

FAMILY LAW REPRESENTATION AND FEE AGREEMENT

I am delighted to have the opportunity to represent you. Professional rules require that we have a written Fee Agreement. Having a written Agreement is also in your best interest. Our Agreement is as follows:

This Agreement is between you, _____ (“You”) and Atty. Joshua Cohen, Esq. of Jones Cohen & Katz, PC (“me” or “I”).

1. Representation Agreement. You agree to hire and retain me to represent you in relation to divorce proceedings. You authorize me to appear in any lawsuit that may be filed in this matter, to enter into discussions toward settlement, or to proceed as I deem advisable. I will not make any settlement of your case without your consent.

2. Counter-parts. This Agreement may be executed in several counter-parts, each of which shall be deemed an original and all of which shall constitute the same document. Signatures by fax shall have the same force and effect as original signatures.

3. Retainer. You agree to deposit \$3,500 into my client trust account. You agree that these monies will be applied to any monthly bills that are more than 15 days past-due and/or the final bill.

4. Fees. My fee is based on the amount of time I devote to your case. I bill monthly for all time spent on your case, including, but not limited to: conferences; telephone calls; e-mails; pre-trial discovery; trial preparation; document drafting; correspondence; pleadings; negotiations; legal research; court time; travel time; etc. It is impossible to determine in advance how much time I will need to spend on your case. *Any approximate figures that I may have quoted you, or may quote you in the future, for the cost of my services, are merely estimates that you cannot rely upon.* Your spouse, your spouse’s attorney, or others may engage in conduct beyond my control. You will receive monthly, itemized bills. I bill in 6 minute increments. Currently, my hourly rate is \$250.

5. Costs and Expenses. You will be responsible for all costs or expenses that I may incur on your behalf. Reimbursable costs include, but are not limited to, court filing fees; out-of-pocket transportation costs; service-of-process fees; court reporter fees; appraiser fees; expert witness fees; courier fees (FedEx, UPS, USPS Postage); parking fees; tolls; etc. By this Agreement you are appointing me as your agent to make reasonable expenditures and retain experts (if applicable) for amounts that I deem to be in your best interest. I may advance these costs or I may require you to deposit sufficient monies with me before the expense is incurred.

6. Non-payment. Any bills for fees, costs and expenses not paid within fifteen (15) days of the date of the bill shall be assessed a cumulative late charge of two percent (2%) of the amount due and owing per day. I shall have the right to stop all work on your behalf if any of my bills are not paid within fifteen (15) days of the date of my bill(s). Should I be required to bring a lawsuit or otherwise spend time trying to collect the amounts due under this Agreement, you agree that you will also be responsible for my court costs and reasonable attorney’s fees.

7. **Payment by Opposing Party.** The court may order your spouse to pay part or all of your attorney's fees and costs. Such awards are totally unpredictable. You will remain primarily liable for such fees and costs. Any amount received pursuant to court order will be credited to your account or refunded to you if I have already been paid in full.

8. **No Results Predicted.** I have made no warranties or representations, nor have I provided you any assurances as to the favorable or successful resolution of your case. All of my expressions relative to the strength of your case are merely professional speculation that cannot be definitively relied upon.

9. **Client Cooperation.** Your complete cooperation is very important. You must immediately inform me of any change of address, phone number, employment, and other material facts and circumstances. Full disclosure of facts is essential to enable me to effectively represent you. You must promptly fill out and return all papers, such as interrogatories, information forms, document requests, etc.

10. **Please Ask Me.** I hope this written Agreement helps you clearly understand the financial arrangement between us. If you do not clearly understand any part of this Agreement, please ask me to explain such part or parts. I am happy to take whatever non-billable time is necessary to clarify any portion or all of this Agreement. I want you to feel protected by this Agreement.

11. **Referral Fee.** Fees for this matter will be shared by me and _____ ("Referring Attorney"). I will pay the referring attorney 20% of the fees I earn.

