

MICHAEL T. CHULAK  
& ASSOCIATES

A L A W C O R P O R A T I O N

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**Hourly Fee Agreement – Tax Defense  
(Initial Services)**

This document (Agreement) is the written fee contract that California law requires lawyers to have with their clients (Client). Michael T. Chulak & Associates (Attorney) will provide legal services to you, on the terms set forth below.

1. **Conditions.** This Agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this Agreement and pay the initial deposit called for under Paragraph 4.
2. **Scope of Services.** Attorney will contact the  Internal Revenue Service (IRS) and/or  the Franchise Tax Board (FTB) in order to obtain relevant information from them, to analyze the claims being made, and to advise Client regarding a recommended course of action. Attorney will then provide Client with a written quote for attorneys fees so that Client can decide whether to engage Attorney for additional legal services.

Unless we make a different agreement with you in writing, this Agreement will govern all future services we may perform for you.

3. **Client's Duties.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, and to keep us informed of your address, telephone number and whereabouts.
4. **Deposit.** You agree to pay us an initial deposit of \$\_\_\_\_\_, to be returned with this signed Agreement. We will hold this initial deposit in a trust account. You hereby authorize us to use that deposit to pay legal fees incurred under this Agreement. Any unused and unearned deposit at the conclusion of our services will be refunded.

5. **Attorney's Fees, Expenses and Billing Practices.**

Client agrees to pay for legal services as follows:

- \$290 flat fee if one government agency is to be contacted.
- \$ 500 flat fee if two government agencies are to be contacted.

6. **Negotiability of Fees.** The attorneys fees set forth in this Agreement are not set by law, but are negotiable between an attorney and client.

Initials: \_\_\_\_\_

7. **Billing Statements.** We will send you periodic billing statements for attorney fees incurred in connection with this matter. Upon your request, we will provide a statement within 10 days.
8. **Discharge and Withdrawal.** You may discharge us at any time, upon written notice to us, and we will immediately after receiving such notice, cease to render additional services. Such discharge does not, however, relieve you of the obligation to pay any legal fees incurred prior to such termination and we have the right to recover from you the reasonable value of our legal services rendered from the effective date of this Agreement to the date of discharge.

We may withdraw from representation of you with your consent, or upon reasonable notice to you.

9. **Disputes.** In the event that any suit is instituted concerning or arising out of this Agreement, each party shall pay all of such party's costs, including, without limitation, the court costs and attorney's fees incurred in each and every in each and every such action, suit or proceeding, including any and all appeals or petitions therefrom. Any suit filed shall be in Los Angeles County. Venue shall be the court closest to Attorney's office.
10. **Disclaimer of Guarantee.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or a guarantee about the outcome of your matter. We make no such promises or guarantees. There can be no assurance that you will recover any sum or sums in this matter. Our comments about the outcome of your matter are expressions of opinion only.
11. **Attorney's Authority.** In connection with the claims covered by this Agreement, you hereby give us the power and authority to execute any and all papers which you could properly execute.
12. **Effective Date.** This Agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

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Michael T. Chulak & Associates  
A Law Corporation

Initials: \_\_\_\_\_

**SIGNATURE PAGE**

I/We have read and understand the foregoing terms and agree to them. If more than one party signs below, we agree to be liable jointly and severally for all obligations under this Agreement. By signing this Agreement, I/we acknowledge receipt of a fully executed duplicate of this Agreement.

Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Day Telephone: ( ) \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Cellular Telephone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

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Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Day Telephone: ( ) \_\_\_\_\_

Home Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Cellular Telephone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_