

## Engagement Letter for Sparks Law Services

Thank you for our discussion regarding your legal representation by Sparks Law, LLC (“Firm”). This letter will confirm the terms of our representation and, along with your approved and paid Proposal, is referred to as our “Agreement.” Our work will begin upon receipt of your approval of this Agreement, documentation we have requested from you, your credit card information (if requested), **and** your payment in full (whether flat fee or in the form of a requested retainer). Approval by you to the terms of this Agreement may be (i) from electronic mail (such as email), (ii) replying to a Proposal email that refers to this Agreement and incorporates it thereby, (iii) at an in-person meeting with a signed proposal that refers to this Agreement and incorporates it thereby, and/or (iv) a signed copy of this Agreement.

The Firm will provide legal services to the person or legal entity to whom the Proposal(s) are addressed, (collectively, “Client”) and the scope of services we will render, the manner of calculating, billing and collecting legal fees, and other aspects of the proposed representation are mutually agreed to be as follows:

### Representation

The Firm has been engaged to represent the Client in all matters arising from and pertaining to: ***the transaction listed in the separate approved Proposal email*** as requested by Client. Our work will be based on your requests therein, and from time to time our offers to perform other certain work (“Proposals”), which are incorporated herein and governed by this Agreement.

Client understands that Client is a client of the Firm and not of any particular attorney. Client understands that more than one attorney may be working on its case, and any attorney may be removed, assigned, or reassigned to this matter at the sole discretion of the Firm and as the Firm deems appropriate. The Firm however shall keep the Client reasonably apprised of such changes.

Client also represents that at this point no other attorney or law firm is representing Client in this matter. In addition, Client represents and warrants that it has told the Firm about any lawyers Client may have hired and dismissed previously or lawyers who have withdrawn previously on this matter.

### Fees and Services to be Provided:

The Firm has been engaged to provide services as requested by Client per separate Proposal email and per the terms within this Agreement. **The fee for this matter shall be a flat fee and/or an hourly rate, which may or may not require a retainer, as stated in the separate Proposal email.**

If an hourly rate is applicable, the following shall apply:

The Firm’s hourly rate for all work relating to this matter, as quoted in the Proposal, is for attorney time and for administrative time. The hourly fee is based upon the amount of time that the Firm devotes to your matter. It is impossible to determine in advance how much time will be needed. In addition to Firm attorneys, it may be necessary for administrative staff in our office to work on your matter. The Firm will use its best judgment in determining the most economical use of the Firm’s time and resources. Please be advised that our legal assistants and administrative staff however, are not attorneys and cannot give you legal advice. You must address all legal questions and matters to an attorney of the Firm.

Moreover, you will be billed for **all time** spent on your matter including, but not limited to, conferences, telephone calls, emails, document drafting, correspondence, conferrals with opposing counsel,

negotiations, legal research, and travel to and from locations away from our office. Time is billed in **6-minute increments**; that is, the minimum amount of time for which you are billed for any activity on our case is one-sixth of an hour.

We will invoice you every month for the work and expenses that have been incurred on your behalf during the prior month. You will have ten (10) business days from the date of invoice to pay in full. If you do not, the Firm reserves the right to withdraw from representation and stop work on this matter.

If a retainer is required, in addition to the hourly terms immediately preceding this paragraph, the following shall apply:

The Firm's hourly rate and the retainer amount needed for all work relating to your matter shall be as listed in the related Proposal. The Firm requires that the retainer be paid in full upfront ("Minimum Balance"). Payment of the retainer is required **before** we will undertake this representation.

