

8/5/02

VIA FAX

Sam Sharethemoney
KO Printing
8544 Diamond Drive
Westlake Village, CA 91361

Re: **Retainer Agreement**

Dear Mr. Sharethemoney:

California law now requires that nearly all attorney-client relationships be based on a written agreement. When you sign below, this letter will serve as our written agreement regarding your and our obligations. You and THE LAW OFFICE OF MARK P. KRONES ("MPK") agree as follows:

Engagement. You have engaged MPK, and MPK agrees to represent you, with respect to **KO PRINTING v. CITY OF CUPIDS MONUMENT, CORP., etc., et al.** and such other matters that you deem appropriate. I have explained to you that it is difficult to predict with any reasonable degree of accuracy the nature or extent of legal services which will be required. I therefore have not made any predictions or commitments as to any maximum fee or as to the outcome of this matter. You hereby authorize me to take whatever action I deem advisable relating to this matter.

Rates, Retainer and Contingency Fee. Please send me a cost deposit of \$400.00 as soon as possible. You agree to pay me at the rate of \$65.00 per hour. Photocopies will be billed at \$.20/page, fax charges at \$.50/page and messenger, postage, computer searches and telephone calls at my cost. You will be billed monthly for attorney services rendered and costs expended. Payment is due net 15 from the date of the billing. All charges and expenses incurred on your behalf shall be paid directly from your retainer account, which you agree to keep current at all times. If you do not maintain your account with me on a current basis, I reserve the right to require you to maintain a minimum balance in a retainer account to assure me of payment of my fees and costs.

You have additionally agreed to pay me in addition to the \$65.00 per hour, a 16.666% contingency fee of all principal and interest collected with my office retaining

all attorney's fees awarded and collected. This hybrid hourly/contingency fee arrangement pertains to representation of you at the trial level as plaintiff in this case. Any work done by me on appeal or in defense of any cross-action will need to be separately negotiated. This hybrid hourly/contingency fee is not set by law but has been freely negotiated between you and me. Upon withdrawal from this case, I shall receive a lien for all attorney's fees at the hourly rate of \$130.00 per hour and costs incurred on any proceeds received. I shall further be entitled to reimbursement of all costs and expenses advanced that are not paid out of the retainer agreement. The site for venue for interpretation and enforcement of this agreement is San Diego County, California.

Assignment. You also hereby irrevocably grant and assign to me for fees and reimbursement of costs not covered by your retainer account a lien on all monies collected or recovered or otherwise held by me on your behalf on all matters I work on for you. You also hereby assign and transfer to me, from all monies collected or recovered or held on all matters I work on for you, a further sum sufficient to pay me all unpaid attorney fees and costs billed to you. This assignment shall become operative immediately upon any agreement by you to accept any sum or upon the collection of any amount relating to this or any other matter I work on for you. You further assign to me for fees a lien for time expended at one hundred percent (100%) of my then-current billing rates should I be discharged or substituted out of this or any other matter I work on for you prior to payment in full of my unpaid balance of fees and costs.

If this letter correctly reflects our understanding and agreement, please ***SIGN and DATE*** the agreement where indicated below ***and FAX*** it to me forthwith.

You agree to pay for all services rendered and costs incurred prior to the execution of this agreement. This agreement shall be retroactive to the date I first performed services for you.

If you have any questions, please feel free to call.

Sincerely,

Mark P. Kroner

ACKNOWLEDGMENT

I, on behalf of KO Printing hereby certify that I have read this letter agreement, am authorized to sign on behalf of KO Printing, and approve and agree to its contents.

Warning: You may wish to consult with another attorney prior to signing this retainer agreement. Your signature below will certify that you have either met with another attorney prior to signing below or have chosen not to do so, but yet you understand and appreciate that you have the right to do so. In either event, you certify that you have been given ample opportunity to review and sign this letter and to seek independent advice prior to signing below.

Dated:

KO Printing

By: _____
Officer