

**DIANE T. LETARTE, M.B.A., LL.M.**

*ATTORNEY AT LAW*

ADMITTED IN CALIFORNIA, FLORIDA AND IN WASHINGTON D.C.

**STATE COURT APPEAL**  
**RETAINER AGREEMENT**

1. **Identification of Parties.** This Agreement, executed in duplicate (with each party receiving an executed original), is made between Diane T. Letarte, hereinafter referred to as "Lawyer," and \_\_\_\_\_, hereinafter referred to as "Client."

2. **Legal Services to be Provided.** The legal services to be provided by Lawyer to Client relating to Lawyer's representation of Client is a State Court Appeal of a Lifer Parole Suitability Administrative Hearing conducted in the California Department of Correction & Rehabilitation (CDCR) on or about \_\_\_\_\_(date).

- a. Counseling and planning,
- b. Obtain Documents, Interview Witnesses, Review Abstract(s) of Judgement and Minute Orders
- c. Review file, Investigation, Research, Arrange File,
- d. Prepare for Meeting with Client, Interview Client.
- e. Review Parole Plans presented at Parole Hearing
- f. Review Psychiatric Report(s) presented at Parole Hearing
- g. Review Board Report(s) presented at Parole Hearing
- h. Review Hearing transcript and recommendations
- i. Review Institutional Behavior documentation
- j. Prepare State Court documentation necessary for the Appeal from The Parole Board Decision
- k. Filing of initial Petition Writ to Superior Court and subsequent Appeals in State Court and possibly a Petition to Review at the Ca Supreme Court to Exhaust all the State remedies.

3. **Legal Services Specifically Excluded.** Legal services that are not to be provided by Lawyer under this Agreement specifically include, but are not limited to, the following:

- a. Any Federal Court Appeals,
- b. Any En Banc reviews.

If Client wishes that Lawyer provide any legal services not to be provided under this Agreement, a separate written agreement between Lawyer and Client will be required and executed.

**4. Responsibilities of Lawyer and Client.**

a. Lawyer will perform the legal services called for under paragraph 2 of this Agreement, keep Client informed of progress and developments and respond promptly to Client's inquiries and communications.

b. Client agrees to provide Lawyer honest, accurate and complete information to insure the accuracy and completeness of the Parole Hearing Appeal. Client will be truthful and cooperative with Lawyer; keep Lawyer reasonably informed of developments and of Client's change of address, and whereabouts;

**5. Withdrawal.** Client understands that Lawyer has the right to withdraw from further representation of Client in the event that timely payments are not made on account of statements for services rendered; Client's breach of this Agreement; Client's refusal to cooperate with Lawyer, or Client's refusal to follow Lawyer's advice on a material matter or any other fact or circumstance that would render Lawyer's continuing representation unlawful or unethical.

**6. Termination.** Client may terminate Lawyer's employment at any time. Lawyer shall be automatically terminated and relieved of further obligation when Client's Parole Hearing State Appeal remedies have been exhausted. Also, if Client substitutes another attorney in place and stead of Lawyer, then Lawyer's services are terminated upon the date of such substitution.

**7. Hourly Rate and Association.** Lawyer's current reduced hourly rate is \$250.00. Lawyer can associate with other attorneys and paralegal(s) to execute this service.

**8. Attorney's Fees and Costs.** Client agrees to pay Lawyer the flat fee sum of ten thousand dollars [\$10,000] for the attorney's fees for the above described legal services to be provided under this Agreement. The attorney reserves the right to delay the filing of the Appeal until the fees have been substantially paid.

Reasonable regular operating and Court filing Costs incurred directly related to the above legal services is included in this agreement.

9. **NO GUARANTEE of case outcome.** Lawyer does not guarantee any specific outcome of the Parole Suitability Hearing Appeal. Lawyer negotiates and assists in formulating a plan of action but Lawyer does not have final unilateral decision on the outcome. Other parties have opposing interest such as the People of California, represented by the District Attorney's office and/or the Attorney General.

10. **Effective Date of Agreement.** The effective date of this Agreement will be the date when it is executed by the second of the parties to do so and full retainer has been received.

**Client Authorizes** Lawyer to discuss all matter with Client's family members for preparation of the Appeal and any additional documentation needed on this matter.

The foregoing is agreed to.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CLIENT:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Diane T. Letarte  
Attorney at Law

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