

## DIVORCE AGREEMENT

### Statement Of Client's Rights

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1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyers office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
5. You are entitled to have your questions or concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaning fully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

### Statement of Client's Rights and Responsibilities

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Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of

the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of documents prepared on your behalf or received from the Court or your adversary.

You have the right to be present in Court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action is pending, the Court may give your attorney a "charging lien", which entitles your attorney to payment for the services already rendered at the end of the case

out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior Court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safe-guard the escrow in a special bank account. You are entitled to a written escrow agreement, and may request that one or more interest-bearing bank accounts be used. You also are entitled to a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

## **Contract for Preparation and Filing of Uncontested Divorce**

This is a legally binding contract. You may wish to have this reviewed by independent legal counsel before you sign it.

### **1. CLIENT(S):**

THIS AGREEMENT FOR LEGAL SERVICES by and between Law Office of [REDACTED]  
[REDACTED] D.C. 20074, herein after referred to as he "law office" and YOU THE CLIENT.

### **2. NATURE OF THE SERVICES TO BE RENDERED:**

a. The client retains the law offices to render services in connection with:

#### **Uncontested Divorce**

b. It is further understood that:

- (1) The retainer fee does not include any services rendered in Appellate Courts or any actions or proceedings other than the action for which this office has been retained.
- (2) With respect to the matter which is specified above, this Retainer Agreement and any sums paid to the law office pursuant hereto, do not cover any services relative to any appeal or any other services which might be required following the entry of a final judgment or order, including but not limited to such matters as enforcement or modification. Our representation shall terminate with the entry of final judgment in your matter, unless extended by mutual agreement between us in writing.

c. The client authorizes the law office to take any steps which, in the sole discretion of the law office, are deemed necessary or appropriate to protect the client's interest in the matter.

### **3. AMOUNT OF THE RETAINER, AND WHAT IT IS INTENDED TO COVER.**

a. In order for the law office to begin representation of the client, this client has agreed to pay it and it has agreed to accept a one-time flat fee retainer payment of \$450.00. This covers all services rendered in connection with obtaining an uncontested divorce, except for changes in the documents requested by the client after the Summons, Verified Complaint and Index Number has been filed. The client shall be charged \$50.00 per such change. Client specifically agrees and permits the law office to withdraw funds for any such changes from monies deposited in escrow as set forth in Paragraph 3(b) herein below.

Client also agrees that if after the conclusion of the divorce there are any funds not expended from the escrow account they shall be retained by the law office. The client agrees and understands that if the matter becomes contested the law office is not able to represent the client and client shall obtain new attorneys to represent the client.

- b. The client further agrees to deposit in the law office's escrow account the amount of \$390.00 for the payment of any and all expenses incurred. ie: Index No., RJI No., Note of Issue, and Certificate of Dissolution. Client agrees to replenish same in order to offset any withdrawals made by it to pay for changes, as set forth in Paragraph 3 (a) hereinabove.

#### **4. THE CIRCUMSTANCES UNDER WHICH ANY PORTION OF THE RETAINER MIGHT BE REFUNDED.**

- a. In the event that the attorney obtains a disposition of the client's matrimonial matter, either by way of a settlement agreement (termed separation agreement or stipulation of settlement) or by judgment by the Court of the issues involved in the client's case, the aforementioned retainer fee shall also be the minimum fee charged to the client, i.e., there will be no refund of the retainer fee. However, notwithstanding the above, if the client discontinues the attorney's services prior to a disposition of the client's matter by agreement or judgment of the court, or if the attorney is relieved as the client's attorney by court order, any unearned portion of the retainer fee the client advanced to the attorney shall be refunded to the client.

