

AGREEMENT AND AUTHORIZATION TO DRAFT UNLAWFUL DETINER DOCUMENTS

I. PARTIES TO AGREEMENT

This is a contract between **IRON LAW, INC.** and you for the Litigation Support Service described in Part I below. **IRON LAW, INC.** is "**IRON LAW**" and you are the "client" or "You." You should read and understand this entire contract before you sign it. You should understand the kinds of services that **IRON LAW** can and cannot perform for you.

II. SERVICES OF IRON LAW

IRON LAW is NOT a law firm. **IRON LAW** cannot perform the legal services that an attorney performs. **IRON LAW** cannot engage in the practice of law. **IRON LAW** and all the employees and staff are not active members of the California State Bar. **IRON LAW** cannot represent you in court. Your lawyer will determine what investigation and research is necessary to properly present your case. **IRON LAW** may not take any action unless approved in advance by your lawyer. The Court Clerk has not evaluated or approved **IRON LAW** staffers' knowledge, experience, or the quality of staffers' work.

IRON LAW cannot keep your original documents if you request **IRON LAW** to return them to you. **IRON LAW** cannot keep your original documents if you and a staffer do not sign this contract or if this contract terminates (ends) for any reason. **IRON LAW** cannot keep your original documents after all of the contract services have been provided in the SERVICE PACKAGES section. It is a violation of California Law if **IRON LAW** keeps your original documents under any of these circumstances.

It is a violation of California law if any staffers make any false or misleading statement to you. **IRON LAW** staff cannot obtain any special favors from, and our staff does not have any special influence with, any court, state, or federal agency. **IRON LAW** will provide you all the following services listed in section VII. SERVICE OFFERINGS – EVICTION below. You are paying **IRON LAW** only for those services listed above and no others. It is unlawful for **IRON LAW** to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

III. SERVICE LIMITATIONS

Kinds of services that **IRON LAW** staff can perform for you: Staff can type or otherwise complete, as your lawyer specifically directs, legal documents that counsel has selected. Staff can provide you general published factual legal information that has been written or approved by an attorney, to help you understand the court process. Staff can provide you published legal documents. Staff can file and serve legal forms and documents as you specifically direct. Kinds of services that staff cannot perform for you: Staff cannot provide you any service unless your attorney has given approval, or unless you are representing yourself in a legal matter and the self-help service relates to that legal matter. Staff cannot engage in the practice of law. This means that staff cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. Staff cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.

IV. CANCELLATION POLICY

You understand and agree that upon signing this agreement **all fees have been earned, due, and are not refundable.** You may cancel this contract for any reason within 24 hours after you have signed it. The only fees that **IRON LAW** may keep are fees for services which have actually, necessarily or reasonably been performed on your behalf during the 24-hour period. We cannot keep any fees for services performed during the 24-hour period unless you knew that we would perform those services and you agreed in this contract that staff would perform them. You are advised and agree that the costs incurred within the 24-hour period include Contract Generation (1 hour), Document Review (1hour), and client interview through you (1 hour), service of notices (\$150.00) if applicable.

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To cancel this contract, send **IRON LAW** a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to 663 SOUTH RANCHO SANTA FE RD., STE. 345, SAN MARCOS CA 92078 or in person at 440 South Melrose Drive, Suite 206, Vista CA 92081 or by fax at (619) 908-1822. Cancellation takes effect on the date of the postmark on the notice or fax transmission as indicated on the fax header.

These costs will be deducted from the balance paid, and the remaining funds will be refunded, or if there is an overage, an invoice will be due and payable within 15 days. You agree to pay the invoice within 15 days. You may also cancel this contract at any time if:

- a. Fail to give you a copy of this contract before providing any services to you; or
- b. Fail to specify in the contract the services which we will perform and the costs of those services, or
- c. Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

V. FEES AND EXPENSES

Hourly Rate: Fees, Costs, and Billing Practices –

Paralegals: \$75.00 per hour

Process Service/Court Runner: \$75.00 per service

By signing this agreement, you acknowledge that all fees have been earned and services rendered as requested and

- a. You have received a copy of this document before providing any services to you; and
- b. This document specifies the services which we will perform and the costs of those services, and
- c. You have received a copy of this document in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

VI. NO TIME OR RESULT GUARANTEE

You understand and agree that we cannot guarantee the outcome of any matter. There is no guarantee of any result. There is no guarantee of any resolution within any time. Any estimate of time to resolve a case made in connection with any marketing, discussion, communication, or any other express or implied notice is based upon our experience in matters; it is not a promise and shall not be relied upon as any indication of results available in your case. Every case is different and every party may have different approaches. Because there are different details in every case, we cannot guarantee what will happen in your case or when anything will occur.

VII. SERVICE OFFERINGS - EVICTION

In this section, please select the forms you want completed for you. If you are unsure what forms is required, you should contact an attorney to assist you with making that decision.

(See <https://www.mrevict.com/eviction-service/> for service descriptions.)

- A. Phase I \$800.00
- B. Phase II \$1150.00
- C. Phase III \$1350.00
- D. Hourly Rate: Fees, Costs, and Billing Practices – Paralegals: \$75.00 per hour, Process Service/Court Runner: \$75.00 per service

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VIII. CONTESTED (NON-DEFAULT) MATTERS

Should the opposing party retain an attorney, you should retain an attorney to assist you. **IRON LAW** can provide you with a list of attorney's who frequently work with **IRON LAW**'s customers. The lawyers are not affiliated with **IRON LAW** and will require a retainer based upon any agreement that you and that attorney negotiate. If you choose, **IRON LAW** can provide assistance at an hourly rate of \$75.00 per hour under the supervision of the lawyer of your choosing. Rates identified in the Fees and Expenses section above apply to all cases where the opposing party is represented. You agree that you will deposit \$500.00 into a Trust Account which will be used to cover the costs incurred on your behalf.

IX. HOURLY RATES CONTESTED (NON-DEFAULT) MATTERS

You agree and understand that the hourly rate for **IRON LAW** staff is \$75.00 per hour, earned in quarter hour increments. All services rendered not included in the Service Package's section above, or in the event of cancellation, the agreed rate will be applied to determine the amount to be refunded or due. You have been given access to CLIO or MyCase, a contact management system. To facilitate orderly exchange of communications, you agree to submit all requests via the online portal. If you would like an update by phone, text, or email, you agree that you will be responsible for the time spent in responding to your contact at the Hourly Rate described herein. Any and all services not identified in the above Service Packages are payable at an hourly rate of \$75.00 per hour, billed in 15 minute increments, including but not limited to the following:

- 1) Attendance at Court
- 2) Bankruptcy Court Filings
- 3) Demurrer / Motion to Strike
- 4) Discovery Requests
- 5) Motion to Quash
- 6) Motions to Dismiss
- 7) Telephone/Office consultations
- 8) Communications via Email, Text, or Phone.

X. PAYMENT

You understand and agree that upon signing this agreement, you have read the cancellation policy on above and agree that all fees have been earned and are not refundable. You agree that you have read and agree to the above agreement/consent to draft legal documents and the policy statements on the back of this page. I authorize a onetime debt from the below credit card in the amount of the "Retainer" above. In the event of an unpaid invoice, no further work shall be taken upon your case until the unpaid balance is paid.

XI. NO CHARGE BACK CLAIMS

You agree that You will not filed a charge-back claim with my credit card provider. A charge back claim is a claim that no services were rendered. You understand and agree that upon signing this agreement, all services have been earned and are not refundable. In the event that You file a charge back, you expressly, by signing below, allow **IRON LAW** to process your credit card for all costs incurred as a result of the charge back claim in addition to the costs associated with the performance of this agreement, not to exceed 110% of the payment subject to the chargeback.

XII. INDEMNIFICATION

You shall indemnify **Iron Law** against all liability, loss or damages, including consequential and incidental damages, and against all claims or actions based on or arising out of damage or injury (including death) caused by or sustained in connection with the performance by **IRON LAW** of the Service, or based on any violation of any statute, ordinance, regulation or agreement, and the defense of any such claims or actions including attorney's fees. **You** shall also indemnify **Iron Law** against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to **IRON LAW** performance of this Agreement.

