

Date Opened:
Client #:
Type:
Fees:
County:

LAW OFFICE OF KRISTINE S. CUMMINGS
Consultation Agreement

A. Who referred you to us? _____

B. Name: _____

Address: _____

City: _____ Zip Code: _____

Telephone: Home _____ Work _____

FAX _____ Cell _____

Is it alright for us to contact you at any of these telephone numbers or addresses?

Yes _____ No _____

E-Mail Address: _____

DATE OF BIRTH: _____

DRIVER'S LICENSE NUMBER: _____

SOCIAL SECURITY NUMBER: _____

C. Other Party's Name: _____

Address: _____

City: _____ Zip Code: _____

Telephone: Home _____ Work _____

FAX _____ Cell _____

E-Mail Address: _____

DATE OF BIRTH: _____

DRIVER'S LICENSE NUMBER: _____

SOCIAL SECURITY NUMBER: _____

D. Other Party's Attorney: _____

Address: _____

City: _____ Zip Code: _____

Telephone: Home _____ Work _____

FAX _____ Cell _____

E-Mail Address: _____

E. Have you been a resident of California for the last six months and a resident of _____ County for the last three months? _____

If not, please state your place of residence for the last six months:

County of filing: _____

F. Child(ren)'s Name(s) & Birthdate(s):

G. Has any of the children lived outside the state of California during the last (5) years?

H. Complete address(es) of children for the past five years:

Address: _____

City: _____ Zip Code: _____

Dates lived at the above address: _____

Name(s) of person with whom child(ren) lived: _____

Address: _____

City: _____ Zip Code: _____

Name(s) of person with whom child(ren) lived: _____

Dates lived at the above address: _____

Address: _____

City: _____ Zip Code: _____

Dates lived at the above address: _____

Name(s) of person with whom child(ren) lived: _____

*Attach continuation page if necessary.

I. List the city and state of birth for each child:

J. Have the children lived with any person other than you and/or your spouse?

(Yes or No) (Name of person with whom children lived and dates)

K. Are there any other pending custody proceedings concerning the children? _____

L. Name of Accountant: _____

Address: _____

City: _____ Zip Code: _____

Telephone: _____ FAX: _____

M. Name of Counselor or Therapist: _____

Address: _____

City: _____ Zip Code: _____

Telephone: _____ FAX: _____

N. For Dissolution of Marriage and Legal Separations:

Date of Marriage: _____

Place of Marriage: _____

Date of Separation: _____

Request Attorney fees to be paid by: _____

Wife's former name to be restored: _____

O. Terms of Consultation:

1. I ("Client") agree to pay for the time spent with Kristine S. Cummings ("Attorney") for this consultation at Attorney's hourly rate regarding Client's family law matter. The time will be charged from the start of the meeting with Attorney to the conclusion of the meeting. Time is billed in 6-minute increments. Attorney charges \$400 per hour. Fees are due and payable at the conclusion of the consultation and are non-refundable. Attorney charges for reviewing documents prior to the consultation if requested to do so by Client.

2. Client understands and agrees that Attorney will not perform any further services on behalf of Client after today's consultation, unless Client and Attorney enter into a written agreement to provide such services. For example, Attorney will not appear in court, file any papers in court, meet any deadlines, or provide any other services on behalf of Client unless there is a separate written agreement between Client and Attorney to provide such services.

3. Client understands and agrees that Attorney can only provide legal advice in this consultation based on the information provided to Attorney by Client. If this matter relates to a premarital or post-marital agreement, Client understands and agrees that Attorney cannot advise Client whether to enter into any particular agreement unless there is a separate written agreement between Client and Attorney for Attorney to represent Client with respect to that agreement.

4. Client understands that Attorney is licensed to practice law in the State of California only, and will not provide advice as to the laws of any other state or nation.

5. **Arbitration/Waiver of Jury Trial.** Any and all disputes or claims between attorney and client arising out of the attorney-client relationship or relating to this agreement will be resolved by binding arbitration pursuant to section 1280 et seq. of the California Code of Civil Procedure. The decision of the arbitrator will be binding. Attorney and Client give up their constitutional right to a jury trial or court trial in any dispute between them by signing this agreement. Attorney and Client will split the cost of any arbitration. Attorney and Client shall have all rights to discovery during the arbitration process and to appeal any decision by the arbitrator. Client also has a right to non-binding arbitration pursuant to sections 6200 et seq. of the Business and Professions Code as to any dispute between the parties regarding fees or costs which, if elected, will precede binding arbitration.

6. This is the entire agreement between Attorney and Client. There are no prior or contemporaneous oral or written agreements, representations or warranties. Any action to enforce this Agreement will take place in the County of Sacramento, and the law of the State of California will apply.

7. Client was given the opportunity to negotiate this Agreement. Client had the right to cross-out any portion of this Agreement, or provide alternate language, before this Agreement was signed by both parties.

I, CLIENT, agree to the foregoing.

Dated: _____

Sign Here: _____