

# MENSAH LAW OFFICE

A PROFESSIONAL LIMITED LIABILITY COMPANY  
5335 WISCONSIN AVENUE, N.W., SUITE 440  
WASHINGTON, D.C. 20015

**TONY MENSAH**  
Member

Direct Dial: 202.895.1510  
E-mail:tmensah@mensahlaw.com

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VIA ELECTRONIC MAIL:

**Re: Engagement Letter Re: Complex Estate Plan**

Dear \_\_\_\_\_

This engagement letter describes the services (“Services”) that **Mensah Law Office, PLLC (the “Firm”)** will provide to \_\_\_\_\_ (the “Client”) in preparing the Client’s estate plan.

This letter details the general terms of the engagement of the Firm’s legal services. Accordingly, the Firm submits for the Client’s approval the following provisions governing the engagement.

**SCOPE AND SERVICES:** After obtaining a signed Engagement Letter and the Fee Payment from the Client the Firm’s work shall include the following:

1. The Firm will draft a will, complex trusts, living will, durable power of attorney and any other documents deemed necessary for the Client.
2. The Firm will provide the Client with a free one-hour initial consultation to review and explain the goals of the estate plan and to address any other issues the Client may have with the estate plan.
3. In order to render these services effectively, the Client has agreed to disclose fully and accurately all facts and has agreed to keep the Firm apprised of all developments relating to this matter. The Client has agreed to cooperate fully with Firm, to assist the Firm as much the Firm believes is necessary, and to be available to attend

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- meetings, and to answer any questions that the Firm has related to preparing the Client's estate plan.
4. The Firm does not promise any results to the Client. The Firm seeks to meet its obligations to the Client by using the legal expertise of its Partner combined with estate drafting materials to prepare the Client's will complex trusts, living will, durable power of attorney and any other documents deemed necessary.

**FEES:** Billable Hour Fees with a Client Retainer of \$5,000.00.

Tony Mensah billing rate - \$300.00 per hour

Client agrees to pay Firm an initial retainer of \$5,000.00 before the Firm begins work on this matter (the "Initial Retainer Fee"). Firm will apply funds from this amount to the fees and expenses incurred on Client's behalf. All services provided to the client will be billed at an hourly rate of \$300.00 per hour. The Client agrees that the Firm may use others who may assist in this representation. The Firm's current hourly rates range from \$300.00 - \$250.00, and \$150.00 for paralegals / law clerks. If the Initial Retainer Fee falls significantly below \$0.00, Firm may request that Client promptly replenish this advance up to \$5,000.00, if necessary.

Client hereby acknowledges that the foregoing fee arrangement is not set by law, but is negotiable, and has been negotiated, between and amongst the parties.

Finally, the Firm makes reasonable efforts to send our billable hour totals to the Client, via email or first class mail, once a month.

**EXPENSES:** Client agrees to pay all expenses related to the agreed upon services. Such costs and expenses may include, but are not limited to, investigators, witnesses, consultants, court reporters, photocopying, delivery and messenger services, computerized research, travel (including mileage, parking, and ground transportation), long-distance telephone calls,

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facsimiles, word processing, and filing fees. Expense will be paid from the client retainer fee and will be billed distinct from the Firm's hourly fees.

**DISPUTES:** Questions as to the fee amount on a bill shall be brought to the attention of the Firm, in writing, within seven (7) days of receipt of the bill; otherwise the bill will be presumed to be correct. In the event a dispute arises between the Client and Firm relating to the Client's fees, the Client may have the right to arbitration of the dispute pursuant to the State of New York's Fee Dispute Resolution Program or the Equivalent program in the District of Columbia or Maryland. The Firm will provide the Client with the necessary information concerning this program at the Client's request.

**TERMINATION:** Either party may terminate this contract at any time by notifying the other party in writing. In the event the Firm's representation is terminated by either party, the Client agrees that the Client will be responsible for any and all charges incurred in connection with the Firm's representation of the Client up to the date of said termination, including any costs necessary to properly transfer the Client's files and information to a new attorney or representative. If the Firm elects to withdraw, the Client will take all steps necessary to free the Firm of any obligation to perform future services, including the execution of any documents necessary to complete the Firm's withdrawal.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties hereto pertaining to the rendition of the aforementioned services by the Firm to Client. Any prior understanding or representations of any kind preceding the date of this agreement shall not be binding on either party to this agreement. This agreement may be altered or amended only by an instrument in writing signed by the parties hereto. The Firm explicitly reserves the right to terminate the relationship with Client if Client misrepresents or fails to disclose material facts, fails to meet deadlines, fails to pay fees and expenses or for conduct making it unreasonably difficult or unethical to represent Client or for any other just cause.

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**CLOSING PROVISION:** If the Client agrees with the Scope of the Services and the engagement arrangement, please acknowledge this by signing the enclosed copy of this letter and return it to the Firm's attention. Should you have any questions regarding the foregoing or any other matter, please feel free to contact the Firm.

Very truly yours,

Mensah Law Office, PLLC

By:           /s/ Tony Mensah            
Tony Mensah, Esq.

**READ, APPROVED AND ACCEPTED:**

\_\_\_\_\_ **(Electronic Signature here)**  
[Click here to print full name.](#)

\_\_\_\_\_ **(Enter date here)**  
Date