

[LETTERHEAD OF LAW FIRM, CORPORATION OR INDIVIDUAL]

[Date]

[name of Client]

[address]

Dear [name of Client]:

This letter sets forth our agreement concerning the legal assistance to be rendered to you. Because of the unique circumstances giving rise to your need for assistance, we would like to inform you of the types of services we will attempt to provide to you, and what types of services we will not be able to provide to you.

In this letter, the “Lawyer” refers to [name of individual lawyer] and other lawyers at [name of law firm or corporation] who may provide assistance to you on the matters described below. The “Client” refers to you, as well as your immediate relatives who share your interests in these matters.

A. Scope of Representation and Assistance

Subject to the limitations below, the Lawyer agrees to give the Client legal assistance concerning matters arising from Hurricane Katrina and its aftermath (“Hurricane Katrina”). That assistance may include an overall assessment of the Client’s legal needs arising from Hurricane Katrina and specific matters relating to, for example, governmental benefits; housing; insurance; loss of income or business; and immigration.

Lawyer will not represent the Client in any lawsuits arising from Hurricane Katrina, including, for example, personal injury or wrongful death lawsuits, unless we otherwise agree in writing.

The Lawyer reserves the right at any time to limit the scope of the legal assistance provided to the Client and to decline to assist the Client with respect to certain matters. The Lawyer is reserving these rights, because (1) the Lawyer is not admitted to practice law in Florida, Alabama, Louisiana, Mississippi, or Texas (collectively, the “affected states”); (2) the extent of the Client’s legal needs are unknown at this time; (3) the possibility that the Lawyer may not have sufficient expertise to provide assistance to the Client on a particular matter; (4) the possibility that the Lawyer will not have adequate and reasonably available resources to assist the client in a particular matter; and (5) to avoid the possibility that the Lawyer may need to withdraw due to a conflict of interest, as described below.

B. Referrals and the Assistance of Other Lawyers

If the Lawyer limits the scope of representation or declines to represent or assist the Client in connection with any matters arising from Hurricane Katrina, the Lawyer will (1) inform the Client of the matters on which the Lawyer is unable or unwilling to represent or assist the Client; and (2) to the extent feasible, refer the Client to either (a) the ABA approved legal referral services of the Client's home state, or (b) another lawyer who may be able to represent and assist the Client in connection with the matter.

The Lawyer may also ask one or more lawyers at another law firm or corporation for assistance in providing legal representation to the Client. Prior to making such a request to another lawyer, the Lawyer will consult with and obtain the consent of the Client.

C. Attorneys' Fees

The Lawyer will not accept or receive from the Client any attorneys' fees, either directly or on a contingency basis, for legal assistance provided under this letter.

D. Advantages and Disadvantages of Scope of Representation

The advantages to the Client of the arrangements set forth in this letter may include (1) the receipt of legal services and other assistance without payment of attorneys' fees; (2) an overall assessment and consideration of the Client's legal needs arising from Hurricane Katrina; and (3) competent representation by the Lawyer or reference by the Lawyer to other competent lawyers concerning these matters.

The disadvantages to the Client may include (1) that the Lawyer may decline to assist the Client on a particular matter, causing inconvenience and inefficiency for the Client; (2) the Lawyer may need to withdraw from representation of the Client due to a conflict of interest, as described below; and (3) the Lawyer is not admitted to practice in the Client's home state.

E. Conflicts of Interest

The Lawyer and [his/her] law firm represent many other clients on numerous types of issues, including, for example, insurance companies, banking institutions, employers and governmental entities. Under the ethical rules governing the legal profession, lawyers and their law firms are not permitted to represent a client whose interests in a matter are materially adverse to the interests of another client of the Lawyer or the Lawyer's law firm. Depending on the circumstances, a lawyer may be required to withdraw, or may be disqualified, from representing one or both clients if such a conflict of interest arises.

The Lawyer agrees to inform the Client promptly of any actual or potential conflicts of interest [he/she] becomes aware of that might prevent the Lawyer from representing or assisting the Client on a matter arising from Hurricane Katrina. In the event that a conflict of interest were to arise, the Client agrees that the Lawyer may withdraw from representing or assisting the Client on any matter where such a conflict of interest may be present, and the Client agrees that the Lawyer's representation of the Client shall not be asserted as a basis to disqualify the Lawyer or the Lawyer's law firm from continuing to represent another client.

F. Confidentiality

The Lawyer agrees to protect the confidentiality of information and documents that you provide to us in the course of this representation. To assist us in preserving the attorney-client privilege and other protections that may apply, such communications and documents should be shared with no one except as we may otherwise advise you. The Lawyer will maintain all documents given to [him/her] by the Client and, at the conclusion of the representation, either return the documents to the Client or destroy them, according to the instructions of the Client.

G. Cooperation

In order to enable us to effectively render assistance to you in this matter, you have agreed to disclose fully and accurately all relevant facts and to keep us apprised of all developments relating to our representation.

H. Termination

The Client may terminate this agreement and the arrangements described in this letter at any time. The Lawyer reserves the right to withdraw from representing you, subject to the ethical restrictions imposed upon us by the applicable Code of Professional Responsibility. If the relationship is terminated, the Lawyer agrees to continue to keep confidential all confidential or privileged documents and information provided by the Client, except as provided by law.

H. Client's Rights and Responsibilities

I am attaching a copy of the Statement of Clients' Rights, adopted by the New York Courts, and a copy of the Statement of Clients Responsibilities, adopted by the New York State Bar Association. Please don't hesitate to ask if you have any questions about these or any other matters addressed in this letter.

We look forward to serving you.

Very truly yours,

[name of Lawyer]

I have read this letter in its entirety
and agree to its terms.

[name of Client]

Date: