

**ABRAHAM LINCOLN**  
ATTORNEY AT LAW  
1234 PENNSYLVANIA AVENUE  
WASHINGTON, D.C.  
TELEPHONE: (123) 456-7890  
FAX: (123) 456-7899

E-Mail:  
abe@hotmail.com

**ABRAHAM LINCOLN**  
DIRECT LINE:  
(123) 456-7891

May 31, 2016

Joe Smith  
1234 Any Street  
Any town, USA

**Re: Smith v. Jones**

Dear Mr. Smith:

This letter will set forth the circumstances under which I have agreed to represent client in connection with your accident of September 30, 2015. I will act as your counsel to investigate, prepare, and prosecute the matter to a settlement or judgment. I do maintain errors and omissions insurance coverage applicable to the services to be rendered.

#### **SCOPE AND DUTIES OF ABRAHAM LINCOLN, ESQUIRE AND CLIENT**

First, I propose to investigate and prepare the case, as necessary, to pursue the claim against all responsible persons or organizations who may have legally been the cause of the damages you received. I will be responsible for preparing and filing all necessary court documents on your behalf, taking depositions, statements of witnesses, and otherwise conducting what is known as "discovery" of the case before trial. I will also be responsible for preparing for trial or arbitration, carrying on any negotiations for settlement which you authorize, and appearing on your behalf at all court proceedings involved in your case. Appeals are not included in this agreement.

Further, I will carry on negotiations with the defendant(s) or their insurance carriers, and undertake such legal proceedings as may be appropriate to the advancement and enhancement of your claim. **No settlement will be made without your permission and without first communicating all settlement offers to you.**

#### **FEES AND COSTS**

For the various services that this office will undertake on your behalf, this office has agreed to be compensated for attorney's fees on a contingent fee basis as follows:

1. Thirty-three and one-third (33 1/3%) of all sums recovered prior to the filing of a lawsuit; or
2. Forty (40%) of all sums recovered after the filing of the lawsuit.

**Client understands that the rates set forth above are not set by law, but are negotiable between attorney and client. This fee agreement does not cover the filing of any appeal before or after trial, the filing of any writ, and/or the representation stemming from any medical or other subrogation matter, lien collection, cross-complaint, or counter suit filed against you.** If no recovery is obtained for you by way of any settlement, or after trial, or arbitration, then no attorney's fees will be charged by Abraham Lincoln, Esquire. In the event

that during the period of time of preparation of this case for trial or arbitration it is necessary to employ any other counsel to assist me on any special matter (other than acting as an expert witness), this will be at no additional expense to you and they will be paid totally from my share of attorney's fees which may be ultimately earned. **Further, by executing this agreement you agree and authorize that all sums recovered shall be made payable and deposited in the client trust account.**

Certain costs and expenses will be necessarily incurred in the preparation and trial of this case. These expenses include any law clerk at \$30.00 per hour, paralegal at \$60.00 per hour messenger at \$20.00 per hour, and investigators, consultants or expert witnesses reasonably necessary in our judgment. Other costs include, but are not necessarily limited to, court filing fees, process server's fees, messenger and delivery fees, deposition costs, expert witness fees, travel expenses (mileage at \$0.55 per mile), investigation costs, long distance telephone charges, fax charges at \$1.00 per page, black and white copies at \$0.20, color copies at \$1.00 and postage. I will obtain an estimate for any major expenses over \$1000.00 prior to incurring same and will seek your approval in advance. As the case progresses, I will continually evaluate the process to see that the prospective recovery justifies the costs that are being incurred. If at any time proceeding does not justify such costs, I will notify you. We will forward our statement of costs for reimbursement monthly. You are responsible for payment of same within thirty (30) days of mailing. Any unpaid costs will be reimbursed to attorney from client's share of the distribution of sums recovered. Expert witness fees, if necessary, must be deposited in advance of service if requested.

#### **DISPOSITION OF THE CASE**

Nothing in this agreement and nothing in my statements to you should be construed as a promise or guarantee about the outcome of your matter or case. I cannot for obvious reasons make such a guarantee and expressly state that I have not done so. Any comments made by me about the outcome of your matter or case are expressions of my opinion only and do not constitute any guarantee.

