

[date]

[Client Name]
[Street Address]
[City, State, Zip]

Re: Engagement Letter

Dear [Name]:

First and foremost, thank you for selecting Deen Law, Inc. ("**Firm**"). I know that there are many choices when it comes to attorneys and law firms, but you've come to the right place. I sincerely look forward to working together and will do my part to ensure that you'll want to continue to work together for years to come.

I am required by law to have all new clients sign an engagement letter. I happen to also agree that written agreements are smart for all good business relationships so that we can avoid misunderstandings and agree on the important details early in our relationship. What follows is a summary of some of those details (and then there is some routine, boilerplate-type language at the end of the letter that generally applies to most attorney-client engagements). Despite my eagerness to get going on your matter, this engagement is not effective until you return a signed copy of this letter and pay the initial deposit called for below, if any.

- Services. You are retaining the Firm to provide certain general counsel services on an hourly basis to _____ [insert a brief description]. In addition, in the future, if you ask the Firm to provide additional general counsel services and Firm agrees, those services will also be provided on an hourly basis unless otherwise agreed. To comply with Firm's malpractice insurance carrier's wishes, I must inform you that this agreement does not cover specialized tax, securities law, family law, or litigation advice. If you need that type of assistance, I will be happy to connect with another attorney who focuses on those areas.
- Fees. You understand that I will charge for the time it takes me to provide the services you request which may, if substantive, include emails, telephone calls and letters. Unlike other firms that bill in 15 minute (0.25 hour) increments, I bill in 6 minute (0.1 hour) increments. I will not charge you for my administrative time. My hourly rate is **\$320 per hour**.

3. Deposit. You agree to pay an initial deposit of [\$ _____ .00] when you return a signed copy of this engagement letter. You authorize the hourly charges, as well as any out of pocket costs (described below) to be charged against the deposit as they are incurred but only following remittance of a billing statement. The initial deposit, as well as any future deposits, will be held in Firm's client trust account. While I will work within any discussed budget, you acknowledge that the deposit is not an estimate of total fees and costs, but merely an advance for Firm's security. Whenever the deposit is exhausted, Firm reserves the right to request that you replenish the deposit to provide Firm with security. You agree to pay all replenishment requested promptly. Any unused deposit at the conclusion of the engagement will be refunded to you.
4. Costs. You agree to pay all costs and third party fees associated with Firm's representation of you whether or not Firm advances those costs (e.g., Secretary of State filing fees and San Diego County Recorder's recording fees). I will always provide accurate estimates of those costs and fees, and obtain your consent before they are incurred. I will not nickel and dime you by charging you for things like credit card processing fees, copies, long distance telephone calls, and stamps. For the typical engagement, I consider nominal expenses like that to be a cost to doing business. I will request reimbursement or a deposit for costs (without any markup) for such things like notary fees, FedEx/UPS charges, USPS charges for certified mailings, filing fees, recording fees and other professional fees (outside lawyers, accountants, appraisers).
5. Billing Practices. You understand that Firm will generally send invoices on a monthly basis. Sometimes, Firm will send invoices more frequently or less frequently depending on how much work is being done. Unless you prefer that Firm send invoices some other way, Firm will send all invoices electronically via email. Invoices can be paid a number of ways, including, by check (preferred), credit card, PayPal or cash. There is a payment portal on the Firm's website and a link on all electronically delivered invoices. All fees and cost reimbursement requests shall be due within ten (10) days of the invoice date. If you fail to pay fees within thirty (30) days of the invoice date, I reserve the right to charge interest at a rate of one percent (1%) per month, but I probably won't unless you make it a habit. I would much rather hear from you and work out a reasonable plan, than charge you interest, so please communicate with me if you having any cash flow issues.
6. Other Important Stuff. Attached to this letter, you will find certain terms and conditions that the State Bar of California and Firm's malpractice insurance carrier like to see made part of attorney-client engagement agreements. That stuff is important too and applies to our relationship. Please review.

[SIGNATURES ON FOLLOWING PAGE]

I am very excited to be working with you and look forward to building a long-term attorney-client relationship. If any time, you have any questions, concerns or just want to bounce around some ideas, please do not hesitate to contact me. If this all sounds good to you, please sign below and return a copy along with the requested deposit as soon as possible.

Regards,

READ AND APPROVED:

DEEN LAW, INC.



_____ [SIGNATURE]

Matt Deen, Esq.

