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SENT BY U.S. MAIL & FAX

January 3, 201__

Gene Washington
Gene Washington Construction, LLC
P.O. Box 198
Any City, IL 60416

Re: Legal Representation

Dear Gene:

Thank you for the confidence in our Firm by selecting the law firm of _____ to represent you in preparing and negotiating a settlement of your dispute with ABC Capital, Inc.

We feel close and thorough communication between the Firm and its Clients are necessary elements of good representation and, to that end, take this opportunity to set forth the terms upon which the Firm will be providing the legal services in these matters. We will endeavor to keep you informed as to the progress of the matters for which we have been retained and will seek your input as to how you wish to proceed. Open communication is essential and questions about all aspects of the representation, including billing items, are welcomed and will be quickly answered. We, therefore, respectfully request that you review this letter, carefully, and advise us if you have any comments or questions.

1. We will represent you in connection with the matters set forth above and will take all steps appropriate to meet your needs therein. Notwithstanding the foregoing, any expressions on our part concerning the outcome of this matter are based on our best professional judgment but are not, as you know, guaranties as to the final outcome.

2. As we discussed, I will have primary responsibility for this matter; other attorneys and legal assistants may, however, assist. It is our policy to assign a particular portion of a matter to the person who can perform that service most efficiently and at the least expense to you.

3. We charge Clients for legal matters at established billing rates for each attorney and legal assistant. For this matter, my hourly rate is \$310 and the hourly rate for legal assistants is \$110. We maintain accurate records of the time we devote to all matters, including time spent in meetings and telephone conferences with you and others, negotiations, legal research, correspondence, travel and other matters appropriate and

Mr. Gene Washington

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necessary.

4. We may incur and pay on behalf of our Clients a variety of out-of-pocket expenses. These items include, but are not limited to: delivery services and outside service providers; we do not, however, bill for incoming or outgoing facsimiles; standard postage; photocopies; long distance calls or e-mails. When we incur costs on your behalf, you will be billed and agree to pay these costs, together with legal fees, on a regular basis, when billed, monthly.

5. You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, we will return your papers promptly upon receipt of payment for all outstanding fees and costs. Once notice is given, we will not perform any additional services for you or incur additional out-of-pocket expenses on your behalf except for such services and expenses as are necessary to effectuate an orderly transition of the matter to the party you so direct.

6. As noted above, we will bill you on a monthly basis for both fees and costs. Payment shall be made by you upon receipt of the bill, and, in any event, not later than thirty (30) days from receipt of the statement. At this time, we ask that a retainer of \$5,000 be paid. This retainer will be deposited in our Clients' Funds Account, to be used toward costs, expenses and fees for legal services as set forth in the bills for these matters. You hereby authorize us to withdraw sums from your retainer to pay fees and costs. Any unused deposit at the conclusion of our services will be refunded. No interest will be paid to you or to us on any moneys deposited into the Clients' Funds Account. We reserve the right to require that your retainer amount be increased should your billings regularly equal or exceed the amount of the then-current balance of your retainer.

If you are in agreement with the terms of our representing you, as outlined above, please sign the enclosed copy of this letter and return to us with the retainer check in the amount of \$5,000 payable to, "_____ Client Funds Account".

Very truly yours,

By: _____

Agreed to and accepted by:

Gene Washington

Date