



FEE AGREEMENT Best Practice Guide [Massachusetts]

Developed by Members of the Massachusetts Bar Association and Law Office Management Assistance Program (LOMAP) Fee Agreement Working Group

*LOMAP is a program of Lawyers Concerned for Lawyers (LCL)

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This guide was produced with input from the Massachusetts Office of Bar Counsel but does not imply approval or recommendation of specific fee agreements or related documents or of any of the advice contained in this document.

Thank you to members of the Massachusetts Bar Association and LOMAP Fee Agreement Working Group for their assistance in producing this guide:

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A Note from the Fee Agreement Working Group:

We produced this best practice guide to help you develop ethical and effective fee agreements. You will find suggestions for how to best draft a fee agreement followed by other considerations relevant to your fee arrangements including conflicts of interest and waivers, as well as other fee agreement inputs.

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MECHANICS OF DRAFTING FEE AGREEMENTS

Pre-Drafting Notes and Procedures

- ✓ The basis for the rate or fee and expenses to be charged to a client and the scope of the representation must be communicated to the client in writing before or within a reasonable time of commencement of the representation. See Mass. R. Prof. C. 1.5(b)(1) & (2) for exceptions to the writing requirement.



- ✓ It is highly preferable for the attorney to draft a fee agreement and review that document with the client before it is executed. The attorney must give a copy to the client and retain the original for the attorney's records. A contingent fee agreement must be executed in duplicate.
- ✓ After execution of an initial fee agreement, any changes in the basis or rate of the fee or expenses must also be communicated to the client in writing as a new fee agreement or amendment to the initial agreement. See Mass. R. Prof. C. 1.5(b)(1). Changes to a fee agreement may implicate Mass. R. Prof. C. 1.8(a) (transactions with a client).

MECHANICS OF DRAFTING FEE AGREEMENTS

Determining the Type of Billing Agreement

There are several permissible types of fee agreements, including hourly, flat fee, and contingent. There are also many alternatives, including capped hourly fees, hybrids between hourly and contingent fees, and agreements that provide for the allocation of fees if fees are awarded to the client by a tribunal.

Hourly Agreements

Specify the hourly rates at which services will be charged. The agreement should state the hourly rates by each attorney or other employee who will perform services for the client. Or, the agreement may specify rates based on the nature of the work or task to be performed.

Flat Fee Agreements

Flat fee agreements provide a total fee that the client will pay for specified services. They should very clearly define the scope of the representation in order for the client to understand what services are included and those not included in the undertaking. The agreement may also list services that will not be encompassed in the flat fee. The agreement should specify when the fee is to be paid (whether all at once or incrementally).

Practice Pointers:

A flat fee may not be clearly excessive.

A flat fee may not be expressly non-refundable.

Early termination will likely require a refund of so much of the fee as remains unearned. The amount retained by the lawyer should be based on the value of the services provided; not necessarily a strict hourly fee times hours worked computation.

MECHANICS OF DRAFTING FEE AGREEMENTS

Determining the Type of Billing Agreement

Contingency Agreements

Contingency agreements provide that the attorney will be paid only when a certain result (usually collection of money by the client) is achieved. The lawyer is usually paid a percentage of the funds collected by the client.

Practice Pointer:

Contingency fees are prohibited in most divorce and criminal cases.

It is advisable to use sample contingency fee agreements A and B set forth in Rule 1.5(f).

If another form of agreement is used, the client must indicate consent to any provisions that are different than those of Rule 1.5(f), Forms A and B.

Contingent fee agreements must be executed in duplicate. One copy must be given to the client; another copy must be preserved by the lawyer for six years.

Alternative Fee Agreements

Lawyers and clients may also agree on other fee arrangements, including hybrids. Any hybrid agreement must conform to the applicable rules. For instance, an hourly fee agreement that converts to contingency upon a triggering event must comply with Rule 1.5(f).

Agreements may take into consideration the possibility of recovering fees from opposing parties.

MECHANICS OF DRAFTING FEE AGREEMENTS

Identifying the Lawyer or Law Firm, and the Client

- ✓ Provide the name of the law firm providing representation.
- ✓ Provide the names of attorneys if multiple attorneys will handle the matter.
- ✓ Provide the name of the primary attorney and other contacts.
- ✓ Provide the name of client(s).
- ✓ Provide the name of the law firm providing representation.
- ✓ If confusion may exist, consider disclaiming other individuals or entities related to representation.
- ✓ Ensure inclusion of client's legal name.
- ✓ Explain that representation is limited to the scope of engagement identified and any other matter will require a separate engagement and signed fee agreement.



MECHANICS OF DRAFTING FEE AGREEMENTS

Defining the Scope of Engagement

- ✓ Clearly define the scope of the representation.
 - ✓ Provide specifics regarding the type of legal services provided.
 - ✓ Provide specifics regarding the jurisdiction covered.
 - ✓ Define any limitations on the representation and services provided.
- ✓ If conducting limited assistance representation, see the [Trial Courts of Massachusetts Limited Assistance Representation Training Manual](#), which includes sample fee agreements, sample change in scope letter, and sample closing letter.
- ✓ If changes are made to the scope of representation, those should be communicated to the client pursuant to the terms of the fee agreement, documented as an addendum to the original fee agreement, or used to form a new or separate agreement. See Mass. R. Prof. C. 1.5(b)(1).

MECHANICS OF DRAFTING FEE AGREEMENTS

Establishing the Amount of Reasonable Fees and Expenses

Massachusetts Rule of Professional Conduct 1.5(a) governs how much lawyers may charge for their services. The rule prohibits lawyers from charging or collecting clearly excessive fees for services, as well as collecting unreasonable amounts for expenses. The rule lists the following eight factors to be considered in determining whether a fee is clearly excessive:

1. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
2. the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
3. the fee customarily charged in the locality for similar legal services;
4. the amount involved and the results obtained;
5. the time limitations imposed by the client or by the circumstances;
6. the nature and length of the professional relationship with the client;
7. the experience, reputation, and ability of the lawyer or lawyers performing the services; and
8. whether the fee is fixed or contingent.

MECHANICS OF DRAFTING FEE AGREEMENTS

Rates

Rates are subject to reasonableness factors listed in Rule 1.5(a). An attorney may not charge the same professional rates for non-professional services. See, e.g., the following:

- *Matter of Moran*, 479 Mass. 1016 (2018) (attorney violated Mass. R. Prof. C. 1.5(a) by charging \$250 per hour to pick up mail, send mail and faxes, make deposits and transfer money, check decedent's house, shovel snow, shop, engage in personal care activities, etc.);
- *Matter of Dziedzic*, 29 Mass. Att'y Disc. R. 222 (2013) (resignation by attorney who engaged in numerous rule violations, including charging his legal-rate of \$350 per hour for certain non-legal services);
- *Matter of Chignola*, 25 Mass. Att'y Disc. R. 112 (2009) (attorney publicly reprimanded for misconduct including charging legal rates for non-legal services while acting as a durable power of attorney for disabled person);
- *Matter of Harbeck*, 23 Mass. Att'y Disc. R. 262 (2007) (attorney acting under power of attorney for elderly sisters violated Rule 1.5(a) by charging same rate for legal services and for non-legal services such as paying bills, arranging for health and personal care, organizing repair and cleaning of clients' home, and moving and disposing of household items);
- *Matter of Kliger*, 18 Mass. Att'y Disc. R. 350 (2002) (public reprimand of lawyer who violated precursor to Mass. R. Prof. C. 1.5(a) by charging clearly excessive fee to prepare Massachusetts estate tax return and for "non-legal" services);
- *Admonition No. 00-78*, 16 Mass. Att'y Disc. R. 563 (2000) (attorney charged legal rates for non-legal services).

MECHANICS OF DRAFTING FEE AGREEMENTS

Costs and Expenses

- ✓ Costs must be “reasonable”. Mass. R. Prof. C. 1.5, Cmt 1B.
- ✓ Reasonable costs, such as expert fees, depositions, travel, and postage, can be billed to the client.
- ✓ Administrative salaries, office supplies, technology including hardware, software, office copier, etc. are generally considered part of overhead and not billed.
- ✓ Funds advanced by the client for costs must be maintained in a trust account and withdrawn only after the expense has been incurred.



MECHANICS OF DRAFTING FEE AGREEMENTS

Terms of Payment and Billing

The terms for payment and billing should be set forth clearly in the fee agreement.

- ✓ Fees paid by a third party require client consent and payers may not interfere with the lawyer's relationship with client.
- ✓ Lawyers may accept payment by credit card, but lawyers should be aware of the possibility that card issuers charge fees and may reverse payment. See [Board of Bar Overseers, "No Easy Credit" \(updated 2017\)](#).
- ✓ Interest may be charged on unpaid bills over a certain age, but the total compounded interest may not violate state usury law and the fee agreement should set forth this term.
- ✓ Payment secured through a financial instrument like a mortgage may be a financial transaction with the client, subject to the requirements of Mass. R. Prof. C. 1.8(a).



MECHANICS OF DRAFTING FEE AGREEMENTS

Handling of Advanced Fees (Retainers) and Trust Accounts

Generally, retainers are advance payments for services to be performed and are earned only as the services are performed.

Retainers must be deposited to counsel's trust/IOLTA account. Trust accounts must also hold fee advances for anticipated but unpaid client expenses. Funds may be disbursed only when earned and billed or as expenses are incurred and paid. Non-nominal funds held for a lengthy period must be retained in a separate trust account on which interest is earned on the client's behalf. See Mass. R. Prof. C. 1.15(e)(6).

Before or at the same time as withdrawing earned fees from a client's retainer, the lawyer must send an invoice to the client. The attorney must also include a statement of the client's retainer balance after the withdrawal. See Mass. R. Prof. C. 1.15 (d)(2).

Unearned retainers must be refunded upon the conclusion of the engagement. Upon final distribution of the trust funds or at the client's request, lawyers must provide the client with an accounting of money held as a retainer, in addition to any other trust funds held by the lawyer. See Mass. R. Prof. C. 1.15(d)(1); Mass. R. Prof. C. 1.15 (f) (detailed accounting and record keeping requirements for client funds).

MECHANICS OF DRAFTING FEE AGREEMENTS

Splitting Fees with Lawyers Outside the Firm

Splitting fees with lawyers outside the firm is subject to Mass. R. Prof. C. 1.5(e). The total fee must be reasonable. Division of a fee must be disclosed to the client and the client must consent in writing at the time the client enters into the fee agreement. Consent is not required for a fee split with a former partner or associate of the lawyer pursuant to a separation or retirement agreement.



OTHER HELPFUL CONSIDERATIONS

Following are some additional elements of the attorney-client relationship that you may want or need to address at the outset of representation.

Conflicts of Interest

Each engagement should entail a thorough conflict check and analysis before the terms of representation are discussed. If a nonconsentable conflict exists, representation cannot be undertaken. If a potential conflict exists, the rules require the attorney to make proper disclosures and obtain the client’s “informed consent” in a written waiver.

For a checklist on how to handle conflicts of interest, see Appendix B, page 2:

Christa Arcos, “Checklist for Conflicts” (July 2018)

For sample conflict disclosures and waivers, see Appendix B, page 3:

Christa Arcos, “Sample Potential Conflict Disclosure Letter – Civil Litigation” and “Sample Potential Conflict Disclosure Letter – Joint Estate Plan” (2017)

OTHER HELPFUL CONSIDERATIONS

Non-Engagement and Disengagement

Non-engagement letters memorialize decisions not to accept a client and matter. A non-engagement letter should be sent to a prospective client following a conversation and decision not to engage in representation.

Disengagement or closing letters signify the end of representation and should be sent to a client after a matter has concluded or upon termination of the attorney-client relationship.

For sample non-engagement and disengagement letters, see Appendix A:

MBA/CNA Lawyers' Toolkit, pages 78 and 83.

Termination, Withdrawal and Dispute Resolution

- ✓ Explain the circumstances that permit the client or attorney to terminate the representation.
- ✓ Explain how the fees and expenses owed will be determined if representation is terminated.
- ✓ Provide information/confirmation regarding steps the attorney will take to protect the client's interest.
- ✓ Provide the process and venue for disputing a fee.

