

Alicia I. Dearn
Dearn Law Group
13223 Black Mountain Road, Suite 314
San Diego, CA 92129
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Alicia I. Dearn (“Attorney”) and **John Doe** (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

- 1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the fee deposit called for under Paragraph 4.
- 2. SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the matter of drafting a demand letter to Client’s creditor, Dead Beat, demanding that Dead Beat comply with the contract between Client and Dead Beat dated November 20, 2009. The services shall include review of any response by Dead Beat by letter or telephone. Legal services are limited to these described services. Any additional legal services shall require an additional written fee agreement.
- 3. CLIENT’S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
- 4. ATTORNEY’S FEE.** Client agrees to pay a flat fee of \$250.00 for Attorney’s services under this Agreement. Attorney shall have no obligation to provide services to Client until the fixed fee is paid in full. Unless Attorney withdraws before the completion of the services or otherwise fails to perform services contemplated under this Agreement, the fixed fee will be earned in full and no portion of it will be refunded once any material services have been performed.
- 5. COSTS AND OTHER CHARGES.** Attorney anticipates the payment of printing, copying and postage costs in connection with the small claims appeal, such as in printing the brief and copying exhibits. Attorney will not charge Client for any of these costs. If additional costs arise, Attorney will inform Client in writing and receive Client permission before incurring and billing those costs or other charges.
- 6. BILLING STATEMENTS.** Attorney will send Client periodic statements for any costs incurred. No statement will be mailed for the fees, which are due in full upon signing this Agreement and before services of Attorney commence.

Any billing statements will be payable within 14 days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client requests, Attorney will provide a billing statement within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the costs, and the costs will be clearly identified by item and amount. If a billing statement is not paid when due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid.

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

8. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

12. EFFECTIVE DATE. This Agreement will govern the legal services performed by Attorney on behalf of Client as described above, only. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: November 20, 2009

Alicia I. Dearn

DATED: November ____, 2009

John Doe