

# LAW CLERK

## Landlord & Tenant PROJECTS



### MEDICAL OFFICE LEASE

**FLAT FEE**  
**\$450**

**PROJECT DESCRIPTION**

Medical Office Lease (Tenant is the Client).

**PROJECT DETAILS**

Please draft a lease in accordance with the details I will send (and ensuring compliance with requirements of surgery centers).

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Frank is an asset on any team! It was a pleasure working with him and his work product was excellent.

## REVIEW COMMERCIAL LEASE ON BEHALF OF SHOPPING CENTER LANDLORD

### FLAT FEE PROJECT DESCRIPTION

**\$150**

I need someone to review a commercial agreement and then provide a memo with comments regarding any potential concerns. The document is in word so it can be redlined with comments.

#### PROJECT DETAILS

The meat of the lease is 20+/- pages and then there are various exhibits. Our client is small, local landlord who is eager to fill the space and the tenant is a fairly large, regional retail store -- so I do not think the client has a ton of negotiating power, but we still want to point out anything that is cause for concern or that they should be mindful of to protect themselves. Of course, if there is something they should obviously push back on about changing, please point that as well. I would anticipate this taking 2-3 hours to review and add comments.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Jeffrey provided a great analysis way ahead of schedule.

## DEPOSITION SUMMARY IN RENT COLLECTION CASE

### FLAT FEE PROJECT DESCRIPTION

**\$160**

I need a written summary of a deposition transcript where a partner of our firm took the deposition of the owner of a business leasing commercial space from our client.

#### PROJECT DETAILS

Need summary that includes the major points of testimony and the issues of fact that will need to be proven at trial. We will provide the Complaint filed in the case and the deposition transcript. The deposition was three hours long and the condensed transcript is 46 pages without the index. I would expect that the project would take between 1.5 and 2.0 hours.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Melissa did a very thorough job in preparing a summary of a lengthy deposition. We appreciate her help.

## MOTION TO DISMISS TRAILER PARK EVICTION

### FLAT FEE PROJECT DESCRIPTION

**\$400**

Client has a trailer parked in a Mobile Home park that he owns. His family owns the park. He owns part of the park. They are trying to evict his trailer. They are proceeding under the wrong statute as far as the initial notice goes. The unlawful detainer action is not ripe. I need a motion to dismiss for proceeding under the wrong law.

#### PROJECT DETAILS

The complaint and this action are governed by the provisions of Utah Code 57-16 Mobile Home Park Residency Act.

The plaintiff from what I can tell has not followed the procedures required in this Act. I need a motion and memorandum to dismiss the complaint because of these deficiencies. I will upload all the pleadings filed thus far for your reference.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Excellent writing. Informed me of weaknesses in what we were hoping to accomplish, and found great and relevant case law to support our position.

## APARTMENT LEASE

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$75** I need a simple, modern lease for a rented condo in Florida.

### PROJECT DETAILS

A modern lease: email notices, direct debit, short and simple sentences in modern language.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Christina drafted the lease per our specifications. She kept improving it until it was perfect. I recommend her warmly!

## DRAFT MOVE OUT/EARLY TERMINATION AGREEMENT FOR A RESIDENTIAL LANDLORD/TENANT

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$100** I have a landlord client who has a tenant that is terminating his lease early and moving out. The landlord wants a relatively simple agreement drafted and has provided detailed info on what he wants in the agreement. Further suggested language to protect the landlord would be appreciated.

### PROJECT DETAILS

I do not have a "go-by" form, but this agreement should be relatively simple to put together. I would expect that it will take you 1-2 hours. I will provide a copy of the lease and an email from the landlord with his instructions.

### COMMENTS



#### EXCEEDED EXPECTATIONS

This was my first time working with Ben. He delivered a really solid work product in less than an hour after being assigned this matter. I definitely hope to work with him again.

## LEASE REVIEW

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$590** Review of shopping mall lease on behalf of retail client.

