

March 25, 1994

Re:

Dear

We are pleased to accept the opportunity to represent you with regard to the above-referenced appeal. The purpose of this letter is to set forth the basic terms upon which we will represent you, including the anticipated scope of our services and the nature of our pro bono representation.

1. Scope of Engagement. The undersigned have been appointed as pro bono counsel by the United States Court of Appeals for the Ninth Circuit (the "Court") to represent you in the above referenced appeal. Our appointment is limited and includes only the handling of this appeal and the drafting of a petition for rehearing if requested by you, but does not include the preparation and filing of a petition for certiorari in the Supreme Court or any other proceedings in any other court.

2. Pro bono Representation. Please be advised that we are representing you as participants in the Court's pro bono project. We will seek reimbursement from the Court for reasonable and necessary costs incurred in our representation of you in the appeal. In addition, we may seek an award of statutory attorney's fees from appellees if appropriate. You will not be responsible for any attorney's fees or costs incurred in our representation of you.

3. Errors and Omissions Coverage. Under California law, all lawyers are required to advise their clients whether they maintain errors and omissions insurance coverage applicable to the services to be rendered. We confirm that we do maintain such insurance coverage applicable to the services which we anticipate rendering in connection with this matter.

4. Other Issues. For all engagements undertaken by our firm, our firm performs a conflict check, i.e., a review of its records to determine whether or not the firm is currently involved in the engagement. We have performed the requisite conflict check and wish to advise you of its results. The check revealed that a former principal of our law firm, while still a principal of our firm, filled out paperwork on February 24, 1990, indicating that he would be representing the management of ABC Corp. in conjunction with a corporate acquisition. Our records indicate that such representation was never undertaken. We do not believe that a conflict of interest exists with regard to our representation of you in this matter; however, we make the foregoing disclosure so that you may have all relevant facts before you in determining whether or not to go forward with this engagement. Should we learn any additional information that leads us to believe that a potential or actual conflict of interest does exist, we will of course inform you promptly of that fact in writing.

For best results, we look forward to a high degree of cooperation from you. Although we will endeavor to achieve a satisfactory result and to keep you apprised of the status of

these matters, no guarantees of any kind can be made concerning the outcome of any litigation, or of any other legal services in which the voluntary consent or action of another party is involved.

While we would prefer to confirm the terms of our engagement by a less formal method than a written letter such as this, in certain instances attorneys are required by California law or firm policy to memorialize these matters in writing. Accordingly, we ask that you review this letter carefully and, if it is acceptable to you, please so indicate by returning a signed copy at your earliest convenience. Enclosed is an additional copy of this letter for your files.

We look forward to working with you on this engagement. Please do not hesitate to call either of us if you have any questions.

Very truly yours,

ACCEPTED AND AGREED:

Dated: _____