

**CONSENT TO REPRESENTATION OF
SPOUSE BY FORMER CLIENT**

Cal. Prac. Guide Family Law Ch. 1 ¶1:97 ff. — Representation
Adverse to Former Client; Necessity for Informed Written Consent

GEORGE JOHNSON
600 Main Street
Paradise, CA 99999
(phone) 888-111-1111
(fax) 888-111-1112
George@Johnson.com

_____ [Date]

SUSAN BARKER
Attorney at Law
123 East Street
Justice, CA 98889

Re: Marriage of Johnson

Dear Ms. Barker:

I am in receipt of your _____ [date] letter to my wife, Martha Johnson, in which you advised her of the existence of a potential conflict of interest should you undertake her representation in a proceeding for the dissolution of our marriage.

I have shown your _____ [date] letter to an attorney who is aware you represented me in a personal injury action that occurred on or about _____ [date]. He also is aware that lawsuit was settled by you to my satisfaction.

The above attorney and I are familiar with the information you obtained while representing me in the personal injury action concerning my injuries, physical condition, medical records and settlement proceeds. Also, he and I understand this information may be relevant to issues raised in the marital dissolution action.

However, I have already shared all the above information with my wife during the course of litigating and settling the personal injury action, and I am informed and believe the information's relevance is only peripheral to the dissolution of our marriage.

Consequently, and because you have not, nor has any member of your law firm, represented me in any other legal matters, I have concluded it would be proper for you and your law firm to represent my wife in the dissolution of our marriage.

[FORM 1:9]

This letter constitutes my informed written consent to your representation of Martha Johnson in our marital dissolution action. My consent is being given after full disclosure of the potential adverse consequences that could result from such representation and after I obtained independent legal advice pertaining thereto.

Very truly yours,

GEORGE JOHNSON

REQUEST FOR ORDER TO DISQUALIFY COUNSEL

Cal. Prac. Guide Family Law Ch. 1 ¶1:76 ff. — Conflict from Representation of Adverse Interests
Cal. Prac. Guide Family Law ¶1:77.6 ff. — Receipt of Confidential Information as Triggering Attorney-Client Relationship
Cal. Prac. Guide Family Law ¶1:99 — Former Prospective Clients Protected
Cal. Prac. Guide Family Law Ch. 5 ¶5:315 ff. — Moving Papers Generally
Cal. Prac. Guide Family Law ¶5:320 ff. — Mandatory Form for Request for Orders
Cal. Prac. Guide Family Law ¶5:325 ff. — Mandatory Supporting Declarations
Cal. Prac. Guide Family Law ¶5:327 — Purpose of Supporting Memorandum
Cal. Prac. Guide Family Law ¶5:328 — Optional Nature of Supporting Memorandum in Domestic Relations Cases

[Ed. Note: Service of this request is properly made pursuant to CCP §1010 et seq. procedures; see Cal. Prac. Guide Family Law ¶5:358.]

[FORM 1:10]

FL-300

PARTY WITHOUT ATTORNEY OR ATTORNEY NAME: SUSAN BARKER FIRM NAME: Same STREET ADDRESS: 123 East Street CITY: Justice TELEPHONE NO.: 888-888-8888 EMAIL ADDRESS: Susan@Barker.com ATTORNEY FOR (name): Martha Johnson	STATE BAR NUMBER: 77777 STATE: CA ZIP CODE: 98889 FAX NO.: 888-888-8889	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LUCERNE STREET ADDRESS: 222 Lake Avenue MAILING ADDRESS: CITY AND ZIP CODE: Justice 98889 BRANCH NAME:		
PETITIONER: MARTHA JOHNSON RESPONDENT: GEORGE JOHNSON OTHER PARENT/PARTY:		
REQUEST FOR ORDER <input type="checkbox"/> CHANGE <input type="checkbox"/> TEMPORARY EMERGENCY ORDERS <input type="checkbox"/> Child Custody <input type="checkbox"/> Visitation (Parenting Time) <input type="checkbox"/> Spousal or Partner Support <input type="checkbox"/> Child Support <input type="checkbox"/> Property Control <input type="checkbox"/> Attorney's Fees and Costs <input checked="" type="checkbox"/> Other (specify): Disqualify Opposing Counsel		CASE NUMBER: D-4321