For a checklist on how to terminate and/or withdraw from representation, see Appendix B, page 10:

Christa Arcos, "Checklist: Terminating and/or Withdrawing from Representation and File Transfer/Retention" (July 2018)

OTHER HELPFUL CONSIDERATIONS

Engaging a Backup Attorney

Mass. R. Prof. C. 1.3, Comment 5 suggests that practitioners secure a backup attorney to assist in the event of the attorney's death or disability.

Sample Clause: Attorney may appoint another attorney to assist with the closure of Attorney's law office in the event of Attorney's death, disability, impairment, or incapacity. In such event, Client agrees that the assisting attorney can review Client's file to protect Client's rights and can assist with the closure of Attorney's law office.



OTHER HELPFUL CONSIDERATIONS

File Retention and Data Security

It is good practice to communicate to clients how you will protect, retain, and dispose of their data. Massachusetts implemented a new rule on file retention effective September 1, 2018. See Mass. R. Prof. C. 1.15A. Where appropriate (but not required), you can confirm your communications on these issues either in a letter or in your fee agreement.

- Provide information about where and how you will retain client data.
- Explain what reasonable efforts you take to ensure that client data is protected. See Mass. R. Prof. C. 1.6, Cmts 18 and 19; Board of Bar Overseers, "[From Technophobe to Technolawyer](#)" (March 2018).
 - Do you vet electronic and physical storage providers?
 - Do you backup your data on a regular basis?
 - Do you encrypt all hard drives?
- Provide information about how you will return files to clients.
 - Will you return all originals immediately or upon conclusion of the matter?
 - Will you provide the client with a full copy of the file at the close of representation and what charges will be associated with copying a file?
- Provide information about how long you retain client files after the close of representation. See Mass. R. Prof. C. 1.15A; see also Board of Bar Overseers, "[New Rule on Client Files will Provide Clear Guidance for Lawyers](#)" (July 2018).
- Provide notice to the client that you may destroy files at the end of the retention period.
- Explain that you will dispose client data in a confidential manner (i.e. cross shredder, permanent deletion, destroy hard drive).

OTHER HELPFUL CONSIDERATIONS

Attorney / Client Expectations and Communications

At the outset of the representation, it is helpful to communicate expectations for your client's involvement in the matter. This might include cooperation with attorney requests, response to inquiries and communications promptly, providing information and documents relevant to the engagement, and appearance in court and other necessary meetings. This will establish a strong foundation for a productive attorney-client relationship. Where appropriate, you can confirm your discussions on these key issues either in a letter or in your fee agreement.

- Explain to clients how you will communicate with them and how they should communicate with you.
 - What method will you use to communicate - email, call, text, fax, client portal, and/or postal mail?
 - What method is best for the client to communicate with you?
 - Will you respond to communications outside of normal business hours?
 - Can clients contact you in an emergency? What qualifies as an emergency?
 - Notify client in the fee agreement that client's failure to maintain contact and provide current contact information could result in attorney withdrawing as counsel.
- Identify for clients the limits on social media and texting as a form of communication.
 - No substantive communications via social media, including Facebook and Twitter.
 - No substantive communications via text.
 - Social media and texting communications should be limited to confirming the date and time of in-person communications.
- Provide information on when and how you and/or your client will secure communications to ensure confidentiality.
 - In what situations will you take extra steps to encrypt communications. See Mass Data Privacy Laws and Regulations, [M.G.L. c.93H](#) and [201 CMR 17.00](#); [Mass Bar Association Ethics Opinion 12-03](#); [American Bar Association Formal Opinion 477R](#).
 - Will you use an email encryption service, client portal, and/or secure cloud document service?
 - Clients should communicate via private computer, mobile, and/or email account.
 - Client should avoid communication from an employer's device or email, or a shared account.
 - Clients should avoid communicating with the attorney and about their matter in public places where conversations might be overheard.
 - Clients should avoid discussing attorney-client communications with third parties.



Practice Management Questions?

Schedule a Free & Confidential Consultation:

<http://masslomap.org/consultations>

Starting a Law Practice?

Our Startup Guide and Startup Workshops are FREE too:

<https://masslomap.org/startups>

APPENDIX A

CNA Professional Counsel – Lawyers’ Toolkit 4.0:

A Guide to Managing the Attorney-Client Relationship

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Lawyers' Toolkit 4.0:
A Guide to Managing
the Attorney-Client Relationship

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Introduction

Documentation of the attorney-client relationship represents a critical risk control technique. CNA has developed the following *Lawyers' Toolkit 4.0: A Guide to Managing the Attorney-Client Relationship* to assist attorneys in creating documents that will enable them to better manage their interactions with potential and actual clients. Documentation of the scope of the representation and the mutual responsibilities of the attorneys and their clients can often be a deciding factor in determining the responsibilities of both parties. These sample documents are designed to establish client expectations, reduce client misunderstandings, improve client communications, and provide opportunities for additional services. The use of these documents may not prevent legal malpractice claims, but can support a stronger defense in the event a claim arises.

This Guide includes the following sample documents:

- 20 engagement agreements
- 2 awaiting further action letters
- 2 non-engagement/declination letter
- 4 conflict of interest waivers
- 1 closing matter/disengagement letter
- 20 Other Engagement Letter Clauses
- 2 termination/withdrawal letters

Several of the sample documents include language addressing joint or dual representations and discuss prospective and actual conflicts of interest. Sample conflict of interest waivers are included for reference. Attorneys also should consider applicable legal ethics rules as well as the relevant risks associated with joint or dual representations prior to accepting such engagements. Joint or dual representations should be undertaken only with full disclosure to clients regarding the relevant risks, and only when such representation is in the best interests of the clients. From a professional liability perspective, engagements undertaken where a conflict of interest exists are inherently risky, irrespective of obtaining signed conflict of interest waivers.

In addition, the first three sample engagement agreements include draft language for contingent fee, hourly fee, and flat fee arrangements. Attorneys should incorporate the appropriate fee agreement language from one of these first three sample engagement agreements when using one of the seventeen other engagement agreements included herein.

These sample documents are provided as a convenience for use in the practice of law and include illustrative language that attorneys may wish to consider using in their own agreements, letters, and waivers. Additionally, each sample document should be customized for every engagement and prepared in accordance with applicable professional and regulatory requirements. CNA used the ABA Model Rules of Professional Conduct as a guide in creating these sample documents. However, attorneys must consult their applicable rules of professional conduct, as well as the case law and ethics opinions of the relevant jurisdiction, when drafting their own agreements, letters and waivers.

Sample Engagement Agreement – Contingent Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] for the
purpose of _____

[describe matter or case with specificity]. [Consider disclaiming by name representation of other
individuals or entities and/or other matters related to your representation to avoid confusion regard-
ing whom you represent.] You represent that you do not know of any related legal matters that
would require our legal services under this agreement. If such matters arise later, you agree that this
agreement does not apply to any related legal matter. Therefore, a separate engagement agree-
ment for provision of services and payment for those services will be required if you wish to engage
our law firm to perform legal services pertaining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or serv-
ices regarding accounting, tax, personal financial matters or business management, and related
non-legal matters and advice. If you wish for us to consult with other professionals retained by you
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-
tations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of
our representation does not include title searches, surveys, inspections, and other non-legal work
relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or
other licensed professional to provide you with these services.)*

Legal Fees and Billing Statements: We will submit a bill to you every ____ days. Expenses will be
separately stated on the bill and our fees will be charged as indicated below. Our billing statements
are due and payable upon presentation, and are overdue if not paid by the due date set forth on
the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, and the remaining amount will be subject to our contingency fee, as described below.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

The fee arrangement, as agreed, will be based on a contingency fee to be charged as follows:

- ____% of the gross amount recovered in a settlement before we have instituted a lawsuit;
- ____% of the gross amount recovered in a settlement after we have instituted a lawsuit;
- ____% of the gross amount recovered after trial has begun;
- ____% of the gross amount recovered if any judgment is appealed, either on your behalf or by an adverse party, or if garnishment or any proceeding after judgment is necessary to collect the judgment or any portion of it; and
- ____% of the gross amount recovered if the matter is the subject of a retrial as ordered by a trial or appellate court.

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents

are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Hourly Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] for the
purpose of _____

[describe matter or case with specificity]. [Consider disclaiming by name representation of other
individuals or entities and/or other matters related to your representation to avoid confusion regard-
ing whom you represent.] You represent that you do not know of any related legal matters that
would require our legal services under this agreement. If such matters arise later, you agree that this
agreement does not apply to any related legal matter. Therefore, a separate engagement agree-
ment for provision of services and payment for those services will be required if you wish to engage
our law firm to perform legal services pertaining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or
services regarding accounting, tax, personal financial matters or business management, and related
non-legal matters and advice. If you wish for us to consult with other professionals retained by you
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-
tations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of
our representation does not include title searches, surveys, inspections, and other non-legal work
relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or
other licensed professional to provide you with these services.)*

Legal Fees and Billing Statements: We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

On the basis of our time, charges are as follows:

- \$____ per hour for the services of [name and position];
- \$____ per hour for the services of [name and position]; and
- \$____ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$____, of which the first \$____ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will handle this matter in conjunction with [name of associate or partner], who is a(n) [associate or partner] with the law firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ___/page

Mileage: ___/mile

Facsimile charges: ___/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ___ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ___-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that have I read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Flat Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] for the
purpose of _____

[describe matter or case with specificity]. [Consider disclaiming by name representation of other
individuals or entities and/or other matters related to your representation to avoid confusion regard-
ing whom you represent.] You represent that you do not know of any related legal matters that
would require our legal services under this agreement. If such matters arise later, you agree that this
agreement does not apply to any related legal matter. Therefore, a separate engagement agree-
ment for provision of services and payment for those services will be required if you wish to engage
our law firm to perform legal services pertaining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or serv-
ices regarding accounting, tax, personal financial matters or business management, and related
non-legal matters and advice. If you wish for us to consult with other professionals retained by you
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-
tations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of
our representation does not include title searches, surveys, inspections, and other non-legal work
relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or
other licensed professional to provide you with these services.)*

Legal Fees and Billing Statements: A flat legal fee of \$_____ is due immediately at the outset
of the representation for all services within the scope of our representation as set forth above.
*[If expenses are included in the flat legal fee, additional language in this clause is unnecessary, and
the "Expenses" and "Late Payment and Failure to Pay" provisions are not required. If expenses
are not included in the flat legal fee, consider including the following language.]* Expenses are not
included in the flat legal fee (see below).

We will submit a bill to you every thirty days for any expenses. Expenses will be separately stated on the bill and our administrative fees will be charged as indicated below. Our billing statements are due and payable upon receipt, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the “Expenses” provision [and if you have include a “Late Payment and Failure to Pay” provision, include the following language: “and ‘Late Payment and Failure to Pay’ provisions”) of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Seller of Residential Real Estate

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in connection with your sale of residential real estate located at [address of residential real estate]. We do not represent any other individuals or entities who are a party to or have an interest in the sale, all of whom should engage their own counsel for legal advice or services. You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

[Review your jurisdiction's real estate laws and regulations before using this language]:

Our duties are limited to the following:

- reviewing any brokerage listing agreement, offer form or sale agreements and recommending wording for any desired changes thereto;
- preparing a deed from you to your buyer; and,
- attending the sale closing, reviewing all closing documents, and recommending wording for any desired changes thereto.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Buyer of Residential Real Estate

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in connection with your purchase of residential real estate located at [address of residential real estate]. We do not represent any other individuals or entities who are a party to or have an interest in the purchase, all of whom should engage their own counsel for legal advice or services. You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

[Review your jurisdiction's real estate laws and regulations before using this language]: Specifically, we will review the purchase and sale agreement and suggest any desired changes thereto; review the abstract, municipal lien certificate, mortgage plot plan, and all loan documents procured or prepared by your lender; review the zoning by law of [name of appropriate governmental unit]; furnish you with an oral report of compliance with a dimensional requirements as shown on the mortgage plot plan; and attend the closing and review all closing documents and suggest any desired changes thereto.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Forming and Representing a Limited Liability Company (LLC)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent that you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand any of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] for the purpose of forming a new limited liability company [name of LLC]. [You may also want to specifically disclaim as clients the names of other people or entities that your firm is not representing and/or matters related to your representation that your firm is not handling.] Once [name of LLC] is formed, we will only represent [name of LLC] and we will no longer represent [name of initial client or clients]. You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matters.