### PROJECT DETAILS

Review to identify red flags; Provide insight into competitiveness of terms and possible negotiation tactics. If this takes more than a couple of hours, I'm willing to extend the scope.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Valuable input and advice. Thorough and communicative.

## EQUAL PROTECTION MEMO

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**FLAT FEE**   **PROJECT DESCRIPTION**  
**\$280**

I have a client who wants to challenge a few city ordinances as they relate to landlords. We are looking at challenging these ordinances under the equal protection clause of the US Constitution. I doubt this is viable but need a memo outlining the feasibility of such a claim. In particular, the ordinances allowing for inspections of rental properties but not single family housing or Public Housing Authority managed properties.

**PROJECT DETAILS**

I need a memo outlining if rental licensing ordinances have ever been challenged under on an equal protection basis and, if so, the outcome.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Clearly and concisely provided answers to questions I had asked and even took the time to access an amended complaint from the US District Court website which was relevant to my issue.

## DESTINATION EVENT DEFENSE CASE

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**FLAT FEE**   **PROJECT DESCRIPTION**  
**\$500**

Defense of Commercial Tenant just served with Commercial Eviction action yesterday (under summary proceedings).

**PROJECT DETAILS**

For 2 cases: I need 2 - 1) Motions objecting, and/or for clarification, and 2) Answers & Affirmative defenses. While they concern 2 lawsuits, practically "same" landlord who owns the overall property in different names. (Possible commercial condo setting.) Does offer some defense opportunities because the lease and myriad of underlying agreements, assignment, etc., described in complaints make for confusion. In any case, "approach" to one lawsuit is the same as the other – basically a dupe. Timing is critical - seems he was served yesterday and he's concerned 5 days expires Monday.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Kerry was very engaged from the outset. I appreciated that. He showed his experience by the way he immediately followed up to make sure I was aware he had accepted the project. (I had not seen it up to that point.) That allowed us to have a conversation about what I needed, thereby crystallizing what I was looking for on a short fuse. Plus, his subsequent attention to details and corresponding case law and related articles were extremely helpful in clarifying my approach to the lawsuit. Thanks Kerry.

## DRAFT RESPONSE TO MOTION FOR SUMMARY JUDGMENT, STATEMENT OF THEORIES OF RECOVERY AND STATEMENT OF UNDISPUTED FACTS

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**FLAT FEE**   **PROJECT DESCRIPTION**  
**\$500**

Plaintiff has filed a motion for summary judgment and I need you to draft a brief and other necessary pleadings in response.

**PROJECT DETAILS**

To help save some time, I will provide you with some case law, some forms for responses I have used in the past which will be in word format, and I will try to have all the relevant pleadings in this matter uploaded and organized to further assist. I would anticipate this will take between 7-10 hours to do a good, thorough job. Prior to your getting started, I would like to have a quick phone conference just to make sure we are on the same page.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Erin and I have worked together on numerous projects and, once again, she went above and beyond what was asked of her on this assignment. Quick service and the brief she provided was excellent -- the facts are not necessarily in my client's favor but I like our chances better after reading Erin's brief. I highly recommend that other attorneys use her services.

## DRAFT AN ANSWER TO DISPOSSESSORY ALONG WITH A COUNTERCLAIM BASED ON ADVERSE POSSESSION; DRAFT A MOTION TO DISMISS

### FLAT FEE PROJECT DESCRIPTION \$500

My client has lived in a mobile home on a piece of real property for nearly 15 years and the people he purchased the property from were in physical possession of the property from 1995 until the transfer to the client -- combined, they have occupied the property long enough to have an adverse possession claim. A neighbor whose family previously owned the land filed a dispossession action to evict the client on the basis that he is the rightful owner. In GA, when title is in dispute, you must file an ejectment action not a dispossession action. I want to file a motion to dismiss on those grounds. I also want to file a counterclaim raising the adverse possession claim.

