

## ATTACHMENT 14

# STEPHEN S. COBB

ATTORNEY AT LAW

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April 25, 2023

Client  
Address

Re: Letter of Representation - Case #

Dear Client:

By signing this agreement, you are retaining Law Office of Stephen S. Cobb, to represent you in your criminal case in Newburgh. This letter explains our services.

*Scope of Representation.* I will represent you in connection with your DWI refusal case. This will include all the legal time for this office to review your documents and evidence, meet with you to prepare for court, go to court for all appearances, communicate with the prosecutor and to consider your legal options including going to trial. If the case gets transferred to County Court in Goshen then I will continue to represent you there as well. It will not, however, include filing any appeals. If we go to trial and you need to appeal the case, or you wish to file an appeal for any other reason, then you will need to use another lawyer to assist you with the appeal.

*Your File.* Your file will consist of the documents we receive, the documents we generate, the motions we file (if any), the police affidavits, the charging documents, emails and other correspondence with the State and other parties, and any other papers or documents. We will maintain your file at our office and your file will be scanned electronically and saved on our server. If you would like a copy of your file at any time, you can contact us and we will forward it to you.

*Meetings.* Our office shall always schedule a "next appointment" with you. This means that after meeting at our office, or going to court, or talking on the phone, we will schedule a future date and time when we will meet and/or talk again either in person or by phone. After each meeting, I will either email you or write you a letter summarizing what we discussed. Generally, the purpose of the meetings will be to: 1) discuss the goals of the case; 2) review all case information including discovery; 3) discuss ways to resolve the case; 4) discuss preparation for contested matters; and 5) answer any questions you might have.

*Communication.* We can communicate by phone, text, email or letter as you prefer. If you call the office or leave a message, someone will get back in touch with you as soon as possible, but usually within one business day.

*Confidentiality.* Everything that you tell us about yourself or your case remains confidential. We will not discuss your case with any other party unless it is within our office, with the District Attorney's office, or another agency that is connected to your case unless you give us permission to do so.

*Fees.* You agree to pay a flat fee of \$750.00 for up to the first two court appearances at Newburgh City Court. In addition, we will represent you for the DMV civil refusal hearing which will take place at our office. If the work goes beyond two court appearances, then you agree to pay \$250.00 per court appearance. If there is a trial, there will be an additional fee of \$1500.00, and any out of pocket trial expenses (e.g. experts, witness fees, etc.) are billed separately.

*Expenses.* If there are any out-of-pocket expenses, then you agree to pay those expenses. Generally, we don't incur expenses unless we go to trial. In that event, there are usually costs to hire experts, pay for witnesses, and other related trial preparation costs. I will consult with you about those expenses before incurring the expense, but ultimately you will be responsible for paying them.

*Office Staff.* We have paralegals, secretaries, and other lawyers at this office. Any and all of the staff members may work on your case. Further, you authorize any lawyer in this office to make court appearances or to assist with the case at any time.

*Termination.* You may always decide to terminate our services for any reason. This office may also have reasons to terminate our representation (e.g. your failure to cooperate with our office, failure to appear in court, failure to communicate with us). Without elaborating as to the different reasons that you might wish to terminate our services or that we may feel it's necessary to terminate our services, we both mutually agree that either side may terminate the attorney-client relationship for any reason.

*Closing Letter.* At the end of the case, our office will send you a closing letter. This will be our formal letter ending our representation of you in your case. It does not mean that we cannot help you again, or that you cannot call us to discuss something related to your case. But it is helpful for you to have a clear understanding as to when we are no longer acting as your attorneys in your case.

If this is your understanding, and you agree to the terms, your signature will make this a formal agreement.

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Client

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William W. Cobb, Esq.