Our representation will include the following services:

1. Preparation and filing of articles of organization with [appropriate Secretary of State];
2. Preparation of Form SS-4, Application for Employer Identification Number, for filing with the Internal Revenue Service;
3. Preparation of company bylaws and an operating agreement;
4. Review of state and federal securities laws regarding their application to ownership interests in the LLC. In the event ownership interests in the LLC are not exempt from registration with the SEC or state securities regulators, we will contact you to discuss additional services required, which are not within the scope of this representation;
5. Preparation of minutes of the initial meeting of the members of the LLC; and,
6. A review of the basic federal income tax considerations and in particular an analysis of the elements necessary to be classified as a partnership for general income tax purposes. We will prepare IRS Form 8832, Entity Classification Election, for filing.

This representation contemplates the formation of a limited liability company in accordance with the laws of the state of _____. The above services are typical services associated with the legal formation of the entity. Based on our discussions with you, additional services may be required. We will discuss such services with you and will issue supplementary engagement agreements as needed explaining the scope of those services, timing to complete same, and additional costs, as applicable.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client One Name]

[Date]

[Client One Signature]

[Client Two Name]

[Date]

[Client Two Signature]

[Client Three Name]

[Date]

[Client Three Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Representing an Administrator/Executor

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand any of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter.

Scope of Representation: We have been engaged to represent you in connection with your role as administrator/executor of the _____ Estate. You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matter.

Limited Scope of Representation: We will provide those services that are necessary and appropriate to administer the _____ Estate, commencing with the petition to probate the will and have you qualified as administrator/executor. Typical services to be performed include the following:

- (a) Preparation and completion of all notices of appointment of you as administrator/executor and other notices with respect to creditors as are required by the laws of the State of _____ and rules of court having jurisdiction of the estate;
- (b) Assisting you in preparing a complete inventory of all assets of any kind or nature that are subject to probate, and any other non-probate assets such as life insurance, retirement benefits, and other assets;
- (c) Assisting you in a search for all debts, obligations, and contingent liabilities of the estate in order to determine the financial condition of the estate and advise you regarding any other actions that must be taken by you to secure, reinvest, or protect the assets and provide for the discharge of liabilities, including death taxes owed by the estate;
- (d) Preparation and completion of all interim reports to the probate court and the beneficiaries as required during the course of the administration of the estate;
- (e) Preparation of all tax returns for the estate, including federal estate tax and generation-skipping tax returns, state inheritance tax returns, local or state property tax returns, as well as federal and state fiduciary income tax returns. We will inform you of applicable due dates for these income tax returns;

- (f) While our duties extend solely to you in your capacity as administrator/executor of the estate, we will bring to your attention post-death planning issues of interest to the estate and its beneficiaries, such as alternative asset valuation options, use of disclaimers, funding of trusts as provided for in the estate plan, timing of the distribution of assets that is beneficial to the estate and any beneficiaries, and election of income tax benefits to the estate and beneficiaries. We specifically disclaim responsibility to bring these matters to the attention of the estate beneficiaries, who should consult with their own professional advisors;
- (g) Assisting you in planning for the payment of all death taxes and the source of funds to be used in payment of any tax obligations, as well as any elections for installment payment of taxes, if available;
- (h) Preparation of a plan of distribution of assets held in the estate, either outright or to separate continuing trusts, for the beneficiaries;
- (i) Preparation of all reports, notices, consents, receipts, and accountings for closing the estate and your discharge as administrator/executor; and
- (j) Counseling and advising you on any related questions or matters arising out of the administration of the estate.

If you engage other professional advisors on behalf of the estate, you agree to inform us of same and provide us with specific direction regarding the services they will perform and our responsibility to consult with them. We will communicate with you in writing to confirm the scope of such consultations prior to initiating same. If there are any other legal services that you wish us to perform for you as administrator/executor, we will first consult with you and supplement this engagement agreement before commencing those tasks.

Identification of the Client: You should understand that we represent you as administrator/executor. We do not represent the beneficiaries of the estate, even though we will, from time to time, provide them with information about the administration of the estate. In appropriate circumstances, we may advise beneficiaries to obtain independent counsel, as we do not represent them.

Apart from any applicable legal requirement to notify the beneficiaries that the will has been probated and the estate administration commenced, we plan to do so and to provide each beneficiary with a copy of the will. In doing so, we will make it clear that you, alone, are our client, in your capacity as the administrator/executor. Furthermore, we will keep the beneficiaries advised as the administration of the estate progresses; for example, by furnishing copies of the formal inventory of estate assets as soon as that has been formalized.

[Additional Language if the Administrator/Executor is also a Beneficiary: Because you are a beneficiary of the estate, we must advise you that we only represent you in your capacity as administrator/executor, and you should retain other legal counsel to advise you in your capacity as a beneficiary. To the extent you wish to engage us to represent you in your capacity as a beneficiary, please be advised that we can only accept the representation if there is no conflict of interest by reason of such relationship. For example, a conflict may arise in distribution of assets to you if one of the other beneficiaries should object to your individual ownership of partial interest in an estate asset; or by reason of the amount of compensation that you may claim. In the event you retain us and such a conflict arises, we reserve the right to resign from this portion of the representation based upon applicable legal ethics rules.]

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Joint Representation

Note: Attorneys should consult the rules of professional conduct and ethics opinions applicable to their jurisdiction prior to undertaking joint representations.

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as “Law Firm,” or “We” or “Our” or “Us”
and _____ [name(s) of client(s)], hereinafter referred to as
“You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] for the
purpose of _____

[describe matter or case with specificity]. [Consider disclaiming by name representation of other
individuals or entities and/or other matters related to your representation to avoid confusion regard-
ing who you represent.] You represent that you do not know of any related legal matters that would
require legal services to be provided under this agreement. If such matters arise later, you agree
that this agreement does not apply to any related legal matter. Therefore, a separate agreement
for provision of services and payment for those services will be required if you wish our law firm to
perform legal services pertaining to any related or additional matters.

Joint Representation: Representing all of you in the same matter (the “joint representation”) pro-
vides a savings over the costs that would otherwise be incurred were each of you to retain separate
counsel, but it also presents special ethical considerations. We will undertake your joint representa-
tion if you agree in writing after consultation with us about the risks of joint representation. You may
also consult with legal counsel other than us regarding this joint representation.

It is important that you understand that, because we will be representing all of you, you are con-
sidered our client, collectively. Ethical considerations prohibit us from agreeing with any of you to
withhold information from the others. Accordingly, in agreeing to the joint representation, each of
you are authorizing us to disclose to the other joint clients any matters related to the representation
that one of you might discuss with us or that we might acquire from any other source. In this joint
representation, we will not give legal advice to any of you or make any changes in any of your legal
pleadings or documents without your mutual knowledge and consent. Anything that any of you
discusses with attorneys employed by our firm is privileged from disclosure to third parties, except
(a) with your consent, (b) for communication with other advisors, or (c) as otherwise required or per-
mitted by law or the rules governing professional conduct.

Conflicts of interest may arise with respect to the subject matter of our representation. Based on the information now available to us, we are not aware of any actual conflicts associated with this joint representation. If you become aware of anything you believe might suggest an actual conflict of interest, please bring it to our attention immediately. In addition, if you become aware of any strategic or other considerations that in your opinion potentially could develop into a conflict of interest involving any of you, we ask that you promptly call such matters to our attention.

If circumstances arise during the course of this matter that require or make it desirable that any of the joint clients obtain separate legal representation in this matter, our firm would be free to continue to represent the remaining members of the joint client group in this matter. By signing this engagement agreement and accepting our joint representation, you agree that, if it becomes necessary or desirable for any of you to retain other counsel, you will not seek to disqualify our firm from continuing to represent the remaining members that comprise the joint client, or any of them individually.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

[For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.]

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ___/page

Mileage: ___/mile

Facsimile charges: ___/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client One Name]

[Date]

[Client One Signature]

[Client Two Name]

[Date]

[Client Two Signature]

[Client Three Name]

[Date]

[Client Three Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Family Law

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in your
matrimonial dispute for the purpose of _____

[law firm should include only the items below that apply to this particular representation or incorporate
other language if applicable]:

- Obtaining a divorce decree;
- Preparing a separation agreement;
- Attempting to negotiate a settlement;
- Commencing proceedings for a division of family assets, maintenance, and custody;
- Defending proceedings for a division of family assets, maintenance, and custody;
- Application to court for restraining orders, interim maintenance, interim custody,
and possession of property;
- Obtaining financial disclosure from your spouse;
- Preparing for, attending, and conducting examinations for discovery;
- Preparing for and attending trial;
- Obtaining judgment, settling the order, and enforcing the order granted by the court.

By signing this engagement agreement, you are authorizing this law firm to appear in any lawsuit
which has been or may be filed in this matter and to enter into discussions toward settlement or
compromise of the matter as we deem advisable. We will not agree to any settlement of your matri-
monial matter without your knowledge and consent.

[Consider disclaiming by name representation of other individuals or entities and/or other matters
related to your representation to avoid confusion regarding whom you represent.] You represent
that you do not know of any related legal matters that would require our legal services under this
agreement. If such matters arise later, you agree that this agreement does not apply to any related

legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

This Agreement covers legal representation only through trial and/or final judgment or settlement. It does not include appeals, post-judgment contempt or enforcement, modifications or post-trial proceedings. This law firm's representation does not include other related matters, such as but not limited to temporary or permanent injunctions, bankruptcy proceedings, birth certificate amendments, or real estate transactions, unless specified in this engagement agreement. This law firm's representation does not include legal advice, the preparation, or enforcement of any post-judgment matters, such as but not limited to a Qualified Domestic Relations Order.

If after this representation terminates, you would like this law firm to represent you on any post-judgment matters related to your divorce, and this law firm agrees to represent you on such a post-judgment matter(s), a new engagement agreement must be entered into between you and this law firm before the legal representation commences. Alternatively, if you wish to seek new counsel for any post-judgment matters and/or this law firm does not wish to represent you on any post-judgment matters, the law firm may provide you with referrals to other law firms that provide representation on such post-judgment matters. You will be solely responsible for payment of any other law firm's legal fees and costs.

Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Ethical Conduct: This law firm cannot be required to engage in conduct that is illegal, unethical, or fraudulent. In matters involving minor children, this law firm may refuse to engage in conduct that, in our professional judgment and knowledge of the law, would be contrary to the best interests of your minor child or children. If this law firm cannot ethically abide your directions, we shall be allowed to withdraw from representation.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Workers’ Compensation (Plaintiff)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter to as “Law Firm,” or “We” or “Our” or “Us” and _____ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in connection with your workers’ compensation claim(s) against [name of defendant employer] arising out of an incident that occurred on [approximate date of injury/illness]. By signing this engagement agreement, you are authorizing this law firm to appear in any lawsuit which has been or may be filed in this matter and to enter into discussions toward settlement or compromise of the matter as we deem advisable. We will not agree to any settlement of your workers’ compensation matter without your knowledge and consent.

[Consider disclaiming by name representation of other people or entities and/or other matters related to your representation when there is a risk of confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

This engagement agreement covers legal representation only through trial and/or final judgment or settlement. It does not include appeals, post-judgment contempt or enforcement, modifications or post-trial proceedings. If after this representation terminates, you wish to have this law firm represent you on any post-judgment matters related to your workers’ compensation matter, and this law firm agrees to represent you on such a post-judgment matter(s), a new engagement agreement must be entered into between you and this law firm before the legal representation commences. Alternatively, if you wish to seek new counsel for any post-judgment matters and/or this law firm does not wish to represent you on any post-judgment matters, the law firm may provide you with

referrals to other law firms that provide representation on such post-judgment matters. You will be solely responsible for payment of any other law firm's legal fees and costs.

Additionally, the scope of our representation does not include advice or services regarding litigation or negotiation for settlement against any third parties that may be potentially liable to you for the injuries/illness that you suffered in connection with the workers' compensation claim described above. Similarly, the scope of our representation does not include advice or services regarding litigation or negotiation for settlement with respect to any employment law matters regarding any of your current or former employers. You should seek other counsel promptly in order to preserve your rights to pursue any judgment or settlement against any such third parties. This law firm may provide you with referrals to other law firms that provide representation in such third-party lawsuits. You will be solely responsible for securing other counsel and for payment of any other law firm's legal fees and costs.

