

Lawrence H. Freiman  
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Date

**PERSONAL & CONFIDENTIAL**

Mr. or Mrs. Client  
Address  
City, Georgia \_\_\_\_\_

**Re: *Engagement Letter for Legal Services***  
***Estate of* \_\_\_\_\_**

Dear Mr. or Mrs. Client:

We appreciate your selection of Menden, Freiman & Zitron, LLP (referred to in this letter as “us” or “our firm” or similar variations). It is our firm’s policy to confirm our representation in writing. The formality of the letter helps to avoid future misunderstandings about the scope and terms of our engagement.

**Scope of Representation**

{To be determined at initial consultation.}

**Billing, Rates, Policies and Procedures**

With regard to the work you have asked us to perform, our services will be billed on an hourly basis, in tenth (1/10<sup>th</sup>) of an hour increments, based on our actual time incurred in the matter. We will also bill you for our out-of-pocket disbursements made on your behalf, related administrative overhead charges, and other expenses that may apply to your project, such as messenger services, photocopying charges, computerized legal research, postage, facsimile charges, long distance telephone charges, and the like.

As part of this agreement you have agreed to provide us with a nonrefundable minimum fee of \$2,500 and a retainer deposit in the amount of \$ {TBD}. Please note that this is neither a

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fixed fee nor an estimate for the expected fees to be incurred on your matter but rather a deposit against which we will bill our time and expenses as they are incurred. The retainer deposit will be placed in our firm's escrow account and you will be billed for time and expenses against the retainer. If the retainer is depleted, additional time and expenses will be billed and payable within our normal monthly billing procedures. We will refund to you, of course, any unearned portion of the retainer deposit, less the minimum payment, at the conclusion of the matter.

It is our firm's practice to render a monthly statement for professional fees, charges and disbursements. Our invoices are due upon receipt. Finance charges of 1.5% per month will be assessed on any balance that remains outstanding for 30 days or more from the date of our invoice. We reserve the right to cease our representation of you and withdraw as your counsel in the event that your account becomes more than 30 days past due. In the event that we have to collect fees owed to us, you agree to pay any attorneys' fees and court costs incurred in the collection process. It is important that you raise billing questions promptly after receiving our invoices. Items appearing on invoices which are not questioned within 30 days of your receipt of the first invoice containing the item will be considered final and undisputed.

I will be the lawyer at the firm primarily responsible for performing your work and supervising and reviewing any work done by others. Naturally, to keep legal costs at a reasonable and expected level, we always assign a person with the appropriate level of experience and expertise to any given matter. In a number of cases, we feel that it is in our client's best interest for us to use our paralegals and/or legal assistants to carry out routine work since they are billed at more economical rates than attorneys. Our current hourly rate schedule is attached to this letter.

We believe our rates are competitive with those of other firms with similar practice area expertise. We will reassess our hourly rates from time to time and make increases as appropriate. These adjustments may be reflected in the billing rates utilized to determine our charges to you during the course of our engagement.

### **Keeping You Informed**

We will keep you informed as to the progress of our work. We would expect to send you copies of significant papers prepared for you or received by us. If you ever have any questions about the status of our engagement or the services rendered to you, please contact us.

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Please know that it is very important to us that you receive excellent service and quick responsiveness from our firm. Because I am often scheduled for meetings in and out of the office, you may not always be able to immediately reach me by telephone. While I do receive my phone messages regularly and will return your calls at my earliest opportunity, I encourage you to speak to any member of our probate and estate administration team. One of my helpful assistants will often be able to answer questions or direct them to the appropriate person.

### **Termination of Engagement**

As is appropriate in any professional relationship, you may terminate our engagement upon reasonable written notice; we reserve that right as well, subject, of course, to our ethical and legal obligations. Following the conclusion of the matter described in this letter, we will consider our engagement terminated. Also, if for any consecutive six month period we have not billed any time to your file, our representation will be deemed to have been terminated as of the last date on which we rendered services, unless we have previously agreed to an engagement that may result in such lapses. You agree to compensate us for all fees, advances and charges we may have incurred up until the time our engagement formally concludes or terminates. Conversely, we agree to promptly refund to you any portion of unearned legal fees you may have prepaid in the form of a retainer or otherwise. After termination, we can resume our relationship upon the consent of each of us according to the same terms as this letter, unless we agree to different terms in a new engagement letter.

### **Acknowledgment**

If this letter is consistent with your understanding of the terms of our engagement, please sign the enclosed copy of the signature page and return to us along with your retainer deposit (if applicable) at your earliest convenience so we can commence our work on your behalf. If you do not return a signed copy of this letter to us, but nonetheless request that we perform legal services, it is agreed that the terms in this letter will govern our work.

Unless we hear from you otherwise, all notices and other information regarding this matter will be sent to you at the above address. If at any time you would like to change the address to which we send notices and information, please let us know as soon as possible.

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We thank you for considering our firm to assist you in this matter, and look forward to serving you. If you have any questions, please call.

Very truly yours,

Lawrence H. Freiman

Attachments

The foregoing is acknowledged and agreed to as of the day and year so written below.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date

SAMPLE

*In accordance with the disclosure rules of Internal Revenue Service Circular 230, the content of this letter was not intended or written to be used—and cannot be used—for purposes of avoiding tax penalties, nor for purposes of promoting, marketing, or recommending to another party an arrangement involving any tax-related matters addressed herein.*