#### **TERMINATION**

We reserve the right to withdraw from your case at will for any reason, but will do so immediately, if you do not make the payments required by this agreement, if you have misrepresented or failed to disclose material facts to us, if you choose not to follow our advice, or any other fact or circumstance that would render our continuing representation unlawful or unethical. You also retain the right to terminate me as your Attorney of record at any time, in which case we ask to be so advised in writing. In that event, you would be responsible for the fees and costs to date of withdrawal or termination, payable immediately upon notification of termination.

#### **MANDATORY FEE ARBITRATION**

The parties acknowledge that in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client's Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration. Arbitration

Joe Smith  
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May 31, 2016

pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

Any other dispute between the parties hereto arising out of or relating to this agreement or professional services rendered shall be resolved by binding arbitration before the American Arbitration Association in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration.

It is important that you do not discuss this case with **any** other persons. The reason for this is that those witnesses or persons could be witnesses against you at some time later if you should say something out of court which could be against your interest. Any inquiries from any other persons interested in the matter should be referred directly to me. I would mention to you that your family and friends will undoubtedly want to know how the case is proceeding. You are free to discuss with them in general terms how things are proceeding, but I would caution you not to go into any detail concerning the facts of the claim or the nature and extent of your damages.

Further, you have agreed to be truthful with me, cooperate when requested, keep me informed of any developments, abide by this agreement, and keep me advised of your address, telephone numbers, and whereabouts.

Please also be sure to keep track of any and all other expenses you incur. Any documents you receive concerning this case should be forwarded to me immediately. I can always make copies of documents for you if you need them for your own files.

#### **ATTORNEY'S LIEN**

In the event it becomes necessary for this office to institute legal action to recover any amount due pursuant to the terms of this letter/agreement, the prevailing party in such action will be entitled to reasonable attorneys' fees and costs incurred in such action. A lien acts as security for payments due to attorney by client. This lien could delay payments to you until any disputes over the amount to be paid to me are resolved.

This agreement hereby grants me a lien on any and all claims or causes of action that are the subject of my representation under this contract. Attorney's lien will be for any sums due and owing to me at the conclusion of my services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement, or otherwise, in this matter. You may seek the advice of an independent lawyer of your choice about this lien and this matter. By executing this agreement, you acknowledge that you have been so advised.

#### **APPROVAL AND EFFECTIVE DATE**

This letter contains our entire agreement pertaining to the subject of the services we will be performing and our compensation for such services, and there are no representations or promises other than as may be expressly set forth herein. There will be no modifications of this agreement unless made in writing and signed by each of us. This agreement will take effect when you have performed the conditions stated herein, but its effective date will be retroactive to the date we first provided services. The date at the opening of this letter is for reference purposes

Joe Smith  
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May 31, 2016

only. Even if this agreement does not take effect, you will be obliged to pay us the reasonable value of the services we may have performed for you.

If the above arrangements meet with your approval, sign on the line above your name at the close of this letter, indicating your approval of the terms that have been set forth and return the original to me in the enclosed envelope. The copy is for your files. This agreement will not take effect and I will have no obligation to provide legal services, until you return the signed original of this agreement (and I have received your trust account deposit as set forth herein). Files will be maintained for five years after your case concludes and I will dispose of same unless notified by you in writing prior to that time.

Finally, I have enclosed several forms which authorize the release of records. Please sign and date these forms where indicated and return them to this office along with this agreement. I look forward to working for you and with you on this case and in the event that you have any questions, please feel free to call me at your convenience. I appreciate the confidence you have expressed in me by asking me to represent you. I will use my best efforts at all times to justify that confidence.