Legal Fees and Billing Statements: We will submit a bill to you every ____ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all expenses and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, and the remaining amount will be subject to our contingency fee, as described below.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

In return for representing you in your workers' compensation matter, you agree to pay this law firm ____% of any amount received from [defendant-employer]. [Review your jurisdiction's workers' compensation statute when enumerating the percentage that will comprise your legal fee. If the statute contains a fee schedule, consider attaching that portion of the statute to the engagement agreement.] If no recovery is made, you owe no legal fees but remain responsible for any costs and disbursements.

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Copyright

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in connec-
tion with the filing of your copyright application for _____

[describe copyright matter with specificity] As previously discussed _____

[describe copyright matter] appears to be eligible for copyright protection, and we must submit the
following to the United States Copyright Office in support of your copyright application: _____

[describe what must be filed, including, but not limited to, a completed application form and non-
refundable filing fee]. _____

[Consider disclaiming by name representation of other individuals or entities and/or other matters
related to your representation to avoid confusion regarding whom you represent.] You represent
that you do not know of any related legal matters that would require our legal services under this
agreement. If such matters arise later, you agree that this agreement does not apply to any related
legal matter. Therefore, a separate engagement agreement for provision of services and payment
for those services will be required if you wish to engage our law firm to perform legal services per-
taining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or services
regarding accounting, tax, personal financial matters or business management, and related non-legal
matters and advice. If you wish for us to consult with other professionals retained by you regarding
this matter, we will communicate with you in writing to confirm the scope of such consultations prior
to initiating same.

Legal Fees and Billing Statements: We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the Copyright Office approves your copyright application. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information.

On the basis of our time, charges are as follows:

- \$___ per hour for the services of [name and position];
- \$___ per hour for the services of [name and position]; and
- \$___ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$____, of which the first \$____ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

- Photocopying: ___/page
- Mileage: ___/mile
- Facsimile charges: ___/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ___ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ___-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language,*

law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.] We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Patent

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in
connection with the preparation and prosecution of patents related to _____

[describe patent matter with specificity.] [Consider disclaiming by name representation of other
individuals or entities and/or other matters related to your representation to avoid confusion regard-
ing whom you represent.] You represent that you do not know of any related legal matters that would
require our legal services under this agreement. If such matters arise later, you agree that this agree-
ment does not apply to any related legal matter. Therefore, a separate engagement agreement for
provision of services and payment for those services will be required if you wish to engage our law
firm to perform legal services pertaining to such matters.

Limited Scope of Representation for Maintenance Fees/Annuities: In order to better serve our clients'
interests and in accordance with our law firm's policy, we do not provide services for handling the
monitoring or payment of maintenance fees on U.S. issued patents or foreign patent annuities. In an
effort to ensure that your patent assets are maintained at the highest standards we strongly suggest
that you retain a professional service firm to monitor and pay fees and annuities on your behalf with
the United States Patent and Trademark Office and other patent offices throughout the world.

Required Information and Cooperation: As you may know, the United States implemented significant
changes to the patent laws under the America Invents Act (the "Act"). As of March 16, 2013, this Act
transformed the U.S. patent system from one that awarded patents to the "first to invent" to one that
now awards patents to the "first to file."

Your cooperation is critical to obtaining the earliest filing date for your patent application(s) and you
agree that you will promptly respond to our questions and requests for information. The United
States Patent and Trademark Office requires a complete disclosure of the invention such that a per-
son of ordinary skill can review the disclosure and, then, make and use the invention without any
experimentation. Accordingly, we will need both a high level, as well as a more detailed, and specific,
explanation of how the invention operates and how it is best implemented. A description of the

problems that the invention solves and the inadequacy of existing systems in solving these problems also would be helpful. In addition, we ask that you please describe the previously unknown key features of your invention and explain why those features are not obvious in view of the existing technology and why those features are valuable.

Please also forward to us any drawings related to the invention, including any charts, system integrations, illustrations, etc. These will be extremely helpful in expediting the preparation and filing of your patent application.

We further ask that you please confirm that there has been no public disclosure of your invention. A patent is best filed before any public disclosure of the invention. In the United States, you have a one (1) year grace period from your initial public disclosure of your invention to file your patent application or your provisional patent application. Please note that certain international jurisdictions do not afford a grace period and any prior disclosure in the United States may foreclose the grant of patent protection in these countries.

International Patent Counsel: You may seek international patent protection based upon your United States Patent application by filing a single international application pursuant to the Patent Cooperation Treaty (the "PCT"). The PCT application does not itself result in the grant of a patent, but leads to a standard national application in each jurisdiction in which a patent is desired.

Prior to entry into this "national phase" of the international patent application process, you understand that separate counsel must be secured for each designated, national phase country. These international law firms will require that you execute a separate Power of Attorney that allows the firm to represent you in the specified country. You understand that by executing this Power of Attorney, you are creating an independent attorney client relationship with that firm.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Trademark

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____
_____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"
and _____ [name(s) of client(s)], hereinafter referred to as
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship
between our law firm and you.

Scope of Representation: We have been engaged to represent [name of client or clients] in connec-
tion with the preparation and prosecution of the following trademark _____

[describe trademark matter with specificity.] [Consider disclaiming by name representation of other
individuals or entities and/or other matters related to your representation to avoid confusion regard-
ing whom you represent.] You represent that you do not know of any related legal matters that would
require our legal services under this agreement. If such matters arise later, you agree that this agree-
ment does not apply to any related legal matter. Therefore, a separate engagement agreement for
provision of services and payment for those services will be required if you wish to engage our law
firm to perform legal services pertaining to such matters.

Limited Scope of Representation for Maintenance Fees/Annuities: In order to better serve our clients'
interests and in accordance with our law firm's policy, we do not provide services for handling the
monitoring or payment of maintenance fees on U.S. issued trademarks or foreign trademark annu-
ties. In an effort to ensure that your trademark assets are maintained at the highest standards we
strongly suggest that you retain a professional service firm to monitor and pay fees and annuities on
your behalf to the United States Patent and Trademark Office and other patent offices throughout
the world.

Consent to Electronic Signatures: In order to file and maintain your trademark applications and/or
registrations with the Trademark Office, you will be required to electronically execute and return
related documents to our offices. You understand that these documents will be forwarded to you
by email and that your prompt response is necessary to obtain the earliest possible filing date for
your trademark application(s) and/or to meet the necessary deadlines to maintain your trademark
registrations.

You further understand that prior to filing your trademark application, we will need confirmation of the legal title of the owner, identification of associated goods and/or services, and the date of the first use of the mark, if any. Any errors in your trademark application regarding this information may jeopardize the validity of your trademark application or the resulting trademark application.

International Trademark Counsel: You have the option of seeking international trademark registrations, based upon your US application under the Paris Convention. You understand that it is critical to obtain the earliest possible foreign filing date. Please note that in many foreign jurisdictions, trademark rights are awarded to the first to file its application.

To obtain the benefit of your earlier U.S. filing date, you understand that you must identify and file your international application(s) within six (6) months of the filing date of your U.S. trademark application. You still may file international applications after this date, but you will not obtain the benefit of your earlier filing date. We will provide you with periodic reminders of these and all upcoming deadlines by email.

In addition, if you opt to pursue international trademark registrations, you understand that you will need separate international trademark counsel in these international jurisdictions. Before using any international trademark law firm, you must execute a separate Power of Attorney. You understand that by executing the separate Power of Attorney, you are creating an independent attorney-client relationship with the international trademark law firm, which is unrelated to the attorney-client relationship created by this Agreement.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Legal Fees and Billing Statements: We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the preparation, prosecution and maintenance of the trademark matter described above is successful. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information.

On the basis of our time, charges are as follows:

- \$____ per hour for the services of [name and position];
- \$____ per hour for the services of [name and position]; and
- \$____ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$____, of which the first \$____ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Our firm will be required to pay various fees to the United States Patent and Trademark Office, [and foreign trademark agencies and foreign trademark intermediaries], in the course of procuring your trademark. These fees may vary based upon the type of application we agree to file and results of the trademark examination process. Typically, our firm will cover the costs of these fees which will then be itemized and billed to you directly. However, our firm reserves the right to request that you advance payment of these fees. Please note, that these fees do not include post-issuance maintenance fees for which our firm does not retain responsibility for payment as set forth in the above section titled: Limited Scope of Representation for Maintenance Fees/Annuities.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Insurance Defense Counsel in Tripartite Relationships (Letter to Insured)

We are pleased that our law firm has been retained by [name of Insurance Company] (“Company Name”) to represent you in [list lawsuit caption or describe potential litigation matter]. Our representation is limited to the matter as described below in the Scope of Representation section. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Scope of Representation: We have been retained by (Company Name) to represent you in _____

[describe case or matter with specificity and list lawsuit caption if applicable]. We also represent (Company Name) in the defense of this matter insofar as (Company Name’s) interests are aligned with your interests in that defense. This means that we will share relevant information, including confidential information, which we obtain during the course of our representation of you with (Company Name) as we defend the matter. We do not represent you or your insurance company as it pertains to your insurance coverage. For example, if the insurance company informs you that it is reserving its rights with respect to the defense and/or payment of any judgment or settlement in connection with this matter, you must seek other counsel to represent you on this insurance coverage issue. Moreover, if we learn information during our representation of you that may have a negative impact on your coverage or your relationship with your insurance company, we will not share that information with your insurance company. We may, however, be required to withdraw from representing you at that time due to the resulting conflict of interest.

[If the Insurance Company controls the defense]: Your insurance policy gives your insurance company the right to control and direct the defense and the right to decide whether to offer or accept any settlement agreement. We will proceed with your representation at the direction of your insurance company, but you may share any of your thoughts or concerns about how the case is being handled with us. If at any time during the course of our representation you have a serious disagreement with how the case is being defended, you need to alert us about your disagreement immediately. As noted above, we cannot become involved in any coverage issues or disputes between you and your insurer, so, if a situation of such disagreement arises, we recommend that you contact independent counsel of your choosing to discuss your options.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. Although we are your defense counsel in this matter, we are unable to provide any legal advice or counsel to you or your insurer with regard to coverage issues or any other matters of dispute between you and your insurer. Our representation of you in this matter is specifically

limited to the claims alleged against you in the above-referenced litigation, including any additional amended claims as permitted by the court or adjudicative entity. As such, we are not able to provide you with advice regarding uncovered claims or damages that may exceed your insurance policy limits. In addition, if there are claims made against you that your insurance carrier advises are not covered under your policy(ies) of insurance, and your carrier assigned independent counsel to represent you in those claims, our firm will explicitly not represent you in those claims identified in the carrier's reservation of rights or denial of coverage letter(s). We urge you to consult with your personal attorney or other counsel regarding these issues. Finally, you should discuss with your insurance agent whether you may have other coverage or excess coverage available.

Counterclaim and/or Cross-claim: If you believe that you have suffered injuries or damages relating to the alleged facts that give rise to the [lawsuit or potential litigation matter] or if you have another claim of any kind that arises out of the [lawsuit or potential litigation matter], then you may have the right to bring a counterclaim or cross-claim, and, in fact, these claims may be mandatory under the applicable requirements. In some instances, these causes of action must be filed in response to the complaint or they may be waived or forfeited. There are also statutes of limitations applicable to these claims. If you wish to bring a counterclaim or cross-claim, please advise [name of attorney handling the matter] immediately and in writing. We will inform you as to whether we can and will accept the representation on the counterclaim. If you believe that your insurance company is obligated to pay for the prosecution of the counterclaim or cross-claim, you must speak directly to your claims representative. Otherwise, if we accept the representation on the counterclaim, you agree to pay us directly pursuant to the terms of this agreement.

Legal Fees and Billing Statements:

Select one of the following first two paragraphs. Either: Your insurance policy requires that you make a deductible payment to the insurance company [or, alternatively, self-insured retention payments with a \$__ limit to us] before the insurance company will pay for your defense costs. Once the deductible payment [or, alternatively, self-insured retention payments with a \$__ limit to us] is made, we will commence our representation of you and bill the insurance company for your legal fees and expenses.

Or

Your insurance company has asked us to bill you directly until your deductible of [\$ amount] [or, alternatively, self-insured retention payments with a \$___ limit] has been paid in full. Therefore, until the deductible [or, alternatively, self-insured retention payment limit] has been paid in full, we will submit a bill to you every ___ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements. You agree to pay all expenses and costs up to the amount of your deductible, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information.

