
From: John Joseph [<mailto:john@johnjosephsassociates.net>]
Sent: April 23, 2013 5:26 AM
To: [BC lawyer's name]
Subject: Re: Signed Retainer Doc

Dear [BC lawyer's name],

I directed Mrs Rizky Anandia Sari one of our staff here in Asia to send an email to you, please do not be bothered with the mix up.

Regards,

John Joseph

The BC lawyer received an email from the same email address as before but purportedly from someone else:

On Mon, Apr 22, 2013 at 7:40 PM, John Joseph <john@johnjosephsassociates.net> wrote:
Dear [BC lawyer's name],

I have just been notified that a check of \$145,700.000 has been sent to you on our behalf, the complete amount owed was not sent.

Please let me know immediately you receive the check.

Thank you, and please let me hear back from you.

Sincerely,

Mrs Rizky Anandia Sari.

The BC lawyer provided a retainer agreement and received this reply:

From: John Joseph [<mailto:john@johnjosephsassociates.net>]
Sent: April 15, 2013 5:59 AM
To: [BC lawyer]
Subject: Re: Signed Retainer Doc

Dear [BC lawyer's name],

Thank you for your anticipated assistance and pardon my delayed response back to you, we have been reviewing the terms of your retainer document and we are okay with the laid down terms.

It is also very necessary that I let you know that I will be traveling today to several countries in Asia, and I will definitely be back within 8 to 10 days, I will be accessing my email regularly and will appreciate your update on any development.

Find attached a copy of the signed retainer agreement.

We have had series of communication with the debtor with the intent to avoid legal action for the benefit of both parties involved. We brought the possibility of litigation to their notice. and they informed us that payment will be effected not later than 7 working days from now.

We instructed that further correspondence including payment be made via our legal representative (your firm), as a sign of commitment to paying this long over due debt. It is important to note that it is because of the involvement of your law firm that this customer is now willing to pay.

However, we do not intend to introduce any legal pressure unless the deadline of the next 7 Working days is breached. We do hope you understand our position as we intend to introduce litigation as a last resort.

Your contact was provided as;

[BC lawyer's contact information]

Do confirm if this is correct.

It is my thinking that we wait for their payment advise accordingly. I think this will be a very good opportunity towards a mutual resolve. If payment is not made as promised, I will send you the retainer payment directly and the file on the loan to enable us commence litigation.

I do hope you understand my position, Please confirm your above address.

I await your prompt response.

Thanks,

John Joseph.

The BC lawyer replied to the initial email and received this reply:

From: John Joseph [mailto:john@johnjosephsassociates.net]

Sent: April 10, 2013 1:45 PM

To: [BC lawyer]

Subject: Re: Request For Your Legal Service

Attention: [BC lawyer's name],

Good day and thank you for your prompt response. We appreciate your willingness to render services as requested. We understand that a conflict check has to be done before the

possibility of your representation can be determined.

To enable you carry out a conflict check, do find as listed below details of obligee in your state;

Peerless, E B Ltd
6651 Elmbridge Way Suite 130
Richmond, BC V7C 5C2, Canada

In anticipation that there is no conflict, I will provide further details on our claims.

We provided surety bond services for freight shipping from pick up through safe delivery between M.T.TORIMATSU CO LTD 2-18, Butsuryu-Center, Tsubame-shi, Niigata, Japan Zip: 9591277 herein referred to as "Principal" and Peerless, E B Ltd 6651 Elmbridge Way Suite 130 Richmond, BC V7C 5C2, Canada shipper herein referred to as "Obligee".

According to the terms of the contract agreement, obligee is fully responsible for replacement cost of damaged cargo during shipping. obligee is at default as some items were broken and damaged with cost amounting to \$480,560. Upon investigation, we discovered that obligee was responsible. We informed obligee of this and they agreed to pay for damages. Since then we have made several contacts on behalf of principal, to obligee demanding for payments. They informed us that payment request has been approved by their company and still awaits remittance by their accounting department.

We have been doing business with obligee for some years now and we wouldn't want this to come between the great business relationship that we have built. We believe they will comply with payment demands. On the contrary our concern is that they may not meet payment deadline.

We do not want this matter to get to litigation because it is time consuming, expensive and damaging to business relationship. We believe that once our presence is established in your state via a legal representative, obligee will comply with payment demands to avoid legal action.

It is important that you email me a copy of your standard retainer agreement for my review. It is imperative that i receive a copy of your retainer agreement on or before April 12th 2013.

Thank you very much and I await receipt of your standard retainer agreement document for our review.

Yours sincerely,

John Joseph
(Company Representative)
Trammel, Harper and Williams Inc
Birmingham Office
2073 Valleydale Road
Birmingham, AL 35244

Initial email to BC lawyer:

From: John Joseph [mailto:john@johnjosephsassociates.net]

Sent: April 10, 2013 8:38 AM

To: [BC lawyer]

Subject: Request For Your Legal Service

Attention[BC lawyer],

This is a request for your services in respect of a dispute between our client and a shipper in your state.

We provide surety bond services for construction projects from bidding through completion and would be very glad to retain your services in resolving our claim.

We appreciate your consideration to review our request as we await your prompt response.

Yours sincerely,

Treat as urgent.

John Joseph
(Company Representative)
Trammel, Harper and Williams Inc
Birmingham Office
2073 Valleydale Road
Birmingham, AL 35244