

# David E. Shell

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Lori Carter  
Legal Assistant

Dear Client

You have asked us to handle an eviction for you. As in any case, we can never guarantee or warrant any particular outcome. While we like to do work as soon as possible, sometimes it is not possible to provide instant service and we cannot promise any particular date(s) or time periods. Our goal is generally eviction not collection and we may waive monetary sums in our discretion in order to accomplish that goal.

You understand that our fees are as follows: \$75.00 for new client (covering opening file, consultation, and general information), \$50.00 for a routine 3 day, 30 day, 60 day, or combination notice and \$350.00 for an uncontested Unlawful Detainer. Extra charges are made if further consultation time is necessary or if extra time is required (such as negotiating a difficult case) or if HUD or a mobile home is involved. (HUD notices/mobile home notices are generally charged at \$75.00 each.) If the case is contested, we must charge extra at our normal hourly rates (presently \$200.00 per hour for attorney time/\$65.00 for legal assistant time) for all Trial preparation, discovery and other work which is not normally done in an uncontested case and \$250.00 per hour for trial time, with a minimum increased charge of \$150.00.

In addition to attorney fees, it is necessary for you to pay all costs which are presently: \$240.00 court filing fee, \$45.00 per person for registered process server in the Ukiah/Willits area, \$20.00 if necessary to request a Court Order to serve by posting, \$25.00 for issuance of a Writ for Possession, and \$125.00 for the Sheriff or Marshal to do the actual eviction. You will need to pay me these costs in advance for each eviction case we handle for you.

Even though you may have a contract with an "attorney fee" provision, that does not mean that the Judge will award you attorney fees or a sufficient sum for attorney fees or that you will ever collect such fees. Accordingly, you must pay me without expecting to receive anything from the defendant. If you do obtain an order for fees greater than the amount we have charged you, the excess belongs to the attorney.

If you do want us to institute collection measures after judgment, we charge extra for such work. We will expect you to provide us with information as to what asset you wish to execute on (such as place of employment to garnish wages, etc.). We do not make post-judgment collection efforts unless you specifically instruct us as to exactly what to do and arrange to pay any necessary costs/fees. Judgments for money expire after 10 years unless you arrange to renew them in advance. We may destroy your file 10 years after Judgment unless you instruct us otherwise in writing.

When we do collect money for you, we reserve the right to charge such funds for our services and expenses prior to transmitting the net proceeds to you. We also charge a small transmittal fee, presently \$5.00.

This letter will serve to cover our agreement as to fees for this case and also any subsequent case(s) you may ask us to handle unless a change is communicated in writing.

Thank you for the opportunity to serve you.

Sincerely,

David E. Shell

I have read, understand and agree to the above.

Dated:

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