West Bernardo Drive, Suite 400

San Diego, California 92127

858.705.0346/858.260.2164 (fax)

bryan@grundonlaw.com

ATTORNEY-CLIENT CONTINGENCY FEE AGREEMENT

Law Office of Bryan M. Grundon ("Attorney"), and City of Victorville ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

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 initial deposit, if any, called for under Paragraph 7.

2. SCOPE OF SERVICES. Client is hiring Attorney to become attorney of record in case CIVDS1703508 and to collect on the judgment.

Attorney will not represent Client in any other proceedings other than the above referenced case and attempts to execute on the judgment if one is entered. Specifically excluded are any bankruptcy or cross-complaint filed in this matter.

3. RESPONSIBILITIES OF THE PARTIES. Attorney will provide those legal services reasonably required to represent Client in prosecuting the claims described in Paragraph 2 and will take reasonable steps to keep Client informed of progress and developments, and to respond promptly to inquiries and communications. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information and developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills for costs as described herein, on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims.

4. LEGAL FEES. Attorney will be compensated by a hybrid contingency. Attorney will be paid a flat fee of \$1,500.00 plus 30% of the gross recovery for the client plus actual costs as described herein. If no recovery is obtained, Client will be obligated to pay only the \$1,500.00 plus actual costs, disbursements, and expenses, as described in Paragraph 6. The \$1,500.00 will be applied to any contingency earned and will not be in addition thereto.

The fee to be paid to Attorney will be a percentage of the "gross recovery". The term "gross recovery" means the total of all amounts received by settlement, arbitration award or judgment, including any award of attorneys' fees

Law Office of Bryan M. Grundon

16870 West Bernardo Drive, Suite 400

San Diego, California 92127

858.705.0346/858.260.2164 (fax)

bryan@grundonlaw.com

In the event of Attorney's discharge or withdrawal as provided in Paragraph 11, Client agrees that, upon payment of the settlement, arbitration award or judgment in Client's favor in this matter, Attorney shall be entitled to be paid by Client a reasonable fee for the legal services provided not to exceed ten percent (10%) of any such judgement. Such fee shall be determined by considering the following factors:

The actual number of hours expended by Attorney in performing legal services for Client.

Attorney's hourly rates (\$350/hr);

The extent to which Attorney's services have contributed to the result obtained.

The amount of recovery obtained.

5. NEGOTIABILITY OF FEES. The rates set forth above are not set by law but are negotiable between an attorney and client.

6. COSTS AND LITIGATION EXPENSES. Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for actual costs, disbursements and expenses paid or owed by Client in connection with this matter, or which have been advanced by Attorney on Client's behalf and which have not been previously paid or reimbursed to Attorney. Costs, disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witness, professional mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, costs and expenses will be charged at Attorney's cost.

In-office photocopying	.20/page
Facsimile charges	.50/page
Mileage	.50/mile

Client understands that, as set forth in Paragraph 7 below, a deposit for costs may be required before the expenditure is made by Attorney.

Law Office of Bryan M. Grundon

16870 West Bernardo Drive, Suite 400

San Diego, California 92127

858.705.0346/858.260.2164 (fax)

bryan@grundonlaw.com

Notwithstanding anything to the contrary herein, to the extent such costs and expenses exceed \$500.00 the Attorney will seek Clients written authorization prior to incurring additional costs and expenses.

To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Attorney will select any expert witnesses, consultants, or investigators to be hired, and Client will be informed of persons chosen and their charges prior to retention of such expert witnesses, consultants, or investigators.

Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorney's judgment provided, however, that Attorney shall obtain Client's consent before incurring any costs more than \$500.00 and Attorney shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

If an award of fees and/or costs is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover, and does not determine what fees and/or costs Attorney is entitled to charge Client or that only the fees and/or costs which were allowed were reasonable. Client agrees that, whether or not attorneys' fees or costs are awarded by the court in Client's case, Client will remain responsible for the payment, in full, of all attorneys' fees and costs in accordance with this Agreement.

Additionally, Client understands that if Client's case proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the responsibility of Client.

7. DEPOSIT. Client agrees to pay Attorney an initial deposit for costs of \$1,000, which will be in addition to the \$1,500 fee referenced in Section 4. Attorney will hold this initial deposit in a trust account. Client hereby authorizes Attorney to use that deposit to pay the costs, disbursements and other expenses incurred under this Agreement.

Client agrees to pay all deposits required under this Agreement within 10 days of Attorney's demand. Any deposit that is unused at the conclusion of Attorney's services will be refunded.

Law Office of Bryan M. Grundon

16870 West Bernardo Drive, Suite 400

San Diego, California 92127

858.705.0346/858.260.2164 (fax)

bryan@grundonlaw.com

8. MONTHLY BILLING STATEMENTS. Attorney will send Client monthly billing statements for costs, disbursements and expenses incurred in connection with this matter. Each statement is to be paid in full within 15 days after the date of such statement.

9. APPROVAL NECESSARY FOR SETTLEMENT. Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement. Client agrees to consider seriously any settlement offer Attorney recommends before deciding to accept or reject such offer. Client agrees not to make any settlement or compromise of any nature of any of Client's claims without prior notice to Attorney.

10. LIMITATION OF REPRESENTATION. Attorney is representing Client only on the matter described in Paragraph 2. Attorney's representation does not include independent or related matters that may arise, including, among other things, claims for property damage, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy.

This Agreement also does not include defending Client against or representing Client in any claims that may be asserted against Client as a crossclaim or counter-claim in Client's case. This Agreement does not apply to any other legal matters. If any such matters arise later, Attorney and Client will either negotiate a separate agreement if Client and Attorney agree that Attorney will perform such additional legal work or Client will engage separate counsel with respect to the crossclaim or counterclaim or additional legal work.

11. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time, upon written notice to Attorney. Attorney may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, or (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, 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 or unethical.

Notwithstanding Attorney's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay Attorney for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by Client after conclusion of Attorney's services, Client remains obligated to pay Attorney for the reasonable value of all services rendered

Law Office of Bryan M. Grundon

16870 West Bernardo Drive, Suite 400

San Diego, California 92127

858.705.0346/858.260.2164 (fax)

bryan@grundonlaw.com

from the effective date of this Agreement to the date of discharge as described in Section 4.

12. CONCLUSION OF SERVICES. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs to apply to such unpaid charges. After Attorney's services conclude, upon request, Client's file and property will be delivered to Client, or Client's other attorney, whether Client has paid any fees and/or costs owed to Attorney.

13. RECEIPT OF PROCEEDS. All proceeds of Client's case shall be deposited into Attorney's trust account for disbursement in accordance with the provisions of this Agreement.

14. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. There can be no assurance that Client will recover any sum or sums in this matter. Attorney's comments about the outcome of this matter are expressions of opinion only. Client acknowledges that Attorney has made no promise or guarantees about the outcome.

15. 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.

16. 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.

17. 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.

18. 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 the Agreement is for reference only.

Law Office of Bryan M. Grundon

16870 West Bernardo Drive, Suite 400

San Diego, California 92127

858.705.0346/858.260.2164 (fax)

bryan@grundonlaw.com

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. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____

City of Victorville

By:

Its:

Address

Email

Phone

DATED: _____

Law Office of Bryan M. Grundon

By: _____

Bryan M. Grundon