### PROJECT DETAILS

I have some extremely rough drafts of an answer and a petition to quiet title under the theory of adverse possession which should be of some use when putting together the answer and counterclaim. I also have some case law but you will need to do your own independent research. I have not started on the motion to dismiss based on the dispossession action being the improper remedy, but I would expect that to be a relatively simple 2-3 page document that will take less time than the answer and counterclaim. All together, I would expect this to take you 7-10 hours.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Frank was great to work with. He accepted a project with a convoluted set of issues that I was struggling to straighten out, and quickly sorted through them and drafted a pleading that was just what I wanted. I hope to work with him again.

## RESPONSE LETTER TO TENANT - MATERIAL BREACH OF LEASE OPTION CONTRACT

### FLAT FEE PROJECT DESCRIPTION \$300

Represent Landlord - Legal title holder

Research applicable statutes - AZ landlord Tenant Act & 33-741-749

Provide draft response letter to Tenant counsel indicating that Tenant is in material breach of the lease option contract and therefore needs to vacate the premises in accordance with Section 13 of the lease option agreement.

### PROJECT DETAILS

- 14 year lease agreement with Purchase option for real estate (in year 7).
- Dispute as to the exercise of the option. Landlord now seeks to terminate the lease and re-enter the property. Landlord was denied access to property despite providing adequate notice.
- Numerous Material Breaches...notably documented impermissible sublet activity and property used for commercial purposes.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Brigham was reliable, timely and delivered a solid work product.

## LANDLORD-TENANT DEMAND LETTER

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$150**

I need a demand letter to a landlord for a tenant/client requesting the landlord perform certain repairs to the common area facilities, e.g. restrooms and elevators. The building the tenant occupies space in is in needs a bunch of repairs and the landlord has ignored the tenant's requests. Under the lease, written notice needs to be given to the landlord and the landlord has 30 commence repairs within 30 days.

**PROJECT DETAILS**

There is a list of repairs the client has prepared that need to be addressed and a copy of the lease will be provided. The repairs are causing the tenant to lose business. It is a physical therapy clinic and the elevator being out of order for several days means canceled appointments. The issue with the restrooms means OSHA violations. The tenant would ideally like to break the lease and move out but first we need to get the demand letter to the landlord.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Dana did an excellent job as usual. The client was very happy.

## RETALIATORY EVICTION CASE

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$400**

Initial complaint on a California retaliatory eviction case for a residential tenant.

**PROJECT DETAILS**

There may be a judicial council form for this - please tell me if you've done one of these before and if you know that there is a JC form for this.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Erik completed the project incredibly quickly with a good handle on the law and the facts.

## SF COMMERCIAL TENANT COMPLAINT

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$350**

I need to draft a complaint on behalf of a commercial tenant alleging breach of contract by the Landlord relating to Covid-19. Tenant cannot access the premises or safely use the elevators to the 15th floor.

**PROJECT DETAILS**

In addition to breach of contract, need causes of action for frustration of purpose under California law Dorn v. Goetz, 85 C.A.2d 407 (1948)(quoting Williston, § 288); Cal. Civil Code § 1511, Force Majeure and breach of the Statewide and Citywide moratoriums on eviction.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Fast, dependable and responsive. Put a lot of thought into the document.

## IDAHO TRIPLE NET COMMERCIAL LEASE

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$750**

I need a NNN lease for a commercial property with a single tenant that has on the property a few interconnected structures. Tenant to pay everything and be responsible for all - a true triple net lease. It is to be governed by Idaho law.

**PROJECT DETAILS**

Provide a well drafted and organized lease document that provides for single rent payment to landlord and all other responsibilities on tenant. The person drafting should have experience drafting commercial leases and familiarity with any particular Idaho lease requirements and pertinent provisions that should be included.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Amy was responsive and very knowledgeable and made my job in delivering the agreement to the client much easier!

## REVISIONS TO A&R LEASE

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$600**

Sublease assignment and also amendment/restatement of existing sublease. Amendment/restatement is limited to issues in the issues list negotiated by subtenant assignee and sublandlord.

