

October 7, 2007

**{guarantor}**

via hand delivery

Dear **{guarantor}**:

You have asked that I represent **{defendant}** in connection with a **{charge}** charge.

I will handle **{defendant's}** case for **{fee}**, plus any out-of-pocket expenses. In agreeing on this reasonable contract fee, you and I have taken into consideration: the difficulty of **{defendant's}** case, **{his/her}** expectations, the urgency of the matter, the probability of my declining other clients or work because I have taken this case, and my time, experience, and expertise in criminal matters.

When I say that I will "handle **{defendant's}** case," I mean that I will represent **{defendant}** through one trial. I will investigate the case, research the law, negotiate with the prosecutor, and try the case to a jury or judge if necessary. This representation does not include any re-trials, such as after the rare occasion that the trial court declares a mistrial. I obviously cannot agree to do the same work twice for the same fee. Nor does this representation include an appeal, if and when that is necessary. If and when a re-trial or an appeal is necessary, we will meet and will agree to another contract fee.

A "contract fee" means that you and I will consider the fee earned upon payment, regardless of the outcome of **{defendant's}** case -- settled, dismissed, or tried; win, lose or draw. I will devote as much time as necessary to **{defendant's}** case, but the contract fee will not be increased or decreased based upon the hours spent on **{defendant's}** case. In other words, the contract fee is not a so-called "advance fee payment" or "retainer fee" that I will hold in trust and draw from as I go along working on your case. Instead, a contract fee becomes my property at the time you pay me.

You and I have agreed to the following payment arrangements:

**{payment arrangements}**.

If you fail to meet your payment obligations – and I trust that you will not – I have the right to withdraw from **{defendant's}** case. If I do so, I am not obligated to refund, in whole or in part, the portion of the contract fee that you have already paid me.

This case is one of the most important and urgent matters in **{defendant's}** life right now, and possibly ever. I know that you could have chosen any lawyer, and I appreciate your placing this most important matter in my hands.

The immediate benefits **{defendant}** will receive for the contract fee are my immediate advice and representation and the peace of mind of knowing that I will bring all of my

experience, expertise, training, and reputation to bear on bringing **{defendant's}** case to the best possible resolution. Because I can take only a very limited number of clients, and because my time is very limited and extremely valuable to me, I would not be able to accept the privilege of representing **{defendant}** on other terms. By accepting **{defendant's}** case, I make it probable that I will have to decline to represent someone else who needs my help.

“Out-of-pocket” expenses include the cost of experts, witness expenses, court transcripts, traveling expenses, special investigations, scientific tests, trial exhibits or aids, large-scale photocopying, and so on. I do not anticipate that these expenses will be considerable. If I ask, you will deposit money to cover these expenses. I will place the deposit money in my trust account, and pay expenses from that account as they become due. If the expenses happen to exceed your deposit, you will be responsible for them. After my representation ceases in your case, I will refund to you any remaining expense money.

Under the ethics and law, my duty and allegiance are solely to **{defendant}**, not to any third party paying any portion of the contract fee or expenses. **{defendant}** consents to you paying, understands that this will not interfere with my duty and allegiance to **{him/her}**, and realizes that the attorney-client privilege, work-product doctrine, or confidentiality will not be breached. Further, it is understood that any money paid by any third party is paid on behalf of **{defendant}** and not of the third party.

“Privileged information” means any fact that comes to my knowledge by reason of the attorney-client relationship. **{defendant}** consents to my revealing privileged information when I have reason to believe it is necessary to do so in order to carry out the representation effectively.

My ethics prohibit me from guaranteeing, promising, or warranting any favorable outcome that I hope to achieve in **{defendant's}** case. I can only assure you that I will do my best.

All terms and conditions of our agreement are set forth in this letter and can only be modified in a subsequent writing that you and I sign. Please read this letter carefully and feel free to ask me any questions. If you are satisfied with this letter and the reasonableness of its terms and conditions, sign your initials and name where indicated as evidence that you have fully read, understand, and agree to the terms and conditions. I will provide you with a copy of the signed letter.

Very truly yours,

**{Lawyer}**

I have read, understand, and agree to the terms and conditions as set forth in this letter agreement.

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{guarantor}

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{defendant}