Sincerely,

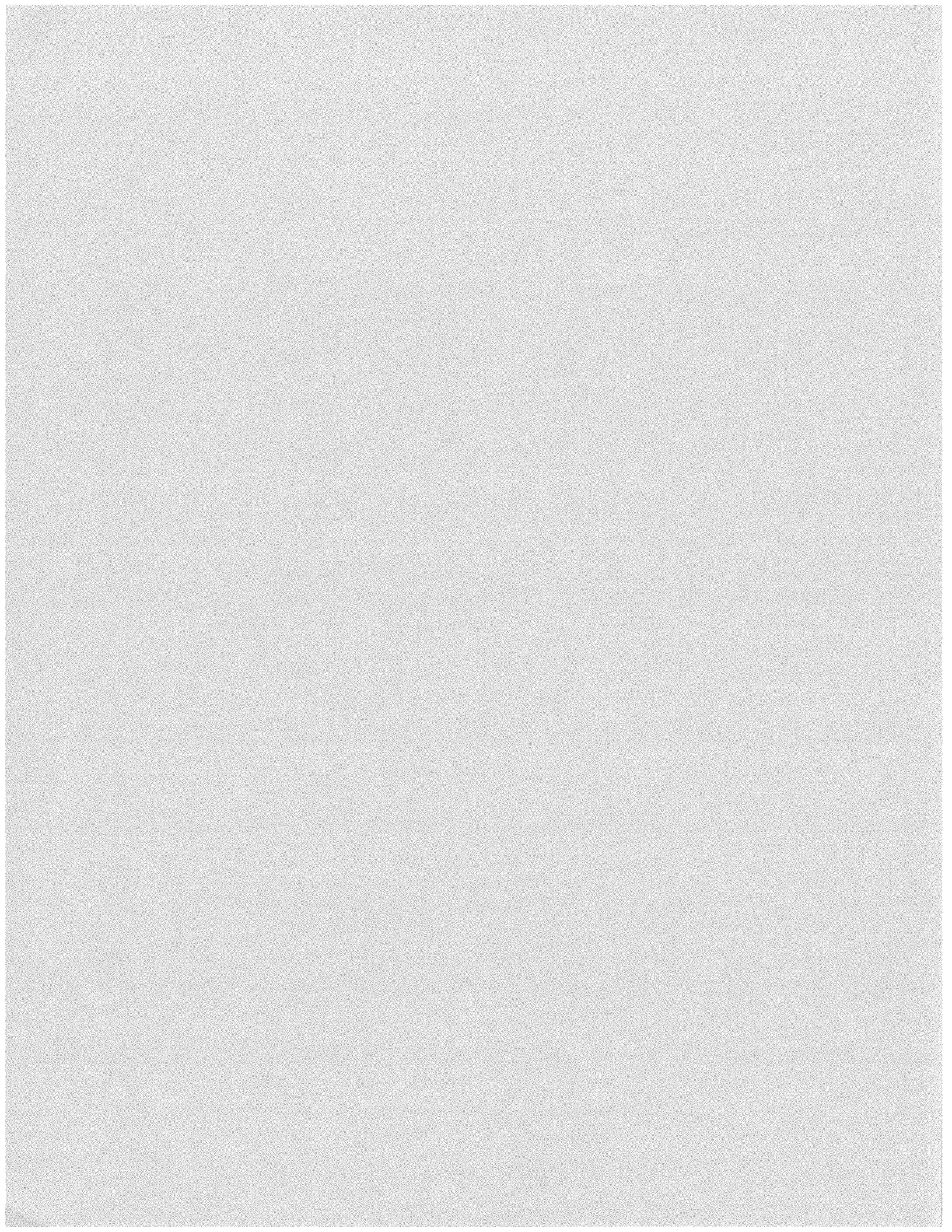
Abraham Lincoln

I HAVE READ THE FOREGOING AND APPROVE THE CONTENTS ACKNOWLEDGING I HAVE BEEN GIVEN A DUPLICATE COPY OF SAME.

Dated: \_\_\_\_\_

Client \_\_\_\_\_  
Joe Smith

Enclosures



# MARC D. ADELMAN

ATTORNEY AT LAW  
LIBERTY STATION

MARC D. ADELMAN  
DIRECT LINE: (619)297-7707

2488 HISTORIC DECATUR ROAD, SUITE 200  
SAN DIEGO, CALIFORNIA 92106  
TELEPHONE: (619) 297-7707  
FAX: (619) 222-1608

E-MAIL:  
adelmanmd@aol.com

February 9, 2017

John Doe  
123 Main Street  
California City, CA 93504

Re: **Smith v Doe (and related cross action)**

Dear Mr. Doe:

I am writing to confirm and acknowledge that I have agreed to represent you in connection with the defense of the Complaint and prosecution of a Cross Complaint in the above-referenced matter. This letter agreement will set forth, in writing, which will be signed by both of us, our understanding and agreement pertaining to the hiring of our office. All agreements relating to fees and responsibilities are contained within the provisions of this letter agreement. Attorney does maintain errors and omissions insurance coverage applicable to the services to be rendered.

Except for the providing of emergency services (such as the filing of pleadings on short notice), this agreement will not take effect, and we will have no obligations to provide legal services, until you return a signed copy of this agreement and pay the deposit called for in this agreement.