#### **5. THE CLIENT'S RIGHTS TO CANCEL THE AGREEMENT AT ANY TIME; HOW THE ATTORNEY'S FEE WILL BE DETERMINED AND PAID SHOULD THE CLIENT DISCHARGE THE ATTORNEY AT ANY TIME DURING THE REPRESENTATION.**

- a. The client has the absolute right to cancel this retainer agreement at any time. Should the client exercise this right, the client will be charged only the fee expenses (time charges and disbursements) incurred within that period, and the fair and reasonable fee would be determined in accordance with legally accepted standards, with the unearned balance of the retainer fee, if any, being promptly refunded to the client. Presently, the legally recognized elements of a reasonable fee, as set forth in the Code of Professional Responsibility, are as follows:
  - The time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal services properly.
  - The likelihood, if apparent or made known to the client, that the acceptance of the particular employment will preclude other employment by the lawyer. (You should know that the Law Firm, by accepting retention as your attorney, is clearly precluded from representing the opposing party against you).
  - The fee customarily charged in the locality for similar legal services.
  - The amount involved and the results obtained.
  - The time limitations imposed by the client or by circumstances.
  - The nature and length of the professional relationship with the client.
  - The experience, reputation and ability of the lawyer or lawyers performing the services.
  - Whether the fee is fixed or contingent. (You should know that the Code of Professional Responsibility provides: "A lawyer shall not enter into an arrangement for, charge or collect... any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of maintenance, support, equitable distribution, or property settlement...).

#### **6. HOW THE ATTORNEY WILL BE PAID AFTER THE RETAINER IS DEPLETED, THROUGH THE CONCLUSION OF THE CASE; WHETHER THE CLIENT WILL BE ASKED TO PAY ANOTHER LUMP SUM:**

- a. Because the client has only retained the law office to obtain an uncontested divorce no fees are incurred or owed after the "retainer" is depleted. The only scenario whereby the client may incur additional fees is in the event changes to the terms of the divorce are made after the Summons and Verified Complaint

are filed and an Index Number is obtained. client shall be charged the sum of \$50.00 per such change, which may be paid directly or from client's escrow monies as set forth in paragraphs 3 (a) and (b) hereinabove.

**7. THE HOURLY FEE CHARGED; ANY OUT-OF-POCKET DISBURSEMENTS FOR WHICH THE CLIENT WILL BE REQUIRED TO PRE-PAY OR REIMBURSE THE ATTORNEY.**

- a. The retainer fee shall be credited toward an hourly rate of \$158 per hour for time expended by the law office.
- b. In addition, the client will be responsible for the law office's payment of any and all expenses which will require an additional deposit in the law office's escrow account. Such expenses including filing of documents, service of process, or any other expense that the client authorizes in advance.
- c. The client further understands that the hourly rates apply to all time expended relative to the client's matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on behalf of or in connection with the client's matter.

**8. ANY CLAUSE PROVIDING FOR A FEE IN ADDITION TO THE AGREED-UPON RATE, SUCH AS A REASONABLE MINIMUM FEE CLAUSE, MUST BE DEFINED IN PLAIN LANGUAGE AND SET FORTH THE CIRCUMSTANCES UNDER WHICH SUCH FEE MAY BE INCURRED AND HOW IT WILL BE CALCULATED.**

The only fees incurred by the client is the retainer fee (\$750.00), and fees for changes (\$50.00 per change) in the terms of the uncontested divorce requested by the client after the Summons and Verified Complaint have been filed.

**9. FREQUENCY OF ITEMIZED BILLING:**

The client will be billed periodically, generally each month but in no event less frequently than every 60 days. Included in the billing will be detailed explanation of the services rendered, and the disbursements incurred by the Law Office in connection with the client's matter. Upon receipt of the bill, the client is expected to review the bill and promptly bring to our attention any objections the client may have to the bill. The client will not be charged for time expended in discussing with the Law Office any aspect of the bill rendered.

**10. CLIENT'S RIGHT TO BE PROVIDED WITH COPIES OF CORRESPONDENCE AND LEGAL DOCUMENTS RELATING TO THE CASE, AND TO BE KEPT APPRISED OF THE STATUS OF THE CASE.**

The law office shall keep the client informed of the status of the case, and agree to explain the laws pertinent same, the available course of action, and the attendant risks. The law office shall notify the client promptly of any developments in the case, including court appearances, and will be available for meeting and telephone conversations at mutually convenient times. Copies of all papers will be supplied to the client as they are prepared (unless the client requests to the contrary).

