

**Law Office of Walter Wm. Hofheinz**

Attorneys • Counselors • Mediators

Walter Wm. Hofheinz  
Board Certified,  
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Texas Board of Legal Specialization

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Sunday, January 7, 2001

Client Name  
Client Address  
Client City, State ZIP

**Re: Description of Matter**

Dear Client:

I enjoyed visiting with you on XXX. I wanted to confirm and summarize our conversation, particularly regarding the alternatives ways in which we discussed you might proceed, and the basis upon which I would accept representation of you in this matter.

(A detail statement of facts as related by client, and recommendations on how to proceed.) Please note that since these recommendation are based on the facts currently known to us, additional facts may emerge during representation, and our evaluation and recommendations may change.

Should you choose to retain us in this matter, our fee would be computed on an hourly basis at my customary hourly rate, which is currently \$325.00 per hour. When appropriate, the firm utilizes other attorneys, legal assistants, and technical support staff billed at a different rate to minimize the overall cost of representation. My estimate of the likely total fee, based on the facts you presented to me during our conversation, is \$XXX, plus estimated expenses of \$XXX. Please note that this is simply an estimate, and that the actual fee and expenses may vary substantially based on developments in the case. Before accepting representation, I would require a non-refundable deposit against fees of \$XXX, to be applied against hourly fees as they accrue; any fees in excess of that amount would be billed and payable on a monthly basis.

Invoiced amounts are due upon receipt, and are subject to a 10% account processing charge if payment is not received within ten days of the billing date. Should I not be paid as agreed, I retain the right to withdraw from representation. My fee does not include out-of-pocket expenses, such as filing fees, substantial photocopying, and travel outside of Dallas environs.

Regardless of whether you choose me or another attorney to perform the work, I strongly encourage you to act promptly in accord with the recommendations

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discussed above, or those of other counsel you choose. Delay may adversely affect you legal rights. As we discussed, however, I will take no action on your behalf until I am retained to represent you in this matter, if you choose to do so. If you do choose to engage my services, please return one signed copy of this letter to me in the enclosed envelope with a check in the amount of the required non-refundable deposit.

Thank you for the opportunity to be of service. If you have any questions, or I may be of further assistance, please contact me.

Respectfully,

Walter Wm. Hofheinz

The foregoing letter correctly sets out the terms of our agreement. I engage the Law Office of Walter Wm. Hofheinz to represent me.

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Client Name