## **SCOPE AND DUTIES OF MARC D. ADELMAN**

You requested and we agreed subject to the terms of this agreement, to provide legal services in connection with the above-referenced matter. We will provide those legal services reasonably required to represent you, and will take reasonable steps to keep you informed of the progress and to respond to your inquiries. You agreed to be truthful, cooperate with us, keep us informed of developments, abide by this agreement, pay our bills on time and keep us advised of your address, telephone number and whereabouts.

## **FEES AND COSTS**

As we discussed, my fees are charged at \$300 per hour. *By signing below, you acknowledge that you understand that this fee is not set by law but is negotiable.* Time



John Doe  
123 Main Street  
California City, CA  
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records will be maintained for all professional services including, but not limited to, court appearances, research, preparation, telephone calls, correspondence, drafting pleadings or documents, travel time, office conferences, file review, depositions, conferences and appointments, and other necessary services. We will require you to make a deposit of \$7500. which will be put into a trust account and utilized for payments of costs as they are incurred and attorneys' fees earned. A minimum amount of \$1500. must be maintained at all times in the trust account. This agreement does not obligate the undersigned to initiate any legal action in any court until such time as the undersigned deems it appropriate.

Our office generally bills all time expended in connection with a client's case in segments of 1/10th of an hour. It is extremely difficult to keep completely accurate time records for relatively brief services, such as telephone calls and review of correspondence. However, it has been our experience that any telephone call or correspondence takes approximately one-tenth (1/10) of an hour due to the thought process and interruptive nature of these services. Accordingly, all telephone calls and all correspondence review will be charged at a minimum rate of one-tenth (1/10) of an hour.

In addition to fees, certain costs and expenses will be necessarily incurred in the preparation and Trial of this case. These costs and expenses, billed monthly, if not reimbursed during the pendency of the matter, will be repaid to attorney from client's share before any settlement funds are distributed. You have authorized us to incur all reasonable costs and to hire any law clerk or paralegal at \$25.00 per hour, messenger at \$20.00 per hour, investigators, consultants or expert witnesses reasonably necessary in our judgment. These costs include, but are not necessarily limited to, court filing fees, process servers' fees, messenger and delivery fees, deposition costs, expert witness fees, travel expenses (mileage at \$.55 per mile), investigation costs, research costs, jury fees, document reproduction at \$.20 per page, long distance telephone charges, fax and email charges at \$1.00 per page, and postage. However, as a courtesy, this office from time to time will advance some of these minor costs and you will be billed for such advances. I will obtain an estimate and seek your approval for any expenses over \$2000. prior to incurring same.

#### **STATEMENTS**

You will periodically receive a detailed statement from our offices. This statement enables you to keep your account current and to keep informed of legal expenses involved in our efforts on your behalf. Each billing statement will set forth the date the services were rendered, the actual services which were rendered, the time expended, costs incurred on your behalf, costs charged to your account and advanced by us, and

John Doe  
123 Main Street  
California City, CA  
Page 3

credits to your account. You have agreed to pay the balance due on these statements upon receipt.

If, upon your receipt of the statement, you have any questions with regard to any charge set forth thereon, or any item of information contained therein, please promptly telephone or write to our office so that we may discuss these matters while they are fresh in both our minds. We do not wish to have any misunderstanding between us concerning fees and charges. We expect you to pay your billing statement on a current basis, but we do not expect you to pay for services or costs which you do not understand until the item is explained to you. We do not expect you to pay for any charges which are incorrect. Therefore it is imperative that we resolve any misunderstandings, or errors, relating to your billing statement immediately.

#### **ATTORNEY'S LIEN**

In the event it becomes necessary for this office to institute legal action to recover any amount due pursuant to the terms of this letter/agreement, the prevailing party in such action will be entitled to reasonable attorneys' fees and costs incurred in such action. A lien acts as security for payments due to attorney by client. This lien could delay payments to you until any disputes over the amount to be paid to me are resolved.

This agreement hereby grants me a lien on any and all claims or causes of action that are the subject of my representation under this contract. Attorneys' lien will be for any sums due and owing to me at the conclusion of my services. The lien will attach to any recovery you may obtain, whether by Arbitration award, judgment, settlement or otherwise, in this matter. You should seek the advice of an independent lawyer of your choice about this attorney lien and the entire agreement. By signing this agreement, you acknowledge you have been so advised.