_____ [PRINT NAME]

_____, 2014

SAMPLE

STANDARD TERMS AND CONDITIONS

ENTIRE AGREEMENT. This engagement agreement and these standard terms and conditions contain the entire agreement between you and the Firm. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

REPRESENTATION OF ADVERSE INTERESTS. California Rules of Professional Conduct require the Firm to inform you in writing of any relationship with another party interested in the subject matter of the Firm's proposed representation of you, the relevant circumstances of any such relationship, and of any actual or reasonably foreseeable adverse consequences to you. Unless otherwise noted, Firm is not aware of any relationship with any other party interested in the subject matter of the services Firm will provide to you.

NO GUARANTY. You understand that Firm has made no promises or guarantees to you concerning the outcome of your matter and that ethical guidelines prevent Firm from doing so. Comments about the possible outcome of your matters are expressions of opinion only.

USE OF OTHER ATTORNEYS. In furtherance of providing excellent client service, Firm may choose to associate with other attorneys outside of the Firm if such association is necessary or in your best interests. If Firm associates with other attorneys, you agree that Firm may share fees with those attorneys. If Firm shares fees with other attorneys, it will not result in any increase in the amount of fees that you will pay Firm.

DISCHARGE AND WITHDRAWAL. You may discharge Firm at any time upon written notice. Firm may withdraw with your consent or upon good cause. Good cause includes Client's breach of this engagement agreement, refusal to cooperate or to follow Firm's advice on a material matter or any fact or circumstance that would render Firm's continuing representation unlawful or unethical. When Firm's services conclude, all unpaid charges will immediately become due and payable. Upon Client's request, Firm will deliver to you your file and any property in Firm's possession, whether or not Client has paid for all services.

DISPUTE RESOLUTION. This engagement is governed by California law. If we have any disputes regarding fees or costs, Firm will provide you with written notice of your right to demand arbitration under the California State Bar Act (California Business & Professions Code §6200 et seq.). Your right to demand arbitration must be exercised within thirty (30) days of receipt of notice from Firm. If you elect to arbitrate our dispute over fees or costs, such arbitration will be conducted before the San Diego County Bar Association's Fee Arbitration Program in accordance with its rules.

All other disputes will be resolved in the federal or state courts located in San Diego County, California without a jury trial, unless we otherwise agree to arbitrate said dispute. If we agree to arbitrate, we will jointly agree on an arbitrator or arbitrators, the organization which will administer the arbitration (e.g. JAMS, AAA, Judicate West, etc.) and the rules governing the arbitration.

BY SIGNING THIS ENGAGEMENT AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL FOR ANY FEE DISPUTE OR MALPRACTICE CLAIM.

RETENTION OF RECORDS. Firm is largely a paperless office. Upon termination of the representation, Firm will use reasonable efforts to notify you of your right to have returned to you the contents of your file, including any original documents. Upon conclusion of your matter, Firm will notice you of your right to

the contents of your file. If you fail to respond, Firm's policy is to retain your digital file indefinitely and your unreturned original documents for a period of not less than 5 years from the date of termination.

AUTHORITY. If you are signing on behalf of a corporation, LLC, partnership or trust, you represent and warrant that such entity is duly formed and qualified to do business in the jurisdiction where the entity is located and that you have the full right and authority to execute and deliver this engagement agreement.

COUNTERPARTS. This engagement agreement may be executed in multiple counterparts, each of which shall be deemed an original, even if any party transmits a signed copy via email. At such time when each of us has counterpart signatures of both parties, this engagement agreement shall be deemed executed.

PRIVACY POLICY NOTICE. Attorneys, like other professionals who counsel individuals on personal financial matters, are now required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information.

Attorneys have been and continue to be bound by strict professional standards of confidentiality that are even more stringent than those required by this new federal law. Firm will always protect your right to privacy regarding personal information.

In the course of providing clients with estate planning or business succession planning, significant personal financial information, personal identification information and personal tax filing information are necessarily provided to Firm. If you are a client of Firm, you should know that all information that we receive from you is held in confidence, and is not released to persons or organizations outside the firm, unless otherwise agreed to by you, or as impliedly necessary to provide the specific legal services you have requested (e.g. working with your CPA or financial advisor), or as required under ethics rules or other applicable law.

Firm retains records relating to the legal services that it provides to make it easier to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to protect any nonpublic personal information collected from you, physical, electronic and procedural safeguards are in place that comply with our professional standards.