Note: Read form FL-300-INFO for information about how to complete this form. To ask to change or end an order that was granted in a Restraining Order After Hearing (form DV-130 or JV-255), read form FL-300-INFO and form DV-300-INFO

NOTICE OF HEARING

1. TO (name): GEORGE JOHNSON AND TO HIS ATTORNEY OF RECORD
 Petitioner Respondent Other Parent/Party Other (specify):

2. A COURT HEARING WILL BE HELD AS FOLLOWS:

a. Date:	Time:	Dept.:	Room.:
b. Address of court <input type="checkbox"/> same as noted above <input type="checkbox"/> other (specify):			

3. **WARNING to the person served with the Request for Order:** The court may make the requested orders without you if you do not file a *Responsive Declaration to Request for Order* (form FL-320), serve a copy on the other parties at least nine court days before the hearing (unless the court has ordered a shorter period of time), and appear at the hearing. (See form FL-320-INFO for more information.)

COURT ORDER
(FOR COURT USE ONLY)

It is ordered that:

4. Time for service until the hearing is shortened. Service must be on or before (date):
5. A *Responsive Declaration to Request for Order* (form FL-320) must be served on or before (date):
6. The parties must attend an appointment for child custody mediation or child custody recommending counseling as follows (specify date, time, and location):
7. The orders in *Temporary Emergency (Ex Parte) Orders* (form FL-305) apply to this proceeding and must be personally served with all documents filed with this *Request for Order*.
8. Other (specify):

Date: _____

JUDICIAL OFFICER

Page 1 of 4

PETITIONER: MARTHA JOHNSON RESPONDENT: GEORGE JOHNSON OTHER PARENT/PARTY:	CASE NUMBER: D-4321
---	------------------------

REQUEST FOR ORDER

Note: Place a mark **X** in front of the box that applies to your case or to your request. If you need more space, mark the box for "Attachment." For example, mark "Attachment 2a" to indicate that the list of children's names and birth dates continues on a paper attached to this form. Then, on a sheet of paper, list each attachment number followed by your request. At the top of the paper, write your name, case number, and "FL-300" as a title. (You may use *Attached Declaration* (form MC-031) for this purpose.)

1. **RESTRAINING ORDER INFORMATION**
 One or more domestic violence restraining/protective orders are now in effect between (specify):
 Petitioner Respondent Other Parent/Party (Attach a copy of the orders if you have one.)
 The orders are from the following court or courts (specify county and state):
 - a. Criminal: County/state (specify): Case No. (if known):
 - b. Family: County/state (specify): Case No. (if known):
 - c. Juvenile: County/state (specify): Case No. (if known):
 - d. Other: County/state (specify): Case No. (if known):

2. **CHILD CUSTODY** I request temporary emergency orders
 VISITATION (PARENTING TIME)
 - a. I request that the court make orders about the following children (specify):

<u>Child's Name</u>	<u>Date of Birth</u>	<input type="checkbox"/> Legal Custody to (person who decides: health, education, etc):	<input type="checkbox"/> Physical Custody to (person with whom child lives):
---------------------	----------------------	--	---

 - b. The orders I request for child custody visitation (parenting time) are: Attachment 2a.
 (1) Specified in the attached forms:

<input type="checkbox"/> Form FL-305	<input type="checkbox"/> Form FL-311	<input type="checkbox"/> Form FL-312	<input type="checkbox"/> Form FL-341(C)
<input type="checkbox"/> Form FL-341(D)	<input type="checkbox"/> Form FL-341(E)	<input type="checkbox"/> Other (specify):	

 - (2) As follows (specify): Attachment 2b.

 - c. The orders that I request are in the best interest of the children because (specify): Attachment 2c.

[FORM 1:10]

FL-300

PETITIONER: MARTHA JOHNSON RESPONDENT: GEORGE JOHNSON OTHER PARENT/PARTY:	CASE NUMBER: D-4321
---	------------------------

2. d. This is a change from the current order for child custody visitation (parenting time).
(1) The order for legal or physical custody was filed on (date): . The court ordered (specify):

(2) The visitation (parenting time) order was filed on (date): . The court ordered (specify):

3. CHILD SUPPORT

(Note: An earnings assignment may be issued. See *Income Withholding for Support* (form FL-195))

a. I request that the court order child support as follows:

Child's name and age

I request support for each child Monthly amount (\$) requested
based on the child support guideline. (if not by guideline)

Attachment 2d.

b. I want to change a current court order for child support filed on (date):
The court ordered child support as follows (specify):

Attachment 3a.

c. I have completed and filed with this *Request for Order* a current *Income and Expense Declaration* (form FL-150) or I filed a current *Financial Statement (Simplified)* (form FL-155) because I meet the requirements to file form FL-155.

d. The court should make or change the support orders because (specify):

Attachment 3d.

