

December 19, 2002

PERSONAL & CONFIDENTIAL

Re: **Marriage of**

Dear

Our retainer agreement, which you are signing, contains many important provisions. However, there is one provision in particular that we would like to call your attention to and explain in greater detail.

One paragraph contains an arbitration clause. That clause provides that any dispute between you and us arising out of our attorney-client relationship will be resolved by arbitration, not by a judge and not by a jury. If that clause were not in our Agreement, both of us would have the right to a trial by jury in the event of any litigation between us. Both of us are giving up that right by this clause in the retainer agreement. By signing the retainer agreement, you specifically intend to waive that right.

If you do not wish to give up the right to court or jury trial in any dispute you may later have with us, please tell us promptly and do not sign the retainer agreement. You should then seek other counsel promptly.

When we say all disputes, we include claims we may have against you for fees and claims you may have against us, including, but not limited to allegations of legal malpractice, negligence, breach of contract, breach of fiduciary duty, fraud and negligent representation. It also includes any claims you may have against us regarding our fees.

You have the right to consult another attorney about the effect of signing our retainer agreement and you should not hesitate to take advantage of that right if you want to. Please take enough time to consider this Agreement and to decide whether to seek independent counsel.

Of course, we do not anticipate that either of us will ever have to invoke this clause. We have found that the best possible attorney-client relationship is established and maintained when all potential areas of conflict are explained and discussed up front.

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After deciding whether to consult independent counsel and doing so if you decide to, please sign and date this letter.

We look forward to working with you.

Yours very truly,

Peter M. Walzer

PMW:al
Enclosures

▮ received this letter and retainer agreement on _____, 2002

_____ [initials]

I have discussed this letter and our retainer agreement with independent counsel and have been advised to my satisfaction.

▮

_____ [initials]

▮ I have been advised to seek independent counsel and

have decided not to.

_____ [initials]

I HAVE READ THIS LETTER AND UNDERSTAND IT:

Dated: _____, 2002
