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VIA E-MAIL

[Date]

**CONFIDENTIAL COMMUNICATION
PROTECTED BY ATTORNEY-CLIENT PRIVILEGE**

[Addressee]

Re: Enrollment in Pre-Paid Aviation Counsel Program

SAMPLE ONLY. NO ATTORNEY-CLIENT RELATIONSHIP IS FORMED UNTIL THE PROSPECTIVE ENROLLEE IS PROVIDED WITH A CUSTOMIZED ENGAGEMENT LETTER, EXECUTES IT AND RETURNS IT WITH THE REQUIRED FEE

ENGAGEMENT LETTER

Dear [Prospective Client]:

It will be a privilege for me to serve as legal counsel for [you] [company name] under my Pre-Paid Aviation Counsel Program (the "Program"). For a full explanation of the Program's services, limitations and terms, please visit the portion of my website dealing with the Program at www.douggriffithlaw.com. This Engagement Letter confirms the arrangement upon my receipt the agreed-upon fee, and sets forth its core terms.

I. Scope of Representation

A. Subject Matter

I agree to provide legal advice and, to a limited extent, legal representation in judicial and regulatory proceedings, to the full extent of my qualification to do so under the Rules of Professional Conduct governing attorneys practicing law in the State of California and, in the case of clients in other states, under such rules as govern the practice of law in the applicable state. Specific subject matters which fall outside the scope of the Program include tax law, intellectual property law, criminal law, and estate planning law. Additionally, while I will provide assistance on any matter for which I am qualified, I reserve the right to, and will, decline to provide advice and representation concerning subject matters that are not within my realm of expertise. My expertise is in aviation law and those legal areas that members of the aviation industry typically encounter, including but not limited to accident liability and risk management, FAA regulatory issues and enforcement actions, vendor and customer transactions and aircraft purchase/sale transactions, and corporate structuring. You understand that a general retention such as that embodied by the Program cannot possibly cover all types of legal matters that can potentially arise, and that you have no expectation that I will be able to provide advice or representation

beyond those categories of expertise described above and in the website materials. I will, however, in every instance where assistance is desired in an area not covered by the Program or with which I am otherwise unable to assist, use best efforts on your behalf to connect you with competent counsel to handle your issue pursuant to such separate arrangement as you and said counsel might reach.

B. Excludes Formal Proceedings

The scope of legal services under the Program includes *advice and assistance* regarding existing, contemplated or threatened litigation, FAA enforcement actions, and other formal proceedings. However, actual representation in such proceedings is generally outside the scope of the Program due to the time and expense typically entailed, and will have to be the subject of a separate engagement.

C. Potential Conflicts of Interest

It is possible that during the course of your enrollment in the Program, you will request assistance with a matter as to which I am precluded from involvement due to a conflict of interest. For example, if you become involved in a dispute with another client of mine, I will not be able to advise either you or the other client concerning the matter unless each of you consents. For this reason, if you know now that one of the matters as to which you would like assistance through the Program is an issue involving a known person or company, you should inform me of that person or company's identity so that I can tell you, before you enroll in the Program, whether a conflict might prevent me from assisting you on that issue.

II. Fixed Fee Arrangement

A. Amount

The one-time fee for my services under the Program will be \$ __[\$750 for private individuals, \$2,500 for small businesses, \$4,500 for medium businesses] (the "Fixed Fee"), payable in full upon returning this executed agreement. Upon payment of the Fixed Fee and entering into this agreement, you shall become entitled to the legal services of the Program for a period of one year except as provided immediately below.

B. Cap on Services

There shall be a ceiling, or cap, on the extent of services available under the Program, set at [10 hours for individuals, 20 hours for small businesses, 25 hours for medium businesses] during the annual enrollment period. At any time you may request a statement showing the number of hours expended and remaining on your account.

C. Fee Deemed Fully Earned Upon Payment

The Fixed Fee shall be deemed fully earned by me upon its payment, regardless of the number of available hours actually utilized throughout the one year. There will be no entitlement to reimbursement of any portion of the Fixed Fee based on nonutilization or underutilization of the Program.

D. Expenses Not Included

In the course of providing services under the Program, it may be necessary for me to incur, with your advance consent, certain costs, for example, express mail charges, government fees for obtaining official records, and high-volume document reproduction. Such costs are not covered by the Program and will be billed to you separately. Also subject to your consent on a case-by-case basis, I may contract with outside persons, including experts and consultants, to assist me as necessary in providing services under the Program. In some cases, I may need to arrange to forward their invoices to you for direct payment.

III. Retention/Destruction of Client Files

It is agreed that I will only retain your files for five years following the conclusion of this matter, and duplicate or unimportant materials may be disposed of sooner. By signing this letter you consent to the destruction of all items after five years from the conclusion of the matter. Of course, upon request I will be happy to deliver the files back to you at any time prior to the expiration of the five-year period.

IV. Resolution of Any Disagreements

The attorney-client relationship is one of mutual trust and confidence. I therefore encourage you to raise any questions you may have about my services at any time. If we disagree on any issue, we will try to resolve the differences informally. You have the right under California law to request arbitration of any fee dispute we cannot resolve informally. I agree to participate fully in that process. You in turn agree that any arbitration or litigation of a dispute arising out of my services will be governed by California law, and that any such disagreement will be resolved by arbitration in Los Angeles, California or in the state or federal courts of Los Angeles, California.

If you agree and consent to the foregoing conditions, terms and guidelines, please sign, date and return this letter to me, along with your check for the above-specified amount made payable to the Law Office of Doug Griffith.

I very much appreciate the confidence you have displayed in me by enrolling in the Program and look forward to assisting you as your needs arise.

Very truly yours,

Doug Griffith
LAW OFFICE OF DOUG GRIFFITH

AGREED

Dated: _____

[Name] _____