Your insurance policy has a depleting policy limit of [\$ amount of policy limit], which means that if and when that amount is reached in defending this matter, the insurance company is not obligated to pay any funds beyond the policy limit. Accordingly, if and when that policy limit is reached, you will be responsible to pay for any subsequent legal fees and costs.

On the basis of our time, charges are as follows:

\$___ per hour for the services of [name and position];

\$___ per hour for the services of [name and position]; and

\$___ per hour for the services of [name and position].

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will handle this matter in conjunction with [name of associate or partner], who is a(n) [associate or partner] with the law firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ___/page

Mileage: ___/mile

Facsimile charges: ___/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm along with the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

[Client]

[Date]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Preemptive Client Consent for Sole Practitioners

Preemptive Client Consent—For Sole Practitioners Only: In the event that I, [name of sole practitioner], die, suffer a serious disability, incapacity, disappear or otherwise cannot attend to my client matters, attorney [name of attorney who has agreed to perform this function for the above-named sole practitioner] may review your client file for the limited purpose of contacting you to inquire about where you prefer the file to be transferred or otherwise handled. [Name of attorney] will be acting as co-counsel on your matter only in the event of my death, serious disability, incapacity or disappearance, and his/her limited review of your file is not intended to waive the attorney-client privilege or client confidentiality associated with this representation.

[For further information on succession planning, please consider the following resources:

- <http://www.azbar.org/professionaldevelopment/practice20/successionplanning/>
- <http://www.nysba.org/PlanningAhead/>
- <http://www.iowabar.org/?page=SuccessionPlanning>
- http://www.wsba.org/Resources-and-Services/Ethics/~/_media/Files/Resources_Services/Ethics/Succession%20Planning%20Documents/Planning%20Ahead%20Handbook%20071709A.ashx

This sample client consent form is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample client consent form to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar consent forms in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Estate Planning (Individual)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm is only representing you and represents no other individual or entity in this matter.

Scope of Representation: We have been engaged to represent you in connection with the following estate planning legal services [check all that apply]:

- Legal advice regarding how you would like to structure your estate plan
- Preparation and implementation of:
 - Revocable Trust Agreement(s)
 - Irrevocable Trust Agreement(s)
 - Durable Power of Attorney(s)
 - Pour Over Will(s)
 - Standard Will(s)
 - Advance Health Care Directive(s)
 - Advance Health Care Directive/Power of Attorney
 - Family Emergency Response Plan
 - Life Insurance Trust
 - Charitable Remainder Annuity Trust
 - Charitable Remainder Uni-trust
 - Charitable Lead Trust
- Legal review and advice with respect to existing estate planning document
- _____ [specify existing estate planning document]
- Other _____ [specify legal service to be performed].

You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

[If Client Has a Spouse or Partner, consider using the following provision.]

Confidentiality of Information: It is common for spouses and partners to employ the same law firm to assist them in planning their estates. However, you have requested that we not represent your spouse/partner at this time. Since we are not representing your spouse/partner, anything that you tell us is confidential and we will not share such information with your spouse/partner or anyone else without your consent. Accordingly, if you want us to discuss any aspect of your estate plan or related issues with your spouse/partner, you will must direct us to do so in writing.

Anything that you discuss with us is privileged and exempt from disclosure to any third parties, unless you authorize us to disclose such information, disclosure is required or permitted by law, or you disclose our discussions to a third party. Accordingly, please refrain from discussing the nature or substance of any of our discussions to any third parties in order to preserve the attorney-client privilege protections afforded to our discussions.

Advance Waiver of Potential Conflicts of Interest: Our law firm represents other individuals and businesses, including charitable organizations. You may name one or more of these individuals or entities to receive a gift or bequest. It is possible during the time that we represent you, some of our present or future clients may have transactions or disputes with you. We ask that you agree that we may continue to represent (or may undertake in the future to represent) existing or new clients in any matter that is not substantially related to matters in which we represent you, even if the interests of such clients in those other matters may be adverse to you. We will not waive your right to have our law firm maintain confidences or secrets that you disclose to our law firm, and we agree not to disclose them to any third party without your consent.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging

expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Estate Planning (Spouses or Partners)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter.

Scope of Representation: We have been engaged to represent you in connection with the following estate planning legal services [check all that apply]:

- Legal advice regarding how you would like to structure your estate plan
 - Preparation and implementation of:
 - Revocable Trust Agreement(s)
 - Irrevocable Trust Agreement(s)
 - Durable Power of Attorney(s)
 - Pour Over Will(s)
 - Standard Will(s)
 - Advance Health Care Directive(s)
 - Advance Health Care Directive/Power of Attorney
 - Family Emergency Response Plan
 - Life Insurance Trust
 - Charitable Remainder Annuity Trust
 - Charitable Remainder Uni-trust
 - Charitable Lead Trust
 - Legal review and advice with respect to existing estate planning document
- _____ [specify existing estate planning document]
- Other _____ [specify legal service to be performed].

You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

Joint Representation: It is common for spouses/partners to employ the same law firm to assist them in formulating their estate plan, as you have requested us to do. Additionally, representing both of you in the same matter (the “joint representation”) provides a savings over the costs that would otherwise be incurred if each of you retains separate counsel. Nevertheless, joint representations also present special ethical considerations. We will undertake your joint representation if you agree in writing after consultation with us about the risks of joint representation. You also should consider consultation with legal counsel other than us regarding this joint representation.

It is important that you understand that, because we will be representing both of you, you are considered our client, collectively. Ethical considerations prohibit us from agreeing with any of you to withhold information from the other spouse/partner. Accordingly, in agreeing to the joint representation, each of you are authorizing us to disclose to the other joint clients any matters related to the representation that one of you may discuss with us or that we may acquire from any other source. In this joint representation, we will not give legal advice to any of you or make any changes in any of your legal pleadings or documents without your mutual knowledge and consent. Anything that any of you discusses with attorneys employed by our firm is privileged from disclosure to third parties, except (a) with your consent, (b) for communication with other advisors, or (c) as otherwise required or permitted by law or the rules governing professional conduct.

Conflicts of interest may arise with respect to the subject matter of our representation. Based upon the information now available to us, we are not aware of any actual conflicts associated with this joint representation. If you become aware of anything you believe might suggest an actual conflict of interest, please bring it to our attention immediately. In addition, if you become aware of any strategic or other considerations that in your opinion potentially could develop into a conflict of interest involving any of you, we ask that you promptly bring such matters to our attention.

If circumstances arise during the course of this matter that require or make it desirable that one of you obtains separate legal representation in this matter, our firm would be free to continue to represent the other spouse/partner this matter. By signing this engagement agreement and accepting our joint representation, you agree that, if it becomes necessary or desirable for one of you to retain other counsel, you will not seek to disqualify our firm from continuing to represent the remaining spouse/partner in an individual capacity.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

Advance Waiver of Potential Conflicts of Interest: Our law firm represents other individuals and businesses, including charitable organizations. You may name one or more of these individuals or entities to receive a gift or bequest. During the time that we represent you, some of our present or future clients may have transactions or disputes with you. We ask that you agree that we may continue to represent (or may undertake in the future to represent) existing or new clients in any matter that is not substantially related to matters in which we represent you, even if the interests of such clients in those other matters may be adverse to you. Please note that we will not waive your right to have our law firm maintain confidences or secrets that you disclose to our law firm, and we agree not to disclose them to any third party without your consent.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Representing Guardian or Conservator

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Please understand that we represent you solely in your role as [Guardian or Conservator]. We do not represent [the alleged disabled person or minor] that is the subject of this [guardianship or conservatorship] or any other interested parties. However, we may be required by statute to provide such interested parties with information in connection with this [guardianship or conservatorship], including decisions that affect [name of person or person's estate that is the subject of the guardianship or conservatorship].

Scope of Representation: We have been engaged to represent _____ [name of client] in connection with your role as [Guardian or Conservator] for _____ [name of person or person's estate that is the subject of the guardianship or conservatorship] to deliver the following legal services [select the relevant legal service listed below]:

- Attempting to secure your appointment as [Guardian or Conservator];
- Representing you in your capacity as [Guardian or Conservator] in litigation regarding _____ [describe matter to be litigated];
- Assistance in formulating a legal strategy or argument;
- Providing legal advice, including drafting a letter with a basic overview of facts and circumstances and law, options and proposals for the client, and overview of a special needs Trust;
- Drafting of a Will with a special needs Trust for the subject of the [guardianship or conservatorship];
- Drafting of suggested revisions to existing Will for the subject of the [guardianship or conservatorship];
- Drafting of revocation of existing Trust for Client for the subject of the [guardianship or conservatorship];
- Execution of a Will with a special needs Trust and revocation of existing Trust;
- Providing advice and counsel regarding laws relating to Medicaid application and the application process;
- Representing you in an appeal in your capacity as [Guardian or Conservator];
- Providing advice about a potential appeal;

____ Procedural assistance with an appeal; or
____ Other _____
_____ [describe legal services to be performed].

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a separate written agreement between the parties. In addition, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

Exception to Rule of Confidentiality: Please be aware that the court is entitled to be kept informed of your activities as [Guardian or Conservator] and that you will have a duty to seek permission and approval of your actions as [Guardian or Conservator], such as how you spend funds on behalf of the [alleged disabled person or minor] or make changes to his/her living arrangements. The ultimate decision about the appropriateness of expenditures or changes in personal arrangements for [the alleged disabled person or minor] resides with the court, and you are required to act in the best interests of [the alleged disabled person or minor]. Accordingly, we require that you authorize us to inform the court of any actions or omissions on your part that have a material effect on [the alleged disabled person or minor], including but not limited to any acts or omissions that may constitute negligence, bad faith, or breach of your fiduciary duties.

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Limited Scope Representation

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent _____ [name of client] for the purpose of [choose the relevant legal service listed below]:

- Advice about law and strategy related to an ongoing mediation, negotiation or litigation;
- Information about and assistance with about document preparation;
- Assistance with drafting discovery requests;
- Legal research;
- Assistance in formulating a legal strategy or argument;
- Review and analysis of your legal strategy;
- Advice about a potential appeal;
- Procedural assistance with an appeal; or
- Other

[In those jurisdictions that permit limited court appearances:]

- At the following deposition(s): _____; or
- In the court proceeding: _____ [if this appearance does not extend to all matters to be considered at this proceeding, identify the discrete issue(s) that will be the subject of this representation and clarify that the representation will end once the discrete issue(s) is/are resolved.

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope

of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

Legal Fees and Billing Statements: [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: ____/page

Mileage: ____/mile

Facsimile charges: ____/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Engagement Agreement – Lead Counsel/Local Counsel

We, “Lead Counsel” and “Local Counsel”, are pleased that you have engaged our law firms to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage either Lead Counsel or Local Counsel to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to any initiation of services by either law firm. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney for Lead Counsel handling the matter] prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made among _____ [names of law firms with Lead Counsel listed first and Local Counsel listed second], hereinafter “Lead Counsel” and “Local Counsel,” respectively, and _____ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Moreover, Lead Counsel and Local Counsel represent only you and represent no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship among our law firms and you.

Scope of Representation: We have been engaged to represent [name of client or clients] for the purpose of _____

[describe matter or case with specificity]. [*Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.*] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage either Lead Counsel or Local Counsel to perform legal services pertaining to such related matters.

Limited Scope of Representation for Local Counsel: [*Lead Counsel and Local Counsel should agree on the scope of Local Counsel’s duties and memorialize the scope in the Engagement Agreement. If Local Counsel’s role is limited to attending hearings and reviewing pleadings prepared by Lead Counsel, the following language may be appropriate.*] Local Counsel’s responsibilities will include attending court hearings, overseeing all pleadings to ensure that each pleading is filed in the proper format, and providing advice concerning [relevant jurisdiction’s] law and practice when appropriate. While Local Counsel will monitor the communications that we receive, it will not be Local Counsel’s role to identify issues of importance, develop case strategy, or respond to any discovery unless there is a specific request in writing from Lead Counsel for Local Counsel to do so. [*Local Counsel must not provide legal services that go beyond this provision of the Engagement Agreement or the provision may be deemed null and void and Local Counsel will be jointly liable for any errors made by Lead Counsel.*]

General Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

Legal Fees and Billing Statements: *[In addition to determining whether the legal services to the client will be billed on an hourly, contingent, or flat fee basis, Lead Counsel and Local Counsel must determine and then memorialize to the client how the legal fees will be divided between the two law firms, who will bill the client and how often, who will maintain client funds, who will advance payments for expenses, and how the law firms will address nonpayment or partial payment issues with the client.]*

Indemnification Agreement: *[It may be beneficial for the law firms to enter into a joint indemnification agreement whereby the law firms agree that if one of them is negligent in providing legal services to the client, it will indemnify the other law firm from any liability for such negligence.]*

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of ____ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ____-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Additional Engagement Letter Clauses

Late Payment and Failure to Pay

If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all legal fees, expenses, administrative fees and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the legal and administrative fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

[Before including the following language, law firms should research whether retaining liens are permissible in their jurisdiction and appropriate for a specific matter, as well as consider the risks of entering into a fee dispute with a client.] We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid legal fees, expenses, administrative fees or disbursements.