4. SPOUSAL OR DOMESTIC PARTNER SUPPORT

(Note: An *Earnings Assignment Order for Spousal or Partner Support* (form FL-435) may be issued.)

a. Amount requested (monthly): \$

b. I want the court to change end the current support order filed on (date):
The court ordered \$ per month for support.

c. This request is to modify (change) spousal or partner support after entry of a judgment.
I have completed and attached *Spousal or Partner Support Declaration Attachment* (form FL-157) or a declaration that addresses the same factors covered in form FL-157.

d. I have completed and filed a current *Income and Expense Declaration* (form FL-150) in support of my request.

e. The court should make, change, or end the support orders because (specify):

Attachment 4e.

PETITIONER: MARTHA JOHNSON RESPONDENT: GEORGE JOHNSON OTHER PARENT/PARTY:	CASE NUMBER: D-4321
---	------------------------

5. PROPERTY CONTROL I request temporary emergency orders
- a. The petitioner respondent other parent/party be given exclusive temporary use, possession, and control of the following property that we own or are buying lease or rent (specify):
- b. The petitioner respondent other parent/party be ordered to make the following payments on debts and liens coming due while the order is in effect:
- Pay to: _____ For: _____ Amount: \$ _____ Due date: _____
- Pay to: _____ For: _____ Amount: \$ _____ Due date: _____
- Pay to: _____ For: _____ Amount: \$ _____ Due date: _____
- Pay to: _____ For: _____ Amount: \$ _____ Due date: _____
- c. This is a change from the current order for property control filed on (date):
- d. Specify in Attachment 5d the reasons why the court should make or change the property control orders.
6. ATTORNEY'S FEES AND COSTS
I request attorney's fees and costs, which total (specify amount): \$ _____ . I filed the following to support my request:
- a. A current *Income and Expense Declaration* (form [FL-150](#)).
- b. A *Request for Attorney's Fees and Costs Attachment* (form [FL-319](#)) or a declaration that addresses the factors covered in that form.
- c. A *Supporting Declaration for Attorney's Fees and Costs Attachment* (form [FL-158](#)) or a declaration that addresses the factors covered in that form.
7. OTHER ORDERS REQUESTED (specify): Attachment 7.
Attorney, Jerry Goodman, and all members of his firm, are disqualified from representing Respondent, George Johnson, and his interests in this dissolution of marriage proceeding.
8. TIME FOR SERVICE / TIME UNTIL HEARING I urgently need:
- a. To serve the *Request for Order* no less than (number): _____ court days before the hearing.
- b. The hearing date and service of the *Request for Order* to be sooner.
- c. I need the order because (specify): Attachment 8.
9. FACTS TO SUPPORT the orders I request are listed below. The facts that I write in support and attach to this request cannot be longer than 10 pages, unless the court gives me permission. Attachment 9.

I declare under penalty of perjury under the laws of the State of California that the information provided in this form and all attachments is true and correct.

Date: February 25, XXXX

MARTHA JOHNSON

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT)



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to courts.ca.gov/forms_for_Disability_Accommodations_Request (form [MC-410](#)). (Civ. Code, § 54.8.)

[FORM 1:10]

MARTHA JOHNSON
D-4321
FL-300
ATTACHMENT 10

DECLARATION OF MARTHA JOHNSON

I, MARTHA JOHNSON, declare:

1. I am the Petitioner in this marriage dissolution action and I have personal knowledge of each fact stated in this Declaration.

2. I have no intention of waiving the attorney-client privilege by filing this Declaration.

3. I am currently represented in this action by attorney Susan Barker.

4. Prior to retaining the services of attorney Barker, I considered retaining attorney Jerry Goodman to represent me herein. Towards that end, I met with Mr. Goodman at his office on or about _____[Date], for approximately one hour, to discuss the issues in this case. During our meeting, attorney Goodman and I discussed, among other things, the problems in Respondent's and my marriage, custody and support options, the marital assets and liabilities, my business enterprise and Respondent's and my separate property claims.