The retainer will be used to compensate the Firm for hourly services and expenses advanced on your behalf. We will invoice you every month for the work and expenses that have been incurred on your behalf during that month. You will have ten (10) business days from the date of invoice to replenish your retainer in full so that it is back to its Minimum Balance. If you do not, the Firm reserves the right to withdraw from the matter. **Moreover, if you do not replenish your retainer in ten (10) business days from the date of invoice, the Firm reserves the right to charge your credit card for any and all outstanding legal fees, and expenses up to Five Thousand Dollars (\$5,000).**

#### **Credit Card**

By providing your credit card information and accepting the Firm's services, you hereby authorize the Firm to charge your credit card for legal fees and expenses **up to Five Thousand Dollars (\$5,000.00)**. If the credit card holder charges a processing fee, Client agrees to be responsible for said processing fee.

#### **Outcome**

The Firm agrees to do its best in obtaining for the Client, everything to which the Client is properly entitled and will use its best efforts in pursuing claims on behalf of Client and/or defending claims against Client as appropriate. However, the Firm cannot predict what the outcome will be and does not warrant or promise any particular result or outcome.

#### **Settlement Proceeds & Outstanding Invoices**

Client authorizes the Firm to withhold from any settlement or recovery all unpaid fees and expenses incurred by the Firm on its behalf.

#### **Service by Attorneys Outside the Firm**

In some special situations, the Firm may decide it would help the Client to consult with an outside attorney, firm, or expert as a consultant. The terms of this Agreement are applicable to all attorneys working on matters for the Client. The Client hereby consents to the sharing of fees paid to the Firm in this circumstance; however, the Client will only be billed as described in the Proposal.

#### **Excluded Services**

The Firm has not been engaged to provide the following services: any services not designated in the Proposal between the parties, including but not limited to bankruptcy, appeals, tax advice, family law matters, and criminal matters. Please note that the scope of the services the Firm shall provide is strictly

limited to what is in the Proposal and does not include additional research or ancillary services unless otherwise specified in the Proposal.

### **Excluded Persons**

If Client is a business, the Firm represents the business entity and does not represent any of the business's executive officers, owners, employees, or any other agents of the Client's company in their personal capacities without a newly written engagement agreement, separate approved Proposal, or amendment to this Agreement agreed to by all parties involved, along with a conflict waiver. By approving the Proposal and consenting to this Agreement on behalf of the company Client, the signatory(ies) acknowledge and agree that they understand that they are not being represented in their personal capacity and that if their interests should become adverse to the business that the Firm shall at all times owe duties to the business and not the signatory(ies).

Moreover, by approving the Proposal and consenting to this Agreement the signatory(ies) represent and warrant that they have the authority and authorization to bind the business. If they do not, the signatory(ies) agree to be personally responsible for any fees and expenses incurred in the course of this representation.

### **Corporate Counsel Initiative Services**

The Firm is pleased to provide its Corporate Counsel Initiative services for those individuals or businesses ("CCI Clients") who sign up and pay for the service. As part of the Corporate Counsel Initiative plan, CCI Clients receive one hour of legal consultation or review each month. Please note that drafting, negotiating, and revisions to documents or agreements are not included in the one hour of legal consultation or review each month. The Firm will keep track of the time used each month. CCI Clients are charged for additional attorney time at a reduced rate of **Two Hundred Dollars (\$200.00)** per hour for non-rush matters. Rush rates will be billed based on the complexity of the matter and availability of the Firm's resources at the time, but in no event shall be less than **One Hundred Fifty Percent (150%)** of the non-rush price.

If at any time a CCI Client is concerned about a legal matter, the Firm strongly recommends that the CCI Client engage the Firm as soon as possible to review the issue immediately. Notwithstanding any other term contained herein, the Firm by virtue of this Agreement **does not** represent the Client in any matters to which Client has not informed the Firm of, has not requested the Firm in writing to handle, any matters for which a Proposal has not been sent or approved, or in any litigation matters. Should Client need litigation or pre-litigation services in the future, Client and Firm will need to execute a litigation agreement acceptable to Firm prior to any representation for that issue. Moreover, for the Firm to be engaged on any transactional matter subsequent to this Agreement, the Client must approve of said Proposal and pay for the same. Should Client fail to either approve of the Proposal or pay for the same, then the Firm will not undertake or perform the requested services or work and does not represent Client in that matter.