Responsibilities of Law Firm and Client

We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

Termination

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm

makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

No Guarantee of Success

It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

Professional Liability Insurance

[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.] Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

Arbitration Clauses

Lawyers may wish to include an arbitration clause in their engagement agreements. Before inserting an arbitration clause in an engagement agreement, lawyers should consult the relevant jurisdiction's laws and rules to ensure that such a clause is permitted. Arbitration clauses may be limited solely to fee disputes or may address any type of disputes between attorneys and clients, including legal malpractice claims. Sample language for such clauses may be found at:

Judicial Arbitration & Mediation Services:

www.jamsadr.com/rules-streamlined-arbitration/

American Arbitration Association:

www.adr.org/clauses

Even if arbitration clauses are permitted in the relevant jurisdiction, lawyers should weigh the benefits and risks of the arbitration process versus a regular court proceeding. The decision on whether to use an arbitration clause in an engagement agreement entails a fact-specific and jurisdiction specific analysis.

CNA neither endorses nor discourages the use of arbitration clauses in engagement agreements.

Client's Insurance Policies

Client should review all or your applicable insurance policies to determine if insurance coverage is available for the matter that is the subject of this representation. In the event you have available insurance coverage which may apply to the matter that is the subject of this representation, it is critical that you place the appropriate insurance carriers on notice immediately or you may jeopardize your rights to coverage under those policies. It is strongly recommended that you consult with your broker or underwriter to ensure that your rights to coverage under all applicable policies are protected. We do not undertake any responsibility to advise you as to the existence, applicability, or availability of insurance coverage for the matter[s] in which we are representing you, unless you have provided us with copies of your insurance policy or policies and expressly requested our advice as to potential coverage under such a policy or policies. If any insurance company undertakes the payment of any portion of our billing statements, you will remain responsible for any amounts not paid by the insurance company.

Law Firm's Right to Counsel

During the course of our representation of you, issues may arise where we may wish to seek legal advice either within the law firm or from another law firm in order to determine how best to proceed in resolving a potential or actual conflict of interest or other issue relating to the representation we are providing under this agreement. Subject to the [relevant jurisdiction's] Rules of Professional Conduct, it is agreed that any communications exchanged between this law firm and its counsel under those circumstances will be afforded the same attorney-client privilege that attaches to the communications between you and our law firm. You will not be charged for any of the advice we seek on our behalf under this clause.

Governing Law

This Engagement Agreement and all aspects of this attorney-client relationship will be governed by [relevant jurisdiction's] law, without regard to its choice of law principles.

Binding Agreement

This Engagement Agreement represents the entire agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this agreement without the written consent of all of the parties thereto.

If any provision of this Engagement Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Engagement Agreement, which can be given effect without such provisions or application, and, to this end, the provisions of this Engagement Agreement are declared to be severable.

Experts, Consultants, Investigators, and other Non-Lawyer Professionals

It may become necessary over the course of this representation for our law firm to hire expert witnesses, consultants, investigators, and other non-lawyer professionals. We will not hire such persons without your consent to hire them and your agreement to pay their fees and expenses. Your refusal to hire such persons could adversely affect the outcome of your matter. Additionally, if we deem the hiring of such persons as necessary to our representation of you, and you refuse to authorize such hiring, we may in our discretion withdraw from your representation, subject to the [relevant jurisdiction's] Rules of Professional Conduct.

Evergreen/Replenishing Retainer Requirement

You agree to pay the law firm an initial retainer fee of \$_____ [amount] upon the date that this Engagement Agreement is executed by all parties. When we render monthly bills to you, we will use funds from the initial retainer to pay our monthly bills. If the amount of the initial retainer in the client trust account fall below \$_____ [amount], you agree to replenish the funds up to the amount of \$_____ [amount] within 14 days of your receipt of our monthly billing statement. Failure by you to replenish the funds to the amount of \$_____ [amount] within 14 days of your receipt of our monthly billing statement may cause the law firm to withdraw from our representation of you, subject to the [relevant jurisdiction's] rules of professional conduct. By law, any interest earned on funds in our client trust account will be paid automatically to the IOLTA ("Interest on Lawyer Trust Accounts") program of [relevant jurisdiction]. Any retainer funds paid by you and not used for legal and administrative fees or expenses will be refunded to you at the conclusion of the matter.

Protecting Client Confidentiality/Communications/Social Media

Communications between you and our law firm are confidential. Such communications may also be subject to the attorney-client privilege, which means that no one but you, our law firm, and any third parties that we employ to assist with your representation would be entitled to know the contents of such communications. If our communications are shared with any outside third party, the attorney-client privilege may be lost and the communications may be required to be disclosed to an opposing party or others. In order to protect the confidential nature of our communications with you, we ask that you refrain from sharing or relating our communications to a third party. If you are unsure or confused as to whether you should make a disclosure to a third party, we ask that you consult with us so that we can determine whether any information should be disclosed and, if so, whether such information should be provided by you or us.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer, or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you when you communicate with us.

We further advise that any communication or posting that you make on a social media site, such as Facebook or Twitter for example, may be subject to discovery, even in a private or restricted access security setting. Similarly, any email, text, or other type of communication that you send to an outside third party may be subject to discovery as well. In order to protect the confidential nature of our communications with you, please be thoughtful about what you decide to post or write and refrain from making any communications to others about the communications between our law firm and you.

Retention of Law Firm Rather than a Designated Attorney

Client is retaining the Law Firm, rather than any designated attorney, and the legal services to be provided to you will not necessarily be performed by any designated attorney. If there is a change to the primary attorney handling your matter, we will notify you of such a change. *[If charging an*

hourly that designates by name the hourly billing rate of attorneys and support staff, consider using the following language.] While the names and billing rates of certain attorneys [and support staff] are delineated in the “Fees and Billing Statements” provision of this Engagement Agreement, there is no guarantee that all of these individuals will work on your matter.

Retainer

Our acceptance of any retainer deposit is not a representation, promise, or prediction that the legal fees and disbursements that will be incurred in this matter will be limited to the amount of the retainer deposit.

Diminished Capacity or Death of Client

If concerns develop regarding your capacity during our representation of you, we may continue to represent you, in our discretion, and protect your interests consistent with our standards of practice and our ethical responsibilities. To the extent we can and choose to continue to act on your behalf, we will only take actions that we reasonably believe to be in your best interests and consistent with your wishes previously expressed to us.

If concerns develop about your capacity while we represent you and those concerns are brought to our attention, by signing this engagement letter, you authorize us to implement the following measures notwithstanding our duty of confidentiality to you: (1) to communicate with your immediate family, your physicians, your accountant and your other advisors and to disclose to them such pertinent, but limited, confidential information as we may determine to be reasonably appropriate to act in your best interests and carry out your wishes previously expressed to us, (which may include information that is protected by the attorney-client privilege); (2) to represent any person you have chosen to be your legal representative in the event that your mental capacity diminishes and a legal representative is needed; [*Before including the following language, law firms should research whether their jurisdiction permits law firms to petition the court to have a fiduciary appointed where the client objects.*] and (3) if necessary, to petition the court for the appointment of a fiduciary to protect you and your assets.

Similarly, after your death, the persons you have nominated to serve as the personal representatives of your estate and the successor Trustees of any revocable trust you may choose to establish are free to retain legal counsel of their choice. By signing this letter, you authorize us to represent any of those individuals in their fiduciary capacities, if they choose to retain us and we agree to represent them.

No Continuing Duty to Update on Changes to the Law

Once this matter has concluded, our representation of you in this matter will be concluded. From that date forward, we will have no duty to inform you of changes in the law that may affect you or any legal instruments or documents that we prepared on your behalf. If at a later date you would like us to advise you on any changes in the law or review any legal instruments or documents, you may contact us to request such an engagement. If we decide to accept this new representation, a separate engagement agreement for provision of services and payment for those services will be required.

Client Use of Third Party to Communicate with Law Firm

You have indicated that you need _____ [Name of relative/friend/translator/third party] to be present for our in-person and telephonic meetings in order for law firm and you to communicate in an efficient manner. We agree that having _____ [Name of relative/friend/translator/third party] is necessary for our communications and is not intended to waive the attorney-client privilege. We also remind you and _____ [Name of relative/friend/translator/third party] that we only represent you in this matter and are not providing any legal representation or services to _____ [Name of relative/friend/translator/third party] in this matter.

Wire Transfers

Prior to sending any wire transfer of funds related to this representation, you must call our law firm to verify the instructions. We will not change wiring instructions. If you receive wiring instructions for a different bank, branch location, account name, account number, or other change, the change in wiring instructions should be presumed to be fraudulent. Do not send any funds and contact our law firm immediately. Failure to follow this procedure endangers your funds.

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Awaiting Further Action Letter – Document Review

DATE

ADDRESS OF POTENTIAL CLIENT

Re: Potential engagement of law firm

Dear Mr./Ms. Potential Client:

This letter is being sent to confirm that this firm has consulted with you about representing you regarding [insert subject] matter on [insert date].

At this time, you have not engaged our firm and we are not representing you in this matter. We will not be representing you unless and until you advise us that you wish to proceed, you send us [insert documents needed to begin representation], and you provide us with time to review those documents and decide whether or not to accept the representation. In addition, you must provide us with \$_____ as a retainer fee before we will agree to represent you and begin to work on your matter.

If and when we receive the retainer fee, we will hold the funds in a lawyer's trust account and provide you with an engagement agreement, which will further specify the scope and circumstances of our representation. If the above conditions are met, you will also be responsible for paying fees, expenses and disbursements in excess of the funds that we hold.

Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act *immediately*. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

If we do not receive your request to represent you along with the above requested documents and retainer fee within 30 days of the date of this letter, we will assume that you do not wish to proceed and we will close our file.

If you have any questions, please feel free to contact me.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample awaiting further action letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample awaiting further action letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Awaiting Further Action Letter – Retainer Fee

DATE

ADDRESS OF POTENTIAL CLIENT

Re: Potential engagement of law firm

Dear Mr./Ms. Potential Client:

This letter is being sent to confirm that this firm has consulted with you about representing you in the [insert subject] matter. Our firm requires payment of \$_____ as a retainer fee before we will agree to represent you and begin to work on your matter. **We do not represent you in your legal matter at this time and will not represent you in the future until our office has received the \$_____ retainer fee and you have executed the related engagement agreement we will prepare for your signature.**

When we receive the funds for your retainer fee, we will hold them in a lawyer's trust account and provide you with an engagement agreement which will further specify the scope and circumstances of our representation, and which you will be required to sign. If these conditions are met and we undertake your representation, you will also be responsible for paying all legal fees, expenses and disbursements incurred in excess of the retainer fee that we hold.

Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act *immediately*. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

At this time, we will do nothing further until we hear from you. We will be pleased to provide representation upon receipt of the retainer fee and execution of the engagement agreement.

If you have any questions, please feel free to contact me.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample awaiting further action letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample awaiting further action letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Non-Engagement/Declination Letter

DATE

ADDRESS OF NONCLIENT

Re: Non-engagement of law firm

Dear Mr./Ms. Non-client:

This letter is being sent to confirm that this firm will not represent you in the [insert subject] matter. We have not investigated your case and are expressing no opinion as to its merits or the likelihood of whether you would prevail. Rather, we have decided to decline the representation. Enclosed with this letter are the documents that you provided to us. [List Documents.] [Alternatively, *you did not provide us with any documents when we met with you to discuss your case.*]

We strongly recommend that you consult with another attorney about this matter without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act **immediately**. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

Again, we will not be representing you in this matter and will not be taking action on your behalf. Thank you for your consideration of our firm.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample declination letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample declination letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Conflict of Interest Waiver – Unrelated Matters, Waiver Letter to Current Client Being Represented

Dear Client ABC:

This waiver letter confirms that you have asked us to represent you with respect to [describe matter] adverse to [XYZ]. As you are aware from our previous discussion, our law firm currently represents [XYZ] with respect to [describe matter(s)]. The factual and legal issues likely to arise in the work that you have asked us to perform appear to be unrelated to the work we are presently performing or appear likely to perform for [XYZ]. However, since [XYZ] is a current client of ours, any work that we perform for you that is adverse to [XYZ] will create a conflict of interest. You acknowledge that we have informed you of our representation of [XYZ] and you have agreed to waive this conflict of interest. It is also our understanding that [XYZ] has agreed to waive this conflict of interest.