5. At the conclusion of our _____[Date] meeting, attorney Goodman asked me to meet with him again on _____[Date], to review various financial documents in my possession. However, I ultimately decided not to retain Mr. Goodman's services and cancelled this appointment on or about _____[Date].

6. On or about _____[Date], Respondent informed me he retained attorney Goodman on _____[Date] to represent him in this marriage dissolution action.

7. Based on all the foregoing, I request the Court grant the within motion to recuse and/or disqualify attorney Goodman from representing Respondent herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____day of _____, at Justice, California.

MARTHA JOHNSON

I. STATEMENT OF FACTS

[State factual background of case sufficient to provide context for the Motion.]

II. LEGAL ARGUMENT

A. An attorney who has formerly represented a client in a matter must not thereafter represent another person in a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed written consent. [CRPC 1.9]

[Provide text for point and authority being argued.]

B. If counsel learned confidential information "material" to the current dispute, the lawyer-client fiduciary relationship extends to preliminary consultations with a prospective client even though actual retention does not result. [*People ex rel. Dept. of Corporations v. SpeeDee Oil Change Systems, Inc.* (1999) 20 Cal.4th 1135, 1147-1148, 86 Cal.Rptr.2d 816, 825 (decided under former CRPC 3-310(E))]

[Provide text for point and authority being argued.]

C. Recusal or disqualification is appropriate where there exists a "substantial relationship" between the former and current representations, so as to create at least a potential breach of confidence. [See *Marriage of Zimmerman* (1993) 16 Cal.App.4th 556, 563, 20 Cal.Rptr.2d 132, 136 (decided under former CRPC 3-310(E))]

[Provide text for point and authority being argued.]

III. CONCLUSION

[Provide closing sentence(s) that summarize(s) arguments and relief requested.]

Dated: _____

Respectfully submitted,

SUSAN BARKER
Attorney for Petitioner

ATTORNEY FEES AND COSTS AGREEMENT

Cal. Prac. Guide Family Law Ch. 1 ¶1:205 ff. — Form and Content Generally
Cal. Prac. Guide Family Law ¶1:244 ff. — Hourly Rate With Advance Deposit Retainer
Cal. Prac. Guide Family Law ¶1:279 ff. — Contractual “Charging Lien” Provision to Secure Attorney Fees
Cal. Prac. Guide Family Law ¶1:305 ff. — Cost Provision
Cal. Prac. Guide Family Law ¶1:321 ff. — Arbitration Provision
Cal. Prac. Guide Family Law ¶1:324 — Drafting Tips
Cal. Prac. Guide Family Law ¶1:370 ff. — Division of Attorney-Client Authority Provision
Cal. Prac. Guide Family Law ¶1:408 ff. — Release of Client’s File Provision
Cal. Prac. Guide Family Law Ch. 14 ¶14:306 — Attorney Discharge Provision
Cal. Prac. Guide Family Law ¶14:357 ff. — Motion to Withdraw Provision

JERRY GOODMAN
Attorney at Law
123 West Street
Justice, CA 98889
(phone) 888-999-9999
(fax) 888-999-9998
Jerry@Goodman.com

_____ [Date]

George Johnson
600 Main Street
Paradise, CA 99999

Re: Marriage of Johnson
Lucerne Superior Court Case No. D-4321

Dear Mr. Johnson:

We have discussed my employment as your legal counsel in the above marital dissolution action recently filed by your spouse. My law firm will undertake this representation on the terms set forth below.

1. Advance Deposit Retainer: You have retained my law firm today by your payment of \$ _____. This retainer will be credited against any actual fees and costs/expenses incurred.

2. Nature of Legal Services: I will represent your interests in the above action through entry of a judgment of dissolution, taking all appropriate steps to reach a just disposition by settlement or, if necessary, a contested trial.

[FORM 1:14]

Such steps include, but are not limited to:

- Preparation and review of correspondence, memoranda and all documents relevant to court proceedings and the entry of a judgment of dissolution of your marriage;
- Court appearances;
- Attendance at depositions, meetings, etc.;
- Conferences and consultations (both telephonic and in person) with you, opposing counsel, accountants, appraisers, actuaries and any other persons or experts necessary to a resolution of the issues raised in this matter;
- Preparation of discovery requests and responses thereto (e.g., subpoenas, interrogatories and requests for admission); and
- Legal research.

