

## **Ghost Writers for Attorneys Agreement**

#### Overview

Legal Ghost Writers (Hereinafter "Company") provides Litigation support to solo practitioners and law firms (Hereinafter "Firm") from start to finish. Ghostwriting, in the legal context, refers to a practice where attorneys draft legal documents on behalf of an attorney or law firm. Company attorneys do not formally represent a party, use their name or bar number on court documents, appear before any court, or in any way represent Firm's client. Company's mission is to prepare legal documents for Firm so they can focus on their client's needs more efficiently and effectively without the time consuming motion and discovery work. Company will assist Firm, in the background, by providing litigation support, but Firm is in charge of their case and the strategy they employ to reach the best results for their client.

Company and Firm are <u>not</u> entering an attorney-client relationship with the either Firm or with Firm's clients. Company strictly provides litigation support and legal drafting services by and for Firm. Company <u>only</u> does work for solo practitioners and law firms and does not perform services for persons representing themselves, or non-attorney represented organizations.

Agreement		
Date		
Named Parties	CLIENT LAW FIRM NAME (Firm):  Partner/owner Signature  LEGAL GHOSTWRITER, LLC. (Company)  Management:	
Project Description	Firm will contact Company when they have a project. This contact shall be made via e-mail or telephone and will detail the necessary work. Company will perform a conflicts check. If the Company accepts the project and can assist with the requested legal work, they will give	



directions on how the Firm is to send information necessary for the project. Company then agrees to provide ghostwriting services for the Firm.

Firm must provide all necessary documents for the project before Company can commence work. Firm can provide documents through a zip file, Dropbox, or any other agreeable format. Firm agrees to respond on the same day to emails and phone calls, absent exigent circumstances or a written agreement to the contrary, for the Company to complete the work in a timely manner.

\*We reserve the right to refuse any projects or new clients. \*

# The project details are as follows:

# Please see the Specific Project Request Form (Exhibit "A") detailing each assignment and subject to this agreement.

- Company will deliver the requested and agreed upon pleadings and documents as spelled out in the *Specific Project Request Form*, which will also contain the approximate date the client shall receive the completed work.
- All documents must be sent to us **at least two (2) weeks** in advance of the due date unless otherwise specified.
- Projects that require the Company to rush a project may not be accepted or may be billed at a higher rate. If Company accepts a rush project (4 days or less notice) There will be an upfront rush fee depending on the project.

# 5. Copyright and Ownership Client Review and revisions

- Company acknowledges that all work produced under this Agreement is considered "work for hire."
- Client shall retain full copyright and ownership of the completed work.

Client must review all work completed and emailed back to them within two (2) days of receipt. If within two (2) days Client finds that there is an problem with any of the documents, Client must contact Company, and Company will work on resolving the issues. If Company is not contacted within that time, Company will assume Client accepted the work provided on the project.



#### **CONFIDENTIALITY**

The attorney agrees to maintain strict confidentiality regarding the project and any confidential information shared during the collaboration. Company shall not disclose any details of the project, law firm, or client to third parties.

### **TERMINATION**

Either party may terminate this Agreement with three (3) days written notice, client must pay in full before termination notice is accepted. Email notice is acceptable.

Upon notice of termination, Company shall deliver any completed work and invoices for services rendered up to that point. These invoices must be paid upon receipt.

#### **GOVERNING LAW**

The parties will do their best to resolve any disputes over fees by communicating their concerns and reaching a resolution. However, if there is a dispute this Agreement shall be governed by the laws of the State of California.

Payment terms		
Hourly fee	\$100 an hour (rates are subject to change at any time with three (3) days' notice).	
Deposit	\$500 deposit from each new client to commence work.	
Billing	Time will be billed at .2 increments, with enough detail that Client can use the language when billing the law firm's client.	



Alternative
Flat Fee
Program
Options

#1:

Eleven (11) hours of work (10 standard hours +1 free hour) for \$1000 this will ensure that you reserve 11 hours of work. Fee is earned upon receipt since Company will be setting aside time for your law firm.