In deciding whether or not to consent, you should consider how our representation of [XYZ] as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict.

Please be aware that the Rules of Professional Conduct require that we represent all of our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any information that we may have acquired about [XYZ] in our representation of [XYZ] to you. Similarly, we will not disclose to [XYZ] any confidential information that we acquire about you as a result of our representation of you. The conflict waiver merely allows us to represent you in this matter. We do not believe that our obligations of loyalty and confidentiality to [XYZ] will impair our ability to represent you in this matter.

Although we are asking you to waive this conflict of interest so that we can represent you in this matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest. As we cannot continue to represent you unless you agree to waive the conflict, if we do not receive your response by [date] we will contact you regarding our withdrawal from this representation.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample waiver letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample waiver letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waiver letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Conflict of Interest Waiver – Unrelated Matters, Waiver Letter to Current Client Being Opposed

Dear Client XYZ:

This waiver letter confirms our law firm's previous discussion with you on [Insert Date] about [ABC's] request to have us represent it in connection with [describe matter] against you. As you are aware, this firm also represents you with respect to [describe matter(s)]. The factual and legal issues likely to arise in the work that you have asked us to do appear to be unrelated to the work that we have been asked to or appear likely to perform for [ABC]. However, since you are a current client of ours, any work that we perform for [ABC] that would be adverse to you would create a conflict of interest. You acknowledge that we have informed you of [ABC's] request to represent [ABC] in the [describe matter] and you have agreed to waive the conflict of interest associated with this representation. It is also our understanding that [ABC] has agreed to waive this conflict of interest.

In deciding whether or not to consent, you should consider how our representation of [ABC] as described above could or might affect you. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidences or secrets will be used adversely to them due to the conflict.

Please be aware that the Rules of Professional Conduct require that we represent all of our clients with diligence and that we protect and maintain the confidences of our clients. Accordingly, we will not disclose or use any information that we may have acquired about you in our representation of you to [ABC]. Similarly, we will not disclose to you any confidential information that we acquire about [ABC] as a result of our representation of [ABC]. The conflict waiver merely allows us to represent [ABC] in this new matter. We do not believe that our obligations of loyalty and confidentiality to [ABC] in this new matter will impair our ability to represent you in other matters.

Although we are asking you to waive this conflict of interest to allow our firm to represent [ABC] in this new matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we urge you to seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver. Please respond to this request by [date] by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample waiver letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the form to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waiver letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Conflict of Interest Waiver – Waiver Letter to Former Client

Dear [Former Client]:

This waiver letter confirms our law firm’s discussion with you on [date] about our prior representation of you in [describe previous transaction]. As you are aware from our conversation, we are now representing [current client] in [describe current transaction], which is substantially related to our prior representation of you. As our former client, we have a duty of confidentiality and loyalty to you in connection with those matters in which we represented you. Since [current client] has asked us to represent him/her in [describe current transaction], their interests are adverse to yours in a matter that is substantially related to our prior representation of you. This creates a conflict of interest. You acknowledge that we have informed you of our representation of [current client] in [describe current transaction], and you have agreed to waive this conflict of interest.

We do not believe that any information that we may have acquired in our past representation of you poses a substantial risk to you now as a result of our representation of [current client], but you should consider this issue. Under the Rules of Professional Conduct applicable to our firm, we are prohibited from disclosing to [current client] any information about you that we learned as a result of our prior representation of you without your informed consent. We will not disclose such information without your informed consent nor will we use such information in our representation of [current client] in this matter. The conflict waiver merely allows us to represent [current client] in this matter.

We cannot provide you with legal advice with respect to this matter or this waiver, and, although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions about whether you should sign this conflict waiver.

Although we are asking you to waive this conflict of interest to allow our firm to represent [current client] in this matter, you are not obligated to do so. We are pleased to answer any further procedural questions that you may have about this waiver process. Please respond to this request by [date] by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample conflict of interest waiver is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample conflict of interest waiver to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waivers in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Conflict of Interest Waiver – Waiver Letter to Current Client

Dear [Current Client]:

This waiver letter confirms our law firm’s discussion with you on [date] about our prior representation of [former client] and our current representation of you in connection with [describe current transaction]. As you are aware from our conversation, we represented [former client] in [describe former transaction]. As our former client, we have a duty of confidentiality and loyalty to [former client] in connection with those matters in which we represented them. Because you have asked us to represent you in [describe current transaction], this representation is adverse to our former client and is substantially related to our prior representation of them. This creates a conflict of interest. You acknowledge that we have informed you of our prior representation of [former client], and you have agreed to waive this conflict of interest.

Under the Rules of Professional Conduct applicable to our firm, we are prohibited from disclosing to you any confidential information about [former client] that might be relevant and useful in our representation of you. We do not believe that our obligations of confidentiality to [former client] will impair our ability to represent you in this matter. The conflict waiver merely allows us to represent you in this matter.

Although we are asking you to waive this conflict of interest to allow our firm to represent you in this matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether or not you should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest. As we cannot continue to represent you unless you agree to waive the conflict, if we do not receive your response by [date] we will contact you regarding our withdrawal from this representation. Thank you.

ACKNOWLEDGED AND AGREED TO:

[Client Name]

[Date]

[Client Signature]

This sample conflict of interest waiver is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample conflict of interest waiver to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waivers in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Closing Matter/Disengagement Letter

DATE

ADDRESS OF CLIENT

Re: End of Representation in Case/Matter #_____

Via Certified Mail

Return Receipt Requested

Dear Mr./Ms. Client:

Thank you again for selecting our firm to represent you with respect to case/matter #_____.

This letter is being sent to confirm that case/matter #_____ is now concluded and we will be closing our file, as our representation of you has terminated. Enclosed with this letter are our final invoice and any original documents related to your case/matter that we have not previously returned to you, as listed in the appendix. [Alternatively, we have previously returned to you all original documents related to your case/matter.] In accordance with our firm's document retention policy, we will retain your legal file for ____ years from this date. At the expiration of this period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

In the event that you need legal representation in the future, I hope that you will consider engaging our law firm again. Thank you for allowing us to represent you in this matter.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Enclosures

This sample closing matter/disengagement letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample closing matter/disengagement letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.

Sample Termination/Withdrawal Letter – Where Client Elects to Terminate Representation

This letter confirms that in accordance with your instructions, we will no longer be representing you in connection with _____ [Describe Matter] and that our attorney-client relationship has ended as of _____ [Date]. To the extent that you require the services of an attorney, we strongly recommend that you consult with another attorney without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim [or defense] that you may have. If you wish to proceed with your claim [or defense], it is important to act *immediately*. Failure to do so may bar your claim [or defense] based upon time limits established by statutory law, regulations, court rules, court orders, or case law. If your claim [or defense] is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief [or defend against actions to recover damages or other relief].

Subject to the permissible assertion of any lien rights that we may have and any applicable copying costs, we will cooperate in transferring client file materials either to you or successor counsel upon your written instructions.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

[Any terminations/withdrawals must comply with the relevant jurisdiction's corollary to ABA Model Rule 1.16: Declining or Terminating Representations. Any matters pending before a tribunal normally require the permission of the tribunal for the lawyer or law firm to withdraw.]

Sample Termination/Withdrawal Letter – Where Law Firm Elects to Terminate Representation

Pursuant to the terms of our Engagement Agreement, this letter confirms that we have decided to terminate our representation of you in connection with _____ [Describe Matter] and that our attorney-client relationship has ended. Unfortunately, the difficulty that we have experienced in [law firm should include only the items below that apply to this particular representation or incorporate other language if applicable:]

- collecting our legal fees and expenses from you
- agreeing upon an appropriate course of action
- communicating with you

have led us to conclude that we can no longer represent you in this matter.

To the extent that you need an attorney's services, we strongly recommend that you consult with another attorney without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim [or defense] that you may have. If you wish to proceed with your claim [or defense], it is important to act *immediately*. Failure to do so may bar your claim [or defense] based upon time limits established by statutory law, court rules, court orders, or case law. If your claim [or defense] is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief [or defend against actions to recover damages or other relief].

Subject to the permissible assertion of any lien rights that we may have and any applicable copying costs, we will cooperate in transferring client file materials either to you or successor counsel upon your written instructions.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

[Any terminations/withdrawals must comply with the relevant jurisdiction's corollary to ABA Model Rule 1.16: Declining or Terminating Representation. Any matters pending before a tribunal normally require the permission of the tribunal for the lawyer or law firm to withdraw.]

These sample termination/withdrawal letters are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample termination/withdrawal letters to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.



For more information, please call us at 866-262-0540 or email us at lawyersrisk@cna.com.

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APPENDIX B

Conflicts Checklist, Sample Waivers, and Termination/Withdrawal Checklist

-

Christa A. Arcos, Esq.
Arcos Law Firm

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Christa A. Arcos, Esq.
Arcos Law Firm

CHECKLIST FOR CONFLICTS

*Christa A. Arcos, Esq,
Two Main Street, Suite 325, Stoneham, MA
July, 2018*

Proper consideration of conflict issues involves a fact-intensive analysis that will vary from case to case and should always begin with a careful review of the relevant rules of ethics. See MRPC 1.7, 1.8., 1.9, 1.10, 1.11 & 1.12 and accompanying comments.

- IS THERE A NON CONSENTABLE CONFLICT?
 - If so, representation cannot be undertaken and inquiry ends.

- IS THERE A POTENTIAL CONFLICT AND IF SO, IS IT LIKELY THE POTENTIAL CONFLICT WILL BECOME AN ACTUAL CONFLICT OR WILL MATERIALLY LIMIT REPRESENTATION?
 - If there is a likelihood that an actual conflict will materialize, representation should not be undertaken and inquiry ends.
 - If the potential conflict creates a significant risk that the lawyer's "ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited," representation should not be undertaken and inquiry ends.

- IF THERE IS A POTENTIAL CONFLICT THAT IS NOT LIKELY TO BECOME AN ACTUAL CONFLICT OR MATERIALLY LIMIT THE ATTORNEY, REPRESENTATION MAY BE UNDERTAKEN PROVIDED THAT THE ATTORNEY MAKES THE PROPER DISCLOSURES AND OBTAINS THE CLIENT'S "INFORMED CONSENT" IN A WRITTEN WAIVER.
 - "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct." Rule 1.0(f) of the MRPC.

- STEPS TO OBTAINING A WRITTEN WAIVER OF A POTENTIAL CONFLICT:
 - DISCUSS with each client all of the potential conflicts inherent in the circumstances of the particular matter being undertaken, as well as the potential consequences to the client if an actual conflict arises.
 - CONFIRM IN A WRITING to each client the details discussed.
 - HAVE EACH CLIENT SIGN THE WRITING that details the discussion.

- ARTICLE: C. Arcos, *Multiple Party Representation and the New Conflict Rules: What you need to know*, Massachusetts Lawyers Journal (MBA Jan/Feb 2017).

- SAMPLE DISCLOSURE AND WAIVER LETTERS IN MULTIPLE PARTY REPRESENTATION.

Christa A. Arcos, Esq.
ATTORNEY AT LAW
Two Main Street, Suite 325
Stoneham, Massachusetts 02180

SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER–JOINT ESTATE PLAN*

[MUST BE ADDRESSED TO BOTH AND SIGNED BY BOTH- AND IT SHOULD CONFIRM A CONFERENCE THAT THE ATTORNEY HAD WITH THE CLIENTS]

DATE

PRIVILEGED AND CONFIDENTIAL

Mr. Jones
Address

Mrs. Jones
Address

Re: Joint Estate Planning – Potential Conflict Disclosure

Dear John and Jane:

This letter confirms our recent discussion concerning the potential conflicts of interest in joint estate planning. You have asked that I represent both of you in planning your estates, which would make each of you my client. A lawyer may represent both parties if each agrees to waive the potential conflict of interest. However, the waiver can occur only after the lawyer has fully disclosed the potential conflict to both parties, informed each party of their right to consult with independent counsel, and both parties thereafter have agreed to proceed with a joint estate plan.