#### **TERMINATION**

We reserve the right to withdraw from your case at will for any reason, but will do so immediately, if you do not make the payments required by this agreement, if you have misrepresented or failed to disclose material facts to us, if you choose not to follow our advice, or any fact or circumstance that would render our continuing representation unlawful or unethical. You also retain the right to terminate me as your attorney of records at any time, in which case we ask to be so advised in writing. In the event, you do so you would be responsible for the fees and costs to date of withdrawal or termination, payable immediately upon notification of termination.



John Doe  
123 Main Street  
California City, CA  
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### **ARBITRATION**

The parties hereto agree that any dispute relating to Attorney's fees under this agreement will be submitted to Arbitration before the San Diego County Bar Association pursuant to California Business and Professions Code Section 6200, et seq., or, should that organization decline or be unable to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code Section 6200, et seq.

Any other dispute between the parties hereto arising out of or relating to this agreement or professional services rendered will be resolved by binding Arbitration before the American Arbitration Association in San Diego, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the Arbitration.

### **DISPOSITION OF THE CASE**

It is not possible to predict the outcome or the disposition of any phase of this matter. Accordingly, all expressions relative to the outcome of this matter are our opinion as attorneys and do not constitute any warranty or guarantee. This firm will make no settlement in your case without your consent.

### **APPROVAL AND EFFECTIVE DATE**

This letter contains our entire agreement pertaining to the subject of the services we will be performing and our compensation for such services, and there are no representations or promises other than as may be expressly set forth herein. There will be no modifications of this agreement unless made in writing and signed by each of us.

This agreement will take effect when you have performed the conditions stated herein, but its effective date will be retroactive to the date we first provided services. The date at the opening of this letter is for reference purposes only. Even if this agreement does not take effect, you will be obliged to pay us the reasonable value of the services we may have performed for you. Your files will be maintained by this office for five years after the conclusion of your matter, at which time, they will be destroyed unless you indicate otherwise.

If the foregoing correctly sets forth our understanding and agreement, please date, sign and return this letter in the return envelope, indicating that it meets with your approval. A copy of this agreement is enclosed for your file.

John Doe  
123 Main Street  
California City, CA  
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If you have any questions with regard to any matter set forth in this letter, or if you have some different understanding of any portion of this agreement, please telephone me immediately so that we can discuss those items and determine if we will be able to reach an agreement by which we will represent you.

We appreciate the confidence you have expressed by asking this office to represent you. We will use our best efforts at all times to justify that confidence. If at any time you have questions concerning this agreement, legal procedures or the progress of your case, please do not hesitate to call me.