**PROJECT DETAILS**

Client (franchisee) is taking over an existing sublease. There is an LOI that was agreed to by the sublandlord but there are substantially more revisions that are necessary than what was negotiated in the LOI due to client's franchise requirements. An issues list has been negotiated by client and sublandlord. It was drafted by sublandlord's counsel based on client's comments to the sublease. Then, client engaged me and we've gone back and forth on resolving the issues list because sublandlord did not want to open the whole lease up for revision. They've agreed to amend/restate but it needs to be limited to this issues list. There is also a separate consent to assignment between client, sublandlord and current tenant. The consent would serve as the contract that will govern all contingencies. Once those contingencies are satisfied, then the parties will execute the agreed-upon lease.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Kimberly is very thorough and is great to work with. I have her one of the most complicated lease transactions and she picked the project up in the middle and did a great job drafting.

## DRAFT DISCOVERY

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**FLAT FEE** **PROJECT DESCRIPTION**  
**\$150**

I need discovery drafted in a civil dispute. I need special interrogatories and request for production of documents. This is a case where a former tenant sued the landlord (my client) for negligence.

**PROJECT DETAILS**

The special interrogatories are limited to 35. I expect the request for production to be about the same. I can provide examples for formatting purposes and definitions.

**COMMENTS**



**EXCEEDED EXPECTATIONS**

Leah was great. She communicated with me, provided a timely product and the product was exactly what I needed. Thank you!

## SHORT TERM RENTAL

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**FLAT FEE**  
**\$200**

### PROJECT DESCRIPTION

Paragraph for a short term rental agreement.

I need a single paragraph for a short term rental agreement in Florida which excludes squatters rights and will allow immediate removal of the short term occupant who fails and refuses to leave. I need a quick 48 hour turn-around.

(My client is aware of a situation where the short term tenant refused to depart).

### PROJECT DETAILS

Just give me the one paragraph.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Andrew well-exceeded my expectations. His drafting was thorough, and extremely well thought out. He was also very timely in his response.

## JURY INSTRUCTIONS AND VERDICT FORMS

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**FLAT FEE**  
**\$200**

### PROJECT DESCRIPTION

Jury Instructions and Verdict Forms for Landlord/Tenant Retaliation Case for Using the Repair and Deduct Remedy.

### PROJECT DETAILS

Plaintiff complained to landlord about his malfunctioning oven. Plaintiff gave landlord over 60 days to repair the oven. When landlord failed to repair the oven, Plaintiff called a technician who repaired the oven on the spot. The Plaintiff paid the technician and deducted the amount that he paid from his rent. After Landlord received the reduced rent payment, the Landlord terminated Plaintiff's tenancy.

I need edited jury instructions and verdict forms for the following causes of action:

1. Retaliation pursuant to Cal. Civ. Code Section 1942.5
2. Breach of the Implied Warranty of Habitability
3. Breach of the Covenant of Quiet Enjoyment
4. Intentional Infliction of Emotional Distress
5. Negligent Infliction of Emotional Distress

### COMMENTS



#### EXCEEDED EXPECTATIONS

Very thorough.

## REVIEW COMMERCIAL LEASE AGREEMENT - CALIFORNIA

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**FLAT FEE**  
**\$400**

### PROJECT DESCRIPTION

Review and revise proposed commercial lease agreement on behalf of small restaurant.

### PROJECT DETAILS

My client is a small restaurant looking to open its third location. They have been presented with a commercial lease agreement for consideration. I need the lease and supporting documents to be thoroughly reviewed and a detailed memorandum.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Tom did a great job reviewing a commercial lease. He was quick in providing valuable feedback and analysis. I will definitely ask to hire Tom for my next real estate matter.

## IS EXISTENCE OF A VALID LEASE/CONTRACT A JURY QUESTION?

**FLAT FEE** **PROJECT DESCRIPTION**  
**\$200**

I need to know whether the existence of a valid and enforceable contract--specifically, a lease--is a question of fact for the jury.