Estate planning, more so than other areas of law, requires clients to share personal information with their attorney. It is important for each client to be fully open and honest with their attorney regarding their finances, health and other personal matters. Although this information is kept confidential from third parties, as between the two of you there is no privileged or confidential information in a joint representation situation. Information from one of you must be shared with the other. Thus, I could not honor a request by one of you to keep certain information secret from the other. Further, such a request by one of you could create a potential conflict of interest that would require me to withdraw from representing both of you. If a potential conflict required my withdrawal as counsel, you would each incur the expense of hiring new counsel. In our discussions, you each have agreed to deal openly and honestly with one another on all matters relating to the joint estate plan and do not anticipate any situation where either of you would request that some matter which is material to the representation would be kept from the other. However, if litigation were to eventuate between you, the privilege would not protect each of your communications with me from the other.

There are other potential conflicts of interest that could arise during joint representation that may require me to withdraw and require each of you to hire independent counsel. For

CHRISTA ARCOS, ESQ.–SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER

*The author acknowledges the contribution of Mary Schmidt, Esq. of Schmidt & Federico, P.C. in the preparation of this sample letter.

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER—JOINT ESTATE PLANNING

PRIVILEGED & CONFIDENTIAL

RE: CONFLICT DISCLOSURE LETTER

[DATE]

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example, if the two of you were unable to agree with respect to a particular aspect of your joint estate plan, you would need to resolve your differences on your own or with the assistance of independent counsel hired at your own expense. Another potential conflict could arise if one of you wishes to change a part of the estate plan that you both agreed on without the consent of the other. I could not advise either of you concerning any such change, nor could I assist one of you in implementing such a change or the other in opposing the change. *[INSERT MORE DETAIL HERE CONCERNING YOUR DISCUSSION REGARDING THE PARTICULAR FACTS OF THE CASE]*. Based upon our discussions, each of you understand that joint representation assumes that each of you will have a greater responsibility for decisions than when each client is independently represented. By comparison, the benefits to both of you from joint representation are significant and will eliminate unnecessary duplication of work.

Please consider carefully whether you wish to proceed with joint representation. If you decide to proceed, each of you must sign the waiver below and forward it to my office. If you have any questions regarding either the potential conflict or the waiver, please feel free to contact me.

Very truly yours,

I, John Jones, acknowledge that I have read and understand the disclosures set forth above and further that I have the right to seek the advice of independent counsel concerning my decision to consent to joint representation. I have fully considered the consequences of joint representation and I wish to proceed.

Signed this ____ day of _____, 2016.

John Jones

I, Jane Jones, acknowledge that I have read and understand the disclosures set forth above and further that I have the right to seek the advice of independent counsel concerning my decision to consent to joint representation. I have fully considered the consequences of joint representation and I wish to proceed.

Signed this ____ day of _____, 2016.

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER

*The author acknowledges the contribution of Mary Schmidt, Esq. of Schmidt & Federico, P.C. in the preparation of this sample letter.

**CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER—JOINT ESTATE
PLANNING**

PRIVILEGED & CONFIDENTIAL
RE: CONFLICT DISCLOSURE LETTER
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Jane Jones

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER

*The author acknowledges the contribution of Mary Schmidt, Esq. of Schmidt & Federico, P.C. in the preparation of this sample letter.

Christa A. Arcos, Esq.
ATTORNEY AT LAW
Two Main Street, Suite 325
Stoneham, Massachusetts 02180

SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER- CIVIL LITIGATION

*[MUST BE ADDRESSED TO BOTH AND SIGNED BY BOTH- AND IT SHOULD
CONFIRM A CONFERENCE THAT THE ATTORNEY HAD WITH THE CLIENTS]*

[DATE]

PRIVILEGED AND CONFIDENTIAL

Mr. Smith
Address

Ms. Jones
Address

Re: Multiple Party Representation – Potential Conflict Disclosure Letter

Dear Mr. Smith and Ms. Jones:

On or about [date], a civil complaint was filed against each of you in the Suffolk Superior Court, ABC Corp. v. Smith and Jones, et al., Civil Action No. 16-XXX. Each of you has consulted with me concerning joint representation in this matter.

The allegations in the pending lawsuit involve issues of law and fact that are common to each of you. The following summarizes the collective communications that I have had with each of you regarding joint representation in this civil matter. I do not view an actual conflict between you and am willing to undertake this joint representation conditioned upon each of you executing this letter. The purpose of this letter is to confirm our discussions, to make the authorized disclosures, and to obtain your informed, written consent to a joint representation agreement after each of you has had the opportunity to seek the advice of independent counsel.

Rule 1.7 of the Rules of Professional Conduct for Massachusetts Lawyers provides:

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) the representation of one client will be directly adverse to another client; or
 - (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER— CIVIL LITIGATION

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(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) each affected client gives informed consent, confirmed in writing.

We have discussed and given careful consideration to the issues posed by simultaneous representation of both of you in defending this civil complaint. We have discussed that independent counsel representing one of you might want to pursue a strategy of shifting blame to the other. I understand that you have consulted with independent counsel regarding the advantages and disadvantages of simultaneous representation and you both agree that the risks posed by simultaneous representation are outweighed by the benefits which include, but are not limited to, your goal of trying to achieve a more favorable outcome with a united defense and to control the costs of defending the lawsuit. *[INSERT MORE DETAIL HERE CONCERNING YOUR DISCUSSION REGARDING THE PARTICULAR FACTS OF THE CASE]*. In my opinion, there is not an impermissible conflict with respect to the anticipated testimony, or incompatibility of your positions in relation to your defenses given your stated objectives.

Based upon our discussions, each of you understand that multiple party representation assumes that each of you will have a greater responsibility for decisions than when each client is independently represented. If at a future date the two of you were unable to agree with respect to a particular aspect of the litigation, you would need to resolve your differences on your own or with the assistance of independent counsel. With that understanding, you each have indicated that you have separate counsel with whom to confer if, and when, such separate advice of counsel might become necessary and you understand that the fees and expenses of such counsel are separate and independent of the retainer agreement with me.

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER— CIVIL LITIGATION

PRIVILEGED & CONFIDENTIAL

RE: CONFLICT DISCLOSURE LETTER

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Each of you also understand that the duty of loyalty is to both of you and that although information is kept confidential from third parties, as between the two of you there is no privileged or confidential information in a joint representation situation. Thus, I could not honor a request by one of you to keep certain information secret from the other. Further, such a request by one of you could create a potential conflict of interest that would require me to withdraw from representing both of you. If a potential conflict required my withdrawal as counsel, you would each incur the expense of hiring new counsel. Based upon my discussions with each of you, you each have agreed to deal openly and honestly with one another on all matters relating to the joint representation and do not anticipate any situation where either of you would request that some matter which is material to the representation would be kept from the other. However, if litigation were to eventuate between you, the privilege would not protect each of your communications with me from the other.

Further, based upon my discussions with each of you, neither of you possesses information or knowledge that would make you adverse to each other in this civil litigation. While unlikely in this case, the inherent risk when representation of multiple clients is undertaken includes the possibility that, at some future date, a conflict will arise between the parties that requires me to withdraw as counsel for one or both of the parties. By comparison, the benefits to both of you from joint representation in this civil litigation are significant. The joint representation will eliminate unnecessary duplication of work.

In the event that a future conflict arises in circumstances described in the preceding paragraphs, or any other circumstance, and the ethical rules require me to withdraw as counsel for one party, to the extent permitted by the Rules of Professional Conduct, I may continue to represent one of you individually.

Accordingly, I request that each of you sign and return to me the acknowledgment copy of this letter to confirm your understanding of the foregoing and your agreement that: (a) I may represent each of you in the civil litigation identified above; and (b) each of you has been afforded the opportunity to seek the advice of independent counsel.

As stated, you have the right to, and should, consult with independent counsel regarding your consent to multiple party representation and the within potential conflict disclosure.

Your anticipated attention to this matter is greatly appreciated.

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER

CHRISTA ARCOS, ESQ.—SAMPLE POTENTIAL CONFLICT DISCLOSURE LETTER— CIVIL LITIGATION

PRIVILEGED & CONFIDENTIAL
RE: CONFLICT DISCLOSURE LETTER
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Very truly yours,

Christa A. Arcos

CAA\

Acknowledged and agreed this ____ day of _____, 2016

By: _____

JOHN SMITH

Acknowledged and agreed this ____ day of _____, 2016

By: _____

JANE JONES

CHECKLIST
TERMINATING AND/OR WITHDRAWING
FROM REPRESENTATION AND FILE TRANSFER/RETENTION

Christa A. Arcos, Esq.
Two Main Street, Suite 325, Stoneham, MA
July, 2018

- DISCUSS WITHDRAWAL WITH THE CLIENT & PLAN FOR TRANSFERRING CASE TO SUCCESSOR COUNSEL OR TO THE CLIENT PRO SE (See MRPC 1.16).

- IF THE CLIENT'S CASE IS PENDING BEFORE A COURT OR OTHER TRIBUNAL, PREPARE AND FILE A MOTION TO WITHDRAW.
 - DO **NOT** INCLUDE CONFIDENTIAL OR PRIVILEGED INFORMATION IN THE MOTION TO WITHDRAW (See Admonition 18-12, disciplining attorney for disclosing confidential information when withdrawing and causing client harm).
 - SERVE CLIENT WITH THE MOTION TO WITHDRAW, AS WELL AS OTHER COUNSEL OF RECORD.

- TAKE STEPS TO PROTECT THE CLIENT'S INTERESTS WHEN WITHDRAWING AS COUNSEL.
 - FILE A MOTION TO EXTEND ANY DEADLINES.
 - IF APPROPRIATE, FILE PLEADINGS TO PRESERVE CLIENT'S RIGHTS.
 - EXAMPLE: NOTICE OF APPEAL

- IF THERE IS A FEE DISPUTE WITH THE CLIENT, DO NOT FILE A COLLECTION ACTION UNTIL YOU HAVE COMPLETED THE PROCESS OF WITHDRAWING AS COUNSEL.

- CONSIDER THAT ANY COLLECTION ACTION IS LIKELY TO BE MET WITH A LEGAL MALPRACTICE CLAIM AND/OR A BBO COMPLAINT ALLEGING THE FEE WAS EXCESSIVE.
 - MRPC 1.5 sets forth the factors considered in determining whether a fee is reasonable.
 - MRPC 1.6 identifies obligations regarding confidential and privileged information when asserting claims and defenses.

- REVIEW NEW RULE 1.15A, EFFECTIVE SEPTEMBER 1, 2018, REGARDING FILE RETENTION AND OBLIGATION TO TRANSFER AND/OR COPY CLIENT FILES.

CHECKLIST – TERMINATING/WITHDRAWING FROM REPRESENTATION AND FILE TRANSFER/ RETENTION

Christa A. Arcos, Esq, July, 2018

ARTICLES:

- *New Rule on Client Files Will Provide Clear Guidance for Lawyers*, Joseph Berman, General Counsel, Board of Bar Overseers and Constance Vecchione, Bar Counsel (July 2018), <https://bbopublic.blob.core.windows.net/web/f/ClientFilesRule.pdf>
- *Flat Fees: A Three-Dimensional View*, Dorothy Anderson First Assistant Bar Counsel (June 2018), <https://bbopublic.blob.core.windows.net/web/f/FlatFees.pdf>
- *Too Much of a Good Thing: Understanding the Rule 1.5(a) Prohibition on Clearly Excessive Fees*, Robert M. Daniszewski Assistant Bar Counsel (October 2017), <https://bbopublic.blob.core.windows.net/web/f/clearly-excessive-fees.pdf>
- *The Ethics of Charging and Collecting Fees*, Nancy Kaufman, Esq. and Constance Vecchione, Esq. edited by Alison Mills Cloutier, Esq. (Updated November 2015), <https://bbopublic.blob.core.windows.net/web/f/ethicsfees.pdf>