

Christina Oatfield
Attorney & Advocate
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This is a contract for legal services between Christina Oatfield, herein referred to as "Attorney" and Omni Commons, a California nonprofit corporation, herein referred to as "Client." When signed by Client and Attorney, this document will become our agreement for legal services.

1. **SERVICES.** Client is hiring Attorney to advise on its delinquent property taxes and pending welfare exemption application.
2. **LIMITATION OF SERVICES.** This legal services agreement does **not** include legal services associated with any arbitration, litigation, or dispute resolution. This agreement does **not** cover income or franchise tax advice or preparation services., only advice on California and local property tax assessment and exemption. If Client has additional needs for legal services outside the scope of those described in paragraph 1 of this agreement, then Client and Attorney may agree to modify the scope of work in this agreement if Attorney is available and competent to perform such services, but otherwise Client will need to find another attorney.
3. **CLIENT'S DUTIES.** Attorney may need to rely on Client to provide information, documents, and clear indications of Client's decisions related to Attorney's services in order for Attorney to complete the work described in this agreement. Client agrees to be truthful and cooperative with Attorney's requests for any such information, documents, and instructions; to keep Attorney reasonably informed of developments; to keep Attorney informed of Clients' address, telephone number, and email address; and to timely make any payments required by this agreement.
4. **TIMELINE.** The services described in this agreement are to commence at or about the time when Attorney has received both a signed copy of this agreement from Client and has received a deposit toward her fee as described in paragraph 5 of this agreement on payment. The work will continue on an as-needed basis until the work is complete or the issues at hand are resolved. Attorney promises not to unreasonably delay the work to be done, and Client acknowledges their role (as described in paragraph 3 on Client's Duties, above) in helping ensure the work is done in a timely manner. Client acknowledges that Attorney has other clients and that she may not always be able to immediately respond to requests for consultations, document review, or other urgent needs, however, Attorney will make reasonable efforts to respond to any urgent needs of Client within the scope of services described in paragraph 1 of this agreement.
5. **PAYMENT.**

- a. **Attorney's fee is currently \$225 per hour. Legal Assistant labor will be billed at \$150 per hour.**
- b. **Fee Rate Increases:** Attorney's fee shall increase to \$250 and Legal Assistant fee shall increase to \$175 per hour effective January 1, 2023. Fees are also subject to additional increases thereafter. Fee increases require at least 30 days' written notice to Client. If Client chooses not to consent to the increased rates, Client may terminate this agreement by written notice effective when received by Attorney, at which time Attorney's services shall cease. Client will be responsible for payment of fees and costs incurred until this time.
- c. **Refundable Deposit:** Before commencement of work, Attorney requires a payment of \$1,500, which shall be a deposit toward fees and costs. Fees and costs will be billed against the deposit. Attorney may request additional deposits toward her fees and costs in the course of performing the services described in this agreement and Client shall make additional deposit payments promptly upon reasonable request. Attorney may, at her discretion, pause work until additional deposits are made, or in situations involving small amounts of work, Attorney may continue work without a deposit and bill Client for the work.
- d. **Estimates are not a reliable prediction of total fees and costs:** While Attorney may have provided a preliminary estimate of fees and costs, this estimate may not have factored in all of Client's needs and may not have factored in all the complexities that may be involved in fulfilling the scope of work. Any estimates provided by Attorney are merely estimates and are not promises regarding the total amount of fees and costs that may be billed pursuant to this agreement.
- e. **Refunds:** Client is entitled to a refund of any amount of the advance deposited fee that has not been earned at the time when the representation is terminated. Hourly fees shall be deposited into Attorney's trust account at Beneficial State Bank pursuant to Rule 1.15 of the California Rules of Professional Conduct of the State Bar of California. Once fees are earned, Client authorizes Attorney to transfer an appropriate amount of money from her trust account to her own bank account.
- f. **Costs:** Costs that will be billed to client may include costs of postage, printing, travel, fees for filing forms with courts or government agencies, and other such costs, as needed, to fulfill the scope of work described in this agreement. Should any single cost exceed \$100, Attorney will discuss the cost with Client in advance of incurring the cost, if practical and if time allows.


g. Billing: Attorney will send invoices via email approximately monthly. However, if no Attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for a following month. Any balance owed by Client shall be paid within 30 days after the invoice is sent via email.

h. Payments are to be made by check or ACH/wire transfer. Unless expressly agreed upon otherwise by Attorney and Client, all payments pursuant to this agreement shall be provided by paper check or via ACH or wire transfer. Attorney does not use payment apps (e.g. paypal, bill.com, etc.).

6. **ATTORNEY MAY SUBCONTRACT WORK.** Attorney may subcontract some or all legal services pursuant to this agreement, but in the event that she does so, Attorney remains responsible for ensuring the work as described in this agreement is completed in a professional manner. Attorney shall be responsible for conducting checks for potential conflicts of interest and conforming with all applicable rules in the use of any subcontractors.
7. **RESOLVING CONFLICTS.** In the event that a dispute arises between us as attorney and client, and if we are unable to resolve the dispute through discussion, we agree to submit that dispute to mediation before the dispute is arbitrated or taken to court.
8. **ENDING OUR WORK TOGETHER.** Client may end the attorney-client relationship at any time for any reason, and Attorney may end the relationship only for good cause pursuant to the California Bar's Rules of Professional Conduct (such as failure to make timely payments or for lack of Client's cooperation in fulfilling the work). Otherwise, our work together will end after Attorney has completed the services described in Paragraph 1 above.
9. **AGREEMENT TO SHARE IDENTITY OF CLIENT.** Client agrees to allow Attorney to disclose that Client is a client of Attorney on Attorney's website and to third parties in other contexts at Attorney's discretion, unless expressly advised against doing so by Client. Attorney will not disclose sensitive details about the legal advice provided under this agreement to the general public.
10. **ATTORNEY DOES NOT HAVE COMPREHENSIVE PROFESSIONAL LIABILITY INSURANCE.** Attorney's professional liability insurance does not cover all aspects of Attorney's practice, and Attorney reserves the right not to renew her current insurance policy, thus, for some or all portions of her services pursuant to this agreement, Attorney may not be covered by professional liability insurance.

On behalf of Omni Commons, I, **Yardena Cohen**, hereby agree and consent to legal representation by Christina Oatfield for the purposes and on the terms set forth above. In addition, I understand that Christina Oatfield is an attorney for Omni Commons and not an attorney for me as an individual.

Date: **September 20, 2022**

Client's Signature: 

Name and Title of Agent Signing for Client: Yardena Cohen, Omni Commons staff

Mailing Address of Client: 4799 Shattuck Ave, Oakland CA 94609

Phone Number of Client: 510-545-6582

Email Address of Client: yardenack@gmail.com

If Client wishes to designate additional points of contact for general or specific purposes (e.g. billing), Client may do so below:

Invoices can go directly to finance@omnicommons.org, thank you!

Date: September 12, 2022

Attorney's Signature: /s/Christina Oatfield/