

THE LAW OFFICE OF DHARMI MEHTA
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Confidential Attorney-Client Communication

May 18, 2017

VIA ELECTRONIC MAIL ONLY

Darryl Gerald Cotton
6176 Federal BLVD
San Diego, CA 92114
619-954-4447

Re: Attorney Services:
Defense of Criminal Charges and Disengagement

Dear Mr. Cotton:

We kindly refer you to our Retainer Agreement entered in on March 29, 2017 which provided that we would represent you in “defense of the following matters: HS 1366.5(a), HS 11358(c), HS 11359(b), and DMC 11.0302(a).” (Cotton Retainer Agreement § 1.) You requested our services mere days before your arraignment. On April 5, 2017, Robert Bryson, assisted you during the arraignment. At the arraignment, he negotiated a plea bargain on your behalf which resulted in the dismissal of HS 11358(c), HS 11359(B), and DMC 11.0302(a). (Misdemeanor Judgment Minutes Case No. M230071-02.) Furthermore, you avoided incarceration and reduced fines as you requested. (Misdemeanor Judgment Minutes Case No. M230071-02.). Once you pled guilty to the remaining charge of HS 11366.5(a), our representation of you was concluded pursuant to section 1 of the Retainer Agreement. Despite the fact that our representation ended, we out of good faith initially offered our services to help modify/amend the judgment. You now wish to withdraw your plea.

Your recent email asks if we are capable of handling the withdrawal of your plea and modification of judgment, while we are capable of handling such matters, we feel it is in all of our interest to **terminate** this relationship effective immediately, as there is a conflict of interest. Our office contacted you several days ago to setup a time to discuss the handling of a modification of the judgment, you failed to respond to our request and, to date, we have been unable to speak with you on the phone. It is clear that you wish to withdraw your plea of guilty on the basis of advice of counsel. Pursuant to California Code of Ethics it would be improper to **advocate on your behalf** and also be a **material witness** in the same action. ABA Mod. Rule Prof. Cond. R. 1.16 and Cal. Prof. Rule. Con. R. 3.7. At this time we can no longer offer our services to represent you in this action and we are unable to represent you in a matter that will

result in a violation of the rules of professional conduct. ABA Mod. Rule Prof. Cond. R. 1.16. As pertaining to your matter, we are not permitted to act as your advocate if we are likely to be called as a material witness. Cal. Prof. Rule. Con. R. 3.7. Here, you are asserting that there was an error on your judgment therefore it should be amended or withdrawn. To substantiate your position, it is likely that Mr. Bryson will be called as a witness to discuss the events of your plea negotiation and guilty plea. We are therefore unable to both advocate for you and be a material witness in the underlying matter.

Please take this as an official notice to terminate the attorney-client relationship we entered into on March 29, 2017. As stated above our initial agreement was for representation in the criminal misdemeanor charges only - that is the extent of our legal relationship. We are not contractually obligated to help in the subsequent forfeiture action. As we have informed you multiple times, we are not able to represent you on the forfeiture action and you must timely seek new counsel for that matter. Further, please refer to section 2 of the Retainer Agreement, which states that if you would like assistance on any subsequent matters or an appeal, even if related to the prior action, a new agreement and new fee would be applicable. As stated in our letter dated May 12, 2017, we are not offering our services in representing you in civil forfeiture matter. A new agreement has not been entered into between us and additional fees have not been paid, therefore no legal relationship exists between you and our firms for representation in the forfeiture action. We suggest one last time that you seek new counsel to assist you with the forfeiture action if you wish.

Importantly, we informed you that you have **30 days** from the day you are **served** the petition for forfeiture to file your opposition. Likewise, please take into consideration that you have **6 month** from the **entry of a plea** to file a petition to withdraw such plea. Cal. Pen. Code § 1018. We encourage you to seek new counsel or contact the San Diego Superior Court to calendar this date to ensure that you do not miss the deadline.

Lastly, we do expect that you pay the remaining balance of your bill from the March 28, 2017 agreement that required you to make a payment in full. You have been delinquent on payment for over a week and we ask that you promptly remit the balance due of \$2000.00 by 5:00 p.m. on Monday May 22, 2017. If the balance is not paid in full by the above referenced date we will be pursue legal action as outlined in our agreement.

We would also encourage you to pass onto your new counsel our contact information so that we may transfer to them our notes and files so that they may quickly assist you. However, as our fee agreement reflects in section 3 you will remain responsible for the balance of fees due and as previously stated are encouraged to remit those by Monday May 22, 2017 by 5:00 p.m. by mailing a check or cashier's check payable to **655 W. Broadway Ste. 1900, San Diego, CA 92101** or further action will be taken by our firm.

Kind Regards,
Dharmi Mehta, Esq.
Robert T. Bryson, Esq.