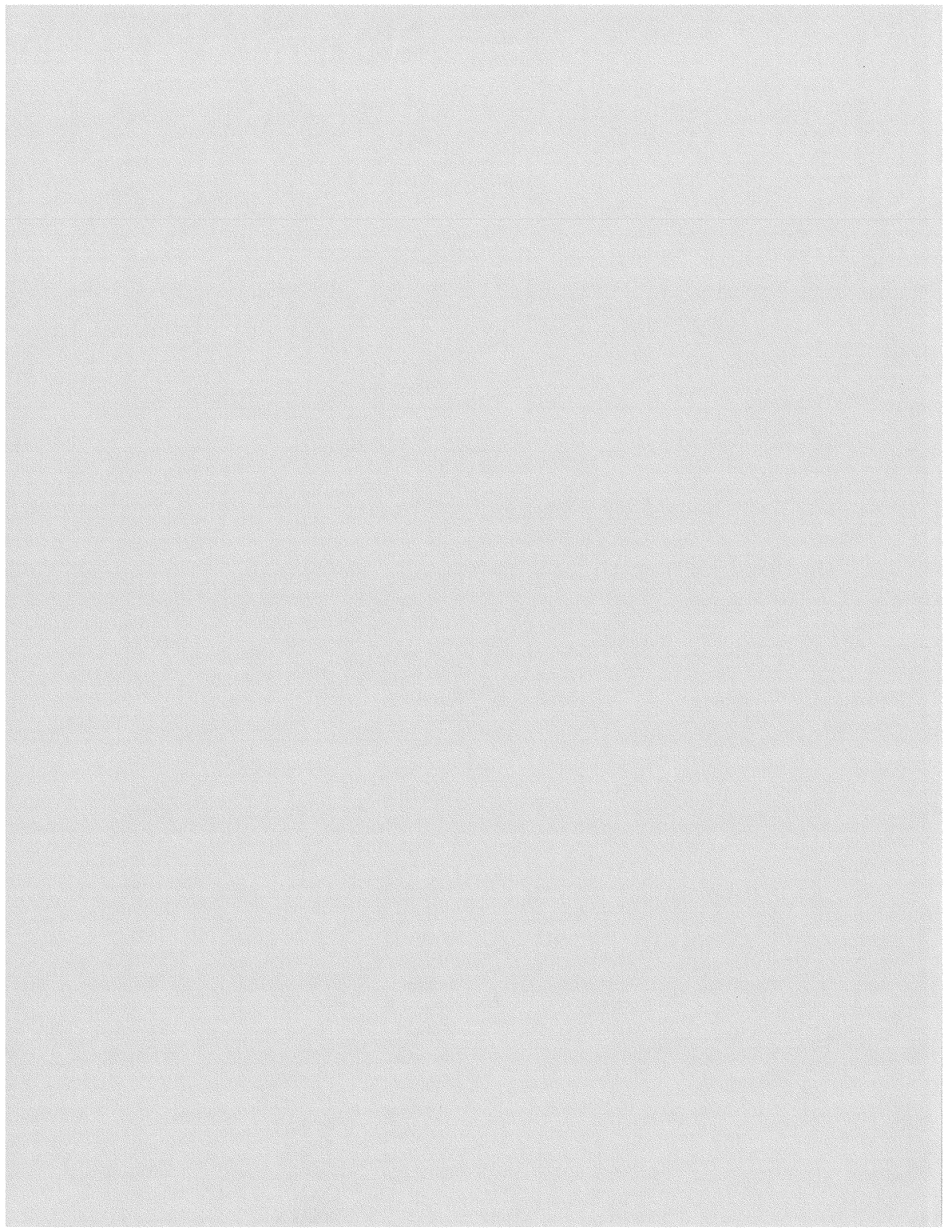
Sincerely,

Marc D. Adelman

I HAVE READ THE FOREGOING AND APPROVE.

Date: February 9, 2017

\_\_\_\_\_  
John Doe



## **1. ARBITRATION**

### **A. ARBITRATION OF ALL DISPUTES INCLUDING CLAIMS OF MALPRACTICE**

Any dispute between the parties [Attorney and Client] regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in Paragraph B below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person [Option: or agree upon a 3-person panel] to hear and determine the dispute.

Option: The arbitration provider shall be [fill in the name of the arbitration provider] whose rules shall govern the arbitration.

Option: If the parties cannot agree on the selection of an arbitrator, a party may petition the Superior Court of [fill in name of county] County and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will choose an impartial arbitrator and the court's decision shall be final and conclusive on all parties.

Option: Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05.

Option: Each party shall bear its own costs, expenses, attorney's fees and an equal share of the arbitrators' and administrative fees.