### **Expenses**

The Firm may incur various expenses in providing services. Client agrees to promptly pay all such expenses and to reimburse the Firm for all out-of-pocket expenses that the Firm pays on Client's behalf. Expenses that may be incurred include, but are not necessarily limited to filing fees, third-party service providers, postage and delivery costs and excessive copying. These out-of-pocket expenses will be approved in advance by the Client where practicable.

There will be an **18% annual simple interest charge** or the highest lawful charge, whichever is less, shall be applied to unpaid fees and expenses that become more than thirty (30) days overdue. **Any accounts over ninety (90) days due** will be turned over for collection. To the fullest extent permitted by the ethical rules and applicable law, Client will be charged **15% of the outstanding balance** as the cost of collection, or the highest lawful charge, whichever is less. Failure to make timely payments may, upon notice, will result in the Firm's withdrawal as your attorney for any or all matters.

### **Limitation of Liability**

The Firm is not responsible for any damages of whatever nature suffered by Client as a result of Client's failure to give the Firm complete and accurate information. The Firm cannot warn Client of potential legal vulnerabilities that the Firm has not been asked to investigate or to mitigate on Client's behalf. As a Proposal-based law firm, the Firm's work is limited to those items approved by and paid for by Client.

### **Notice**

All notices, official and unofficial, will be sent to the Client's address, which may be email, as provided in the Proposals. It is the Client's responsibility to provide any address changes to the Firm within **ten (10) days** of any change. Client's legal rights and responsibilities could be adversely affected if the Firm cannot contact the Client. The Firm may be contacted at the addresses indicated above.

### **Client Cooperation**

Our expectations of the Client are that you will be timely in your responses to information requests and that you fully disclose all relevant information at all times. Any lack of cooperation may imperil your legal rights and responsibilities.

The Firm will contact you in response to any voicemail, letter, e-mail or fax. Please note that the most reliable method of contacting the Firm is by e-mail or setting up a meeting by phone or in person in advance.

Moreover, in order to complete the services or work requested under a Proposal, whether now or in the future, the Firm may need additional documents or information from the Client. Notwithstanding any date or time for completion that has been discussed or included on any Proposal, should the Client fail to tender any documents requested by the Firm or respond to the Firm's calls, emails, or other request(s) for information, the Client's work and services shall be put on hold, which may limit the time within which the Client may receive the work product or services they requested. Accordingly, for Client to receive the work product or services requested on the date requested or reflected in a Proposal, the Client must be prompt in its response and in providing requested documents. The Firm reserves the right to withdraw from representation in the event of your failure to abide by any of these terms or cooperate.

### **Documentation**

The Firm will send you copies of documents and correspondence and other information throughout the representation as applicable. These copies will be your file copies. The Firm will also keep the information in a file at its office. The file in the office will be the Firm's file. Once the matter is completed, the Firm will close its file and return any original documents requested by Client to the extent permitted by applicable law.

### **Power of Attorney**

Client grants the Firm power-of-attorney to execute all documents connected with the matter.

### **Client's Right to Terminate Representation**

Client may terminate this representation at any time with or without cause by notifying the Firm in writing of its desire to do so. Upon receipt of the notice to terminate representation, the Firm will stop all legal work on Client's behalf immediately, to the extent practicable. Client will be responsible for paying all legal fees and expenses incurred on Client's behalf before the date of written notice of termination was received by the Firm and for any work performed after the notice of termination to the extent said work was reasonably necessary to preserve and protect Client's rights.

