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**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 \$350 or \_\_\_\_\_ 30 minutes for a flat fee of \$175.00.. 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.

**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