**11. WHETHER AND UNDER WHAT CIRCUMSTANCES THE ATTORNEY MIGHT SEEK A SPECIFIC SECURITY INTEREST FROM THE CLIENT, WHICH CAN ONLY BE OBTAINED WITH COURT APPROVAL AND ON NOTICE TO THE ADVERSARY.**

There are no circumstances under which the Law Office will seek any security interest from the client in relation to services rendered in connection with obtaining an uncontested divorce.

**12. UNDER WHAT CIRCUMSTANCES COUNSEL MIGHT SEEK TO WITHDRAW FROM THE**

## **CASE FOR NONPAYMENT OF FEES, AND THE ATTORNEY'S RIGHT TO SEEK A CHARGING LIEN FROM THE COURT.**

- a. The client is advised that if, in the judgment of the law office there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this retainer agreement, the law office may decide to make application to the court in which the client's action is pending to be relieved as the client's attorney. In such event, the client will be provided with notice of the application and an opportunity to be heard. Should any fees be due and owing to this firm at the time of our discharge, the law office shall have the right, in addition to any other remedy, to seek a charging lien, i.e., a lien upon the property that is awarded to the client as a result of equitable distribution. No such lien may attach to maintenance or child support payments.
- b. If the client deliberately disregards any bill from the law office so that the same remains unpaid beyond a thirty (30) day period, the client agrees that the law office may withdraw representation, at its option. In the event that an action is pending, and absent the client's consent, an application must be made to the Court for such withdrawal. Where the fee is unpaid for the period set forth above, the client acknowledges that in connection with any such withdrawal application, that the account delinquency shall be good cause for withdrawal.

## **13. SHOULD A DISPUTE ARISE CONCERNING THE ATTORNEY'S FEE, THE CLIENT MAY SEEK ARBITRATION, WHICH IS BINDING UPON BOTH ATTORNEY AND CLIENT.**

While the law office seeks to avoid any fee dispute with its clients, and rarely have such disputes arisen, in the event such a dispute arises, the client is advised that the client has the right, at the client's election, to seek arbitration to resolve the fee dispute. In such event, the law office shall advise the client in writing by certified mail that the client has 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and it shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both the client and the law office.

## **ADDITIONAL PROVISIONS**

### **1. ACKNOWLEDGEMENT AND UNDERSTANDING.**

- a. The client acknowledges that he or she has read this agreement in its entirety, has had full opportunity to consider its terms, and has had full and satisfactory explanation of same, and fully understands its terms and agrees to such terms.
- b. The client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written agreement.
- c. The client acknowledges that he or she was provided with and read the Statement of Client's Rights and Responsibilities, a copy of which is attached to their Retainer Agreement.

### **2. CERTIFICATIONS**

The law office has informed the client that pursuant to court rule, it is required, as the client's attorney, to certify court papers submitted by the client which contain statements of fact, and specifically to certify that it is aware of no inaccuracies in the court submission. Accordingly, the client agrees to provide it with complete and accurate information which forms the basis of court papers and to certify in writing to it, prior to the time the papers are actually submitted to the Court, the accuracy of the court submissions which it prepares on the client's behalf and which the client shall review and sign.

### **3. NO GUARANTEES**

It is specifically acknowledged by the client that the law office has made no representations to the client, express or implied, concerning the outcome of the litigation presently pending or hereafter to be commenced between the client and the client's spouse. The client further acknowledges that the law office has not guaranteed and cannot guarantee the success of any action taken by it on the client's behalf during such litigation with respect to

any matter therein, including without limitation issues of spousal and/or child support, custody and/or visitation, exclusive occupancy of the marital premises, equitable distribution of marital assets, the declaration of separate property, counsel fees and/or a trial.

The client is aware of the hazards of litigation and acknowledge that the law office has made no guarantees in the disposition of any phase of the matter for which the client has retained this office. If this fee arrangement meets with the client's approval, kindly sign where indicated on the copy of this letter and return same to the law office in the envelope enclosed for the client's convenience. The client acknowledges that pursuant to court rule, a copy of this retainer letter is required to be filed with the Court in which the action is pending.