12. **Client's Rights and Responsibilities.** By signing below, you confirm that I have provided you the following Client's Rights and Responsibilities, which are made a part of this Agreement.

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Written Engagement Agreement. The written engagement agreement, prepared by the counsel, shall clearly address the objectives of representation and detail the fee arrangement, including all material terms. If fees are to be based on criteria apart from, or in addition to, hourly rates, such criteria (*e.g.*, unique time demands and/or utilization of unique expertise) shall be delineated. The client shall receive a copy of the written engagement agreement and any additional clarification requested and is advised not to sign any such agreement which the client finds to be unsatisfactory or does not understand.

Representation. Representation will commence upon the signing of the written engagement agreement. The counsel will provide competent representation, which requires legal knowledge, skill, thoroughness, and preparation to handle those matters set forth in the written engagement agreement. Once employed, the counsel will act with reasonable diligence and promptness, as well as use his best efforts on behalf of the client, but he cannot guarantee results. The counsel will abide by the client's decision concerning the objectives of representation, including whether or not to accept an offer of settlement, and will endeavor to explain any matter to the extent reasonably necessary to permit the client to make informed decisions regarding representation. During the course of representation and afterwards, the counsel may not use or reveal a client's confidence or secrets, except as required or permitted by law.

Communication. The counsel will keep the client reasonably informed about the status of representation and will promptly respond to reasonable requests for information, including any reasonable request for an estimate respecting future costs of the representation or an appropriate portion of it. The client shall be truthful in all discussions with the counsel and provide all information or documentation required to enable the counsel to provide competent representation. During representation, the client is entitled to receive all pleadings and substantive documents prepared on behalf of the client and every document received from any other counsel of record. At the end of the representation and on written request from the client, the counsel will return to the client all original documents and exhibits. In the event that the counsel withdraws from representation, or is discharged by the client, the counsel will turn over to the substituting counsel (or, if no substitutions, to the client) all original documents and exhibits together with complete copies of all pleadings and discovery within twenty (20) days of the counsel's withdrawal or discharge.

Ethical Conduct. The counsel cannot be required to engage in conduct which is illegal, unethical, or fraudulent. In matters involving minor children, the counsel may refuse to engage in conduct which, in the counsel's professional judgment, would be contrary to the best interest of the client's minor child(ren). A counsel who cannot ethically abide by his client's directions shall be allowed to withdraw from representation.

Fees. The counsel's fee for services may not be contingent upon the securing of a dissolution of marriage, upon obtaining custody, or be based upon the amount of maintenance, child support, or property settlement received, except as specifically permitted under Supreme Court Rules. The counsel may not require a non-refundable retainer fee, but must remit back any overpayment at the end of the representation. The counsel may enter into a consensual security arrangement with the client whereby assets of the client are pledged to secure payment of legal

fees or costs, but only if the counsel first obtains approval of the Court. The counsel will prepare and provide the client with an itemized billing statement detailing hourly rates (and/or other criteria), time spent, tasks performed, and costs incurred on a regular basis, at least quarterly. The client should review each billing statement promptly and address any objection or error in a timely manner. The client will not be billed for time spent to explain or correct a billing statement. If an appropriately detailed written estimate is submitted to a client as to future costs for a counsel's representation or a portion of the contemplated services (*i.e.*, relative to specific steps recommended by the counsel in the estimate) and, without objection from the client, the counsel then performs the contemplated services, all such services are presumptively reasonable and necessary, as well as to be deemed pursuant to the client's direction. In an appropriate case, the client may pursue contribution to his or her fees and costs from the other party.

Disputes. The counsel-client relationship is regulated by the Oregon Rules of Professional Conduct and any dispute shall be reviewed under the terms of such Rules.

The undersigned has carefully read and understands this entire Agreement, including the foregoing Statement of Client's Rights and Responsibilities, and agrees to its terms.

Client's Signature _____

_____ Date

Printed Name