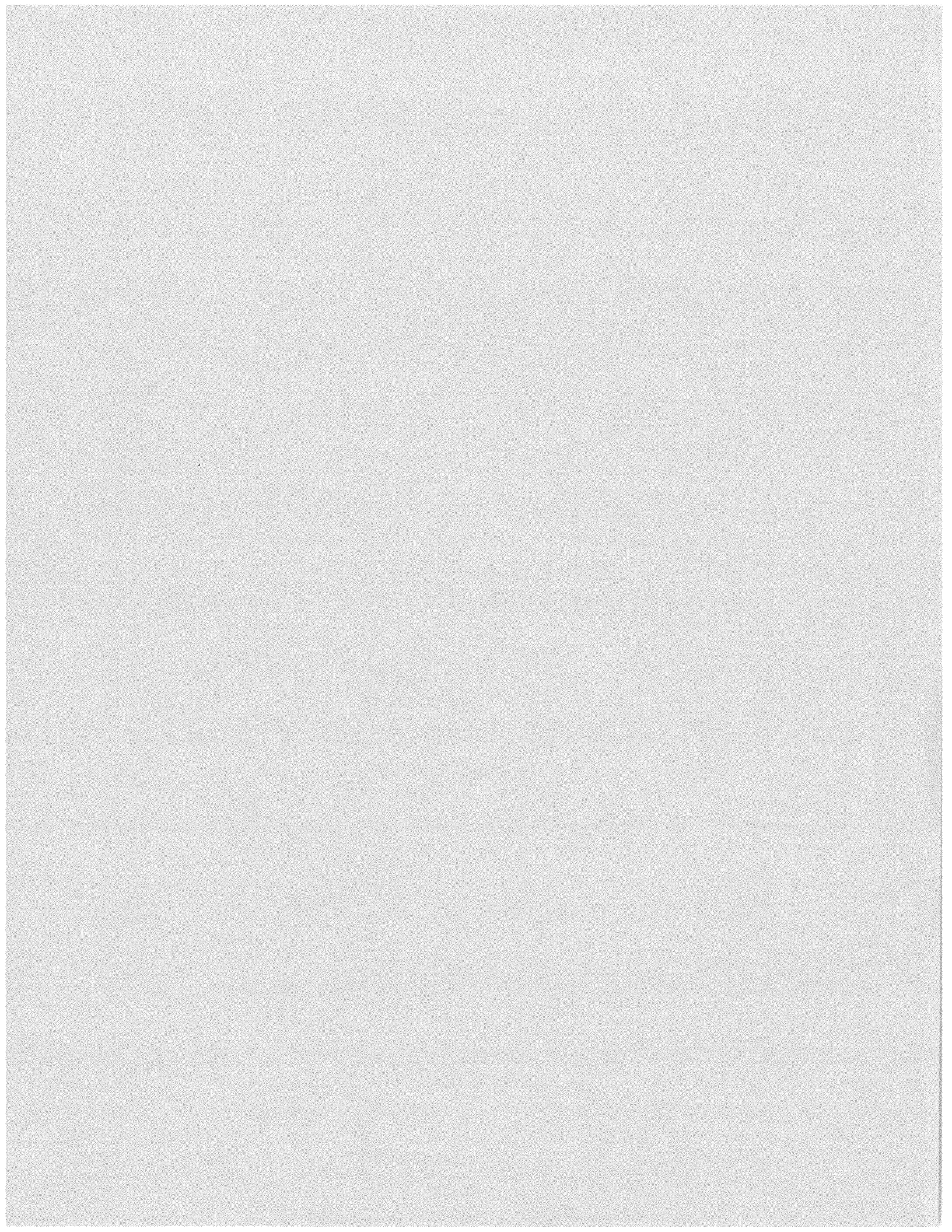
The venue for the arbitration and any post-award proceeding to confirm, correct or vacate the award shall be [fill in name of county] County, California.

Client and Attorney confirm that they have read and understand subparagraphs A above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client may consult with an independent lawyer of Client's choice to review these arbitration provisions, and this entire agreement, prior to signing this Agreement.

## **2. MEDIATION**

Attorney and Client agree to try to settle all disputes between them through private mediation before initiating any arbitration, litigation or other dispute resolution procedure. The disputes which are subject to mediation include without limitation the following: claims regarding the construction, application or performance of services, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and attorney's fees and costs. Any party to the agreement may initiate mediation through service of a written demand in person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than days after the date of services of the initial notice, unless otherwise agreed by the parties and mediator. Each party shall bear its own fees and costs for the mediation.





**MARC D. ADELMAN**

ATTORNEY AT LAW  
LIBERTY STATION

**MARC D. ADELMAN**  
DIRECT LINE: (619)297-7707

2488 HISTORIC DECATUR ROAD, SUITE 200  
SAN DIEGO, CALIFORNIA 92106  
TELEPHONE: (619) 297-7707  
FAX: (619) 222-1608

E-MAIL:  
adelmanmd@aol.com

June 16, 2016

Ms. Autumn Winter  
1234 Spring Street  
San Diego, CA 92111

Dear Ms. Winter:

It was a pleasure speaking with you and reviewing documentation regarding your potential claim. I regret that we are not able to undertake representation in this matter, and I am sending this brief letter to confirm that we will not be taking any action to assert your claim or otherwise protect your interest in this matter.

We have not formed any opinion whether any claim is meritorious. Nevertheless, please allow me to reiterate that you must be mindful there is a statute of limitation currently running on any claims you may have. It is important for you to realize that the passage of time may create defenses to the claims. If you still desire to assert claims, then it is imperative that you consult with another lawyer and take timely action to file a claim, and or a lawsuit and protect your rights. I have not undertaken to determine when the period of limitation commenced. I am not able to advise you with respect to the date when the statute of limitation will expire and I have not taken any action to stop the clock from running on any claim.

Thank you again for allowing me the opportunity to discuss this matter with you.

Sincerely,

Marc D. Adelman

MDA/tml