### PROJECT DETAILS

More specifically, plaintiff has moved to strike defendant's (my client's) jury demand based on a jury trial waiver contained within an alleged lease between the two parties. (FYI the jury trial waiver does not contain an arbitration clause.) The crux of my client's defense is that the underlying lease itself--and therefore the jury waiver--is unenforceable.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Chris was precise and thorough. He identified and addressed relevant ancillary issues as well. Very pleased with his work.

## SMALL CLAIMS APPEAL OF JUDGMENT

**FLAT FEE** **PROJECT DESCRIPTION**  
**\$1,000**

I need to file an appeal of a Las Vegas Small Claims Court Judgment. I need all pleadings, including the full appellate brief and supporting pleadings to be drafted.

### PROJECT DETAILS

Judgment against my client was entered by the small claims magistrate today in the amount of roughly \$6,200 for a landlord tenant dispute. We have 5 business days to file the appeal of the small claims judgment.

Judgment was entered on June 30th. 5 Business days (with July 4th Holiday) would mean we need to file by July 7.

It should be relatively straightforward. My clients are the former tenants of a home that was severely flooded out after a series of heavy rains in November of last year. My clients notified the landlord of issues in the home in a timely fashion, and advised them that the issues need to be remedied within two weeks, pursuant to statute. The landlord failed to make any adequate steps to remedy the situation, leaving the tenants home in total disrepair. Judgment was nevertheless entered against the tenants for breaking the lease terms and "abandoning the property."

This is small claims, not the Supreme Court. We simply need to point out the problems in the magistrate judges ruling in the appeal.

Licensed Nevada attorney preferred.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Wonderful to work with; absolutely amazing work product. I would recommend Lindsay 100X over to anyone!

## CASE LAW REVIEW MEMO

**FLAT FEE** **PROJECT DESCRIPTION**  
**\$500**

I need a memorandum detailing the elements, and analyzing case-specific facts, of a suit for Re-Entry under Texas Property Code (Injunction and Independent cause of action).

### PROJECT DETAILS

1. Length Requirement: None
2. Estimated Hours: 5 - 7
3. Attachments included for reference: Plaintiff's Sworn Petition for Re-Entry with exhibits.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Great communicator and well-written memo.

## OPPOSITION TO PRELIMINARY INJUNCTION MOTION (COMMERCIAL LANDLORD-TENANT)

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### FLAT FEE PROJECT DESCRIPTION

**\$400**

I need a draft Opposition to Motion for Preliminary Injunction filed in connection with pending commercial eviction case in Clark County, Nevada.

### PROJECT DETAILS

Will provide some sample work product to start. Estimating 4-6 hours to prepare. Looking to have a initial draft prepared within about 4-5 calendar days from awarding of project.

Depending on qualifications, may also have you prepare Answer to Eviction Complaint and increase total project by \$200.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Matt did an excellent job on this project. It was exactly what I was looking for (and more) and very quick turnaround when I needed it. Matt was able to do a lot with very little and has great intuition. He understood the legal issues presented by the circumstances without a great deal of guidance (or even underlying supporting facts) beyond the Motion filing itself and was able to provide a quality initial draft right away followed up by a more polished version a few days later. Well within my tight time-frame and the work product was better than I could've hoped. I'm glad to have found a local attorney who can "take the ball and run with it" on projects like this and I look forward to using him again in the near future.

## DEMAND LETTER TO LANDLORD/OWNER

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### FLAT FEE PROJECT DESCRIPTION

**\$300**

I need a demand letter written to landlord/owner who collected payment but refused to tender full possession of property. Client and Landlord verbally agreed to rent home. Landlord subsequently changed position and refused garage and a bedroom.

Landlord/owner refuses to return money.

### PROJECT DETAILS

The client has provided one document (5 pages) with 1 page summary, two pages of checks issued, and a proposed letter they were going to send before hiring the firm. There is no written lease agreement. It was verbal agreement. Landlord's agent initially agreed to refund money. Expectation is 2-3 page letter presenting and analyzing AZ law.

### COMMENTS



#### EXCEEDED EXPECTATIONS

Christopher has excellent analytical and writing skills. He produced an exceptional work product and in a very quick time.