### **Firm's Right to Terminate Representation**

The Firm may terminate its representation (to the extent permitted by the ethical and court rules) at any time if: 1) Client breaches any material term of this Agreement; 2) fails to cooperate in the Client's defense; 3) Client fails to timely respond to requests and inquiries by the Firm for follow up, information, or documentation; 4) Client fails to pay or keep the retainer at its Minimum Balance in accordance with the fee arrangement; 5) a conflict of interest develops or is discovered; 6) Client fails to provide complete or truthful information; 7) Client misrepresents any fact relevant to the case; 8) Client fails to participate in its defense; 9) if there exists at any time any fact or circumstance that would, in the Firm's sole opinion, render the Firm's continuing representation unlawful, unethical, or otherwise inappropriate; 10) after reasonable investigation of Client's claims the Firm decides it is not feasible to defend or prosecute such claims; 11) circumstances or claims develop such that the Firm does not have the resources or ability to effectively represent the Client, as determined in the Firm's sole and absolute discretion; and/or 12) for any other reason stated within this Agreement, the Firm may terminate its representation upon notice to Client.

If the Firm elects to terminate its representation, Client and signatory(ies) will take all steps reasonably necessary and will cooperate as reasonably required to free the Firm of any further obligation to perform legal services, including the execution of any documents necessary to complete the Firm's withdrawal from representation. Moreover, the Client agrees to pay for all legal services performed and expenses incurred before the termination of the Firm's representation, for work that must be performed to protect and preserve the Client's rights, and in withdrawing or substituting counsel in accordance with the provisions of this Agreement.

### **Miscellaneous**

This Agreement is subject to a conflict check before the representation can be undertaken. If a conflict is discovered, the Firm may not represent Client and this Agreement and any applicable Proposals will be of no effect.

This Agreement, which incorporates the related Proposal(s) includes the entire understanding and agreement between Client and this Firm on the subject matter described herein or in the Proposal(s). To the extent any agreement with the Client and the Firm conflict, the terms of this Agreement shall control. Indeed, this Agreement supersedes any and all other agreements or Proposals between the Client and the Firm, whether now or in the future unless the subsequent agreement is dated after this Agreement, specifically indicates it is meant to supersede all prior agreements, and is signed. Provided however that in no event shall this Agreement ever supersede a litigation agreement, it being understood by both Parties that litigation or prelitigation and transactional matters are separate and distinct matters that must and shall always be treated under different engagement agreements. The Agreement may be modified if in writing and agreed to by both parties and/or by subsequent Proposals that are agreed to by both parties. If any part or portion of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect. Provided however that if any adjudicator of competent jurisdiction were

to find that any part or portion of this Agreement is invalid and unenforceable but that by limiting said provision it would become valid and enforceable then said provision shall be deemed so limited and construed to the fullest extent permitted by law.

If the Firm is delayed in performing services or work or providing work product due to Client's failure to respond to the Firm's request for information or provide documents, riots, labor disputes, war, acts of God, fire, power outages, internet outages, ransomware, weather, disaster or calamity, sabotage, terrorism, vandalism, accident, restraint of government, governmental or administrative delays in processing paperwork or by any public, municipal, administrative, or governing body or authority, or any other causes beyond the Firm's control, then the Firm's time for performance shall be reasonably extended. In no event shall the extension be less than the number of business days that the Firm was so delayed. To the extent that the delay was hours rather than a full day, the Firm shall have at least one (1) additional business day to perform said work or return said work product.

If any of the terms stated in this letter are not consistent with your understanding of our agreement, please contact the Firm before signing or approving this Agreement. Otherwise, we will consider your approval of the terms of this Agreement which may be from electronic mail (such as email) replying to a Proposal email that refers to this Agreement and incorporates it thereby, or at an in-person meeting with a signed Proposal that refers to this Agreement and incorporates it thereby, and/or a signed copy of this Agreement; any such approval of this Agreement binds the parties and can be used in the place of an original for all purposes.

The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

On behalf of the Firm, we appreciate the opportunity to represent you in this matter. If you have questions, please feel free to call us at the number listed above.



Jonathan Sparks, Esq.  
Attorney at Law  
FOUNDER