If there are any additional, specific services you would like handled in a particular manner, please advise me immediately.

3. Attorney Fees: Fees for legal services rendered under this Agreement will be billed to you on an hourly basis. My current hourly rate is \$ _____.

From time to time associate attorneys and paralegals in my firm also may work on your case under my supervision and direction. Charges for associate attorney services will be billed to you at the current hourly rate of \$ _____, and charges for paralegal services will be billed to you at the current hourly rate of \$ _____.

I reserve the right to change the current hourly rate for legal services at any time by written notice to you. Services rendered after the date of this written notice will be billed to you at the changed rates.

The minimum incremental time for which you will be charged for legal work performed is one-tenth of an hour. Charges for court appearances and attendance at depositions, meetings, conferences, etc., are based on time actually spent in court or at the deposition, meeting, conference, etc., and include travel time.

4. Litigation Costs: In addition to your legal fees, you are responsible for all incidental costs and expenses incurred in this matter. These costs and expenses may include, but are not limited to, long distance telephone charges, postage, process server fees, messenger and other delivery fees, filing fees, witness fees, deposition and court reporters' fees, parking and other actual travel expenses, computer legal research, fax transmissions at \$ _____ per page and photocopying at \$ _____ per page.

It is impossible at this stage of your case for me to pinpoint what costs and expenses will have to be incurred, and in what amount, in order to bring the matter to a satisfactory conclusion. Ultimately, your costs and expenses will be affected by the extent to which new issues surface as your case progresses and, of course, by each side's attitude toward discovery and settlement.

You have authorized me to incur on your behalf, without your prior approval, any individual cost or expense up to a maximum of \$ _____. I will consult with you before incurring any costs and expenses in excess of that amount.

All costs and expenses not remitted directly to you for payment will be billed to you on a monthly basis and are to be paid promptly upon receipt of each month's statement (paragraph 6 below). In the event significant costs and expenses are anticipated (e.g., expenses incurred for the taking of depositions), you have agreed to *advance* those sums to me or, if required, to the persons providing the services.

5. Expert Consultant/Witness Fees: Fees for appraisers, accountants, actuaries, vocational counselors, mental health professionals, child custody evaluators, investigators and any other expert consultants/witnesses whose services are or may become necessary in this proceeding are not covered by this Agreement. Any such services will be rendered to you pursuant to separate and independent fee agreements

6. Billing Method/Payment/Crediting Attorney Fees and Costs Awards: I will send you monthly statements describing the legal services rendered by my office on your behalf, and any associated costs and expenses not remitted directly to you for payment. The balance shown is payable by you upon receipt of each such statement.

Although I will be mailing you a statement for fees and costs/expenses on a monthly basis, you also may request such a statement at intervals of not less than thirty (30) days. Upon your request, I will provide you with a statement within ten (10) days.

The Court may, in its discretion, order your spouse to pay all or a portion of your reasonable attorney fees and costs/expenses. (Conversely, the Court could order you to pay all or a portion of your spouse's reasonable attorney fees and costs/expenses.) Any sums ordered and received by me on your behalf will be credited against the legal fees and costs/expenses you are obligated to pay me. However, despite such an order, the ultimate responsibility for payment of your fees and costs/expenses remains your individual liability. Moreover, should it become necessary for me to expend time collecting court-ordered fees and costs/expenses from your spouse, that time will be billed to your account.

7. Billing Disputes: I do not expect you to pay for services you do not understand or for incorrect charges. Therefore, it is imperative we resolve any billing issues immediately. Any dispute you may have concerning any statement or item thereon must be presented to me in writing within thirty (30) days of receipt of the statement; otherwise, the statement will be presumed to be correct.

8. Past-Due Account; Prevailing Party Fees and Court Costs: If any statement for fees and/or costs and expenses remains unpaid for more than thirty (30) days after it is mailed to you, a finance charge, calculated at the rate of _____% per annum, may be added to your unpaid balance at my discretion. Should it become necessary to commence legal proceedings to collect any fees and/or costs and expenses due me pursuant to this Agreement, the prevailing party shall recover all attorney fees and court costs incurred in that matter.