#2:

Thirty-five (35) hours of work (30 standard hours +5 free hours) for \$3000 monthly this will ensure that you reserve eleven (11) hours of work. Fee is earned upon receipt since Company will be setting aside time for your law firm.

#3:

Sixty (60) hours of work (50 standard hours +10 free hours) for \$5000 monthly this will ensure that you reserve eleven (11) hours of work. Fee is earned upon receipt since Company will be setting aside time for your law firm.

## Due Date of Invoices

Invoices will be emailed to a designated person in Client's office and payment will be due within seven (7) calendar days of receipt of the invoice. Please provide the information of the designated person:

Name:	Email:

#### Methods

of

Payment

PayPal:

Zelle:

Wire funds:

#### **Services**

Services include, but not limited to (see Attachment "B" for some samples of specific services):

1. Document review- summarize depositions, summarize medical records, etc;



- 2. Discovery propounding and responding to discovery;
- 3. Motions;
- 4. Pleadings;
- 5. Draft and review agreements and contracts;
- 6. Assisting with trial preparation;
- 7. Prepare employee handbooks;

I agree to the terms and conditions of this agreement:

CLIENT LAW FIRM NAME (Client):		
Partner/owner Signature	Date:	
LEGAL GHOSTWRITER, LLC. (Company)		
Management:	Date:	



# EXHIBIT A Ghost Writers for Attorneys Specific Project Request Form

Law Firm.	-	
Phone		
Email		
Owners N	ame	
Contact N		
Field of Lav	<b>v</b> :	
Date		
	Description	Due
submitt ed	Description	Due Date
submitt	Description	

Project accepted date and signature:



#### **EXHIBIT B**

Services, including but not limited, to following are available:

#### **CIVIL CASES**

- 1. Complaint / Cross-complaint
- 2. Answer
- 3. Form Interrogatories
- 4. Special Interrogatories
- 5. Demand for Production of Documents.
- 6. Request for Admissions
- 7. Notice of Deposition.
- 8. Notice of Deposition with Request for Production
- 9. Subpoenas
- 10. Demurrer
- 11. Judgment on Pleadings
- 12. Opposition to Demurrer
- 13. Motion for Summary Judgment/Adjudication
- 14. Other Misc. Motions
- 15. Certificate of Compliance
- 16. Notice to Consumer
- 17. Letter to Recorder
- 18. Declaration of Custodian of Records
- 19. Lis Pendens
- 20. Transmittal Letters
- 21. Letters
- 22. Trial Documents (Jury instructions, Motions in Limine, Exhibit List, Trial Brief, etc.)

#### **FAMILY LAW CASES**

- 1. Summons, petition, Confidential Counseling Statement (Or Responsive Papers for Same).
- 2. Form Interrogatories
- 3. Special Interrogatories
- 4. Demand for Production of Documents.
- 5. Request for Admissions
- 6. Notice of Deposition.
- 7. Notice of Deposition with Request for Production
- 8. Subpoenas
- 9. Certificate of Compliance
- 10. Notice to Consumer
- 11. Letter to Recorder
- 12. Declaration of Custodian of Records
- 13. Lis Pendens
- 14. Transmittal Letters
- 15. Declarations and Disclosures
- 16. Joinder, Pension Plan and Parties
- 17. Request for Order
- 18. Letters
- 19. Trial Documents (Motions in Limine, Exhibit List, Witness List, Trial Brief, etc.)



#### **CRIMINAL CASES**

- 1. Public Records Request
- 2. Discovery request
- 3. 995 Motion
- 4. Bail Motion
- 5. Pitchess Motion
- 6. Diversion Motion
- 7. Motion to Compel
- 8. Other Motions
- 9. Letters
- 10. Trial Preparation (Exhibit list, Witness list, Jury Instructions, etc.)

#### PROBATE CASES

- 1. Petition
- 2. Response to petition
- 3. Objection
- 4. Letters

#### **ADMINISTRATIVE CASES**

- 1. Summary of documents and reports
- 2. Notice of Defense
- 3. Request for Discovery
- 4. Review or Records
- 5. Subpoenas
- 6. Letters