9. Attorney Lien: My firm and/or I shall have a lien upon any money or property awarded or payable to you in this case, whether by judgment, settlement or otherwise, as security for the payment of fees and costs/expenses due me under this Agreement. This means if any billing dispute should arise between us during the course of this action, until such dispute is resolved, the lien could delay payment to you or receipt by you of some or all of the money or property awarded or made payable to you.

[FORM 1:14]

You may seek the advice of an independent lawyer of your choice about the above lien provision and its consequences. By signing this Agreement and placing your initials here [], you acknowledge you have been advised of the terms of this lien provision and of your right to consult independent counsel, you have been given a reasonable opportunity to seek such advice, and that thereafter you gave your consent to the lien.

10. Arbitration of Disputes: You have the right to submit any fees and/or costs/expenses disputes arising under this Agreement to arbitration under the California State Bar arbitration program pursuant to Business and Professions Code §6200 et seq. Any other dispute arising under this Agreement including, but not limited to, claims for negligence, breach of contract or breach of fiduciary duty, must be resolved by binding arbitration in accordance with the rules of _____ (*insert arbitration provider*). Your initials here [] signify your understanding and acknowledgment that by agreeing to binding arbitration you waive your right to a trial of the dispute(s) by judge or jury and to normal discovery and a right of appeal. Your initials here [] signify your understanding and acknowledgment that before signing this Agreement and consenting to binding arbitration, you were given a reasonable opportunity to seek the advice of independent counsel.

11. Results/Total Fee: At all times I will keep you advised as to the status of your case and seek results legally in your best interests. However, you acknowledge I have made no guarantees regarding the disposition or results of any phase of this matter and that all representations relating thereto are only my professional opinion. You also acknowledge that your total fees and costs/expenses liability under this Agreement cannot be predicted or estimated at this time because we do not yet know how your spouse will proceed in this matter.

12. Division of Attorney-Client Authority: I reserve the right to make tactical and procedural decisions concerning, among other things, the time and place of discovery, scheduling of court hearings and the pursuit of settlement negotiations. Nonetheless, your final approval is required for any settlement affecting your rights and obligations or any contested issue in this case.

13. Attorney Discharge: You may discharge me at any time by written notice. Following my receipt of such notice, and unless we otherwise specifically agree, I will provide you with no further legal services and advance no further costs on your behalf.

14. Attorney Withdrawal: I may withdraw from representing you with your consent or for sufficient reason. Examples of “sufficient reason” include (a) your breach of this Agreement, including your failure to promptly pay my fees and costs; (b) your failure to cooperate, making it unreasonably difficult for me to carry out my employment effectively; and (c) any other fact or circumstance that would render my continued representation unlawful or unethical, or that would permit me to withdraw for good cause pursuant to the California Rules of Professional Conduct.

Notwithstanding my withdrawal for “sufficient reason” (or your discharge of me, as more fully set forth at paragraph 13, above), you remain obligated to pay my reasonable fees and costs/expenses incurred in this matter.

15. Your File: If you do not request return of your file upon the conclusion of this marital dissolution action, my firm will retain the file for a period of five

(5) years, after which I may have your file destroyed. If you wish to have your file maintained by my firm beyond five (5) years following the conclusion of this matter, separate arrangements must be made.

If at any time prior to conclusion of the five- (5-) year period described above, you wish me to transfer possession of your file to you or a third party, you must make the request in writing and you or the third party must acknowledge receipt of the file in writing. I am authorized to retain a copy of your file for my use at your expense. Your file includes your “materials and property” as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

16. Entire Agreement: This letter sets forth our entire Agreement concerning the legal services you have engaged my firm to provide and replaces any prior understanding or arrangements between us. Any modification or additions to this Agreement must be agreed to by us in writing.

17. Choice of Law: This Agreement shall be governed by and construed under the laws of the State of California.

18. [IF APPLICABLE] Professional Liability Insurance: Pursuant to Rule 1.4.2 of the California Rules of Professional Conduct, this law firm informs you that it does not carry professional liability insurance.

If you understand and agree to the terms set forth above, please sign the original of this Agreement and return it to my office at your earliest convenience. The enclosed copy is for your files.

I look forward to working with you. Please do not hesitate to contact me concerning any questions you may have and issues as they arise.

Very truly yours,

JERRY GOODMAN

jg:lla
Enclosure

CLIENT ACKNOWLEDGMENT

I HAVE READ AND I UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. I ACCEPT THE AGREEMENT THIS DATE

Dated: _____

GEORGE JOHNSON