



READ CAREFULLY BEFORE SIGNING, AND IF YOU HAVE ANY DIFFICULTY
READING OR UNDERSTANDING WHAT YOU HAVE READ, HAVE YOUR
ATTORNEY EXPLAIN IT TO YOU BEFORE SIGNING.

FLAT FEE AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL

THIS AGREEMENT, by and between Lesnik Family Law, of Raleigh, North Carolina (hereinafter "the Firm"), and _____, a resident of _____ County, North Carolina (hereinafter "the Client"). In consideration of the legal services to be furnished by the Firm, Client shall pay the Firm pursuant to the following fee arrangement:

SCOPE OF LEGAL SERVICES

By this agreement, Client employs the Firm to represent Client in connection with the following: Absolute Divorce in Wake County (includes drafting, filing fees, all consultations with attorney, and representation in court on Absolute Divorce Claim). *Includes one certified mail service fee. Service fees with the sheriff's department, a process server or service by publication are an additional charge.*

ATTORNEY'S FEES

The Firm has charged, and the Client has agreed to pay the sum of \$900.00 (Flat Fee + court costs) for preparation and filing of an Absolute Divorce in Wake County, as set forth in this Attorney-Client Fee Agreement. *This fee does not include additional legal services and fees from counterclaims that may result from this filing.* The Firm has charged, and the Client has agreed to pay the sum of \$900.00, prior to filing the Divorce Complaint with the District Court, for legal services as set forth in this Agreement. Representation will not commence until the Firm has received payment of \$900.00. The amount paid will be placed in the Firm's Trust Account as an advance for services to be performed. The amount of \$900.00 paid will be considered earned by the Firm upon filing the Divorce Complaint with the court. *This Contract does not obligate the Firm to represent the Client for additional litigation that results from filing the Divorce. Future claims would require an additional Contract for representation to continue.* This Contract is only binding for services in Wake County.



CLIENT ACKNOWLEDGES THAT ONCE A JUDGMENT OF ABSOLUTE DIVORCE HAS BEEN ENTERED, POTENTIAL RIGHTS TO SPOUSAL SUPPORT, ALIMONY, PROPERTY DIVISION, EQUITABLE DISTRIBUTION MAY BE PERMANENTLY WAIVED. CLIENT, BY THEIR SIGNATURE, INDICATES THEY HAVE BEEN ADVISED OF THIS AND HAVE RESOLVED AND/OR DO NOT WISH TO PURSUE THOSE RIGHTS AND HAVE BEEN ADVISED OF THE CONSEQUENCES REGARDING SUCH CHOICE: _____ Client Initials

FACTORS IN SETTING FEES

The fees in this agreement have been set by the Firm after taking into consideration the following factors:

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;
2. The likelihood that the acceptance of the particular employment herein will preclude other employment by the lawyer;
3. The fee customarily charged in the locality for similar legal services;
4. The amount of money or property involved in the litigation;
5. The time limitations imposed by Client or by the circumstances;
6. The nature and length of the professional relationship with Client;
7. The experience, reputation, and ability of the lawyer or lawyers performing the services;
8. The fact that the amount charged is not contingent upon the outcome of the case; and
9. The fact that the Firm has performed similar work for other clients in the past, and Client acknowledges that use of prior work product often saves time and money for the Client.

TRANSFER OF EARNED FEES

Once a fee is earned by the Firm as described above, the Client authorizes the Firm to transfer the fee earned from the Firm's Trust Account to the Firm's Operating Account. At such times as fees are earned by the Firm, they become nonrefundable. Any unearned advance held in the Firm's trust account shall be refunded immediately to the Client in the event the Firm withdraws from representation of Client, or in the event the Client discharges the Firm. Discharge and Withdrawal are further explained below.

CLIENT'S COOPERATION

Client will fully cooperate by providing assistance to the Firm. Such assistance and cooperation includes, but is not limited to, providing truthful information, producing documents



as requested, providing assistance in answering written discovery, attending office conferences with the attorney and staff, submitting to independent medical examinations as requested by the Firm or ordered by a court, appearing and testifying at hearings and trial, and assisting in other ways as may be necessary.

DISCHARGE OR WITHDRAWAL

The Firm shall have absolute authority within its sole discretion to withdraw from representation of the Client by mailing to the Client written notice of the Firm's withdrawal at the Client's last known address. The Firm shall upon withdrawal send to the Client a billing for any cost and expenses which shall be due and payable by the Client immediately upon receipt. The Client shall also have the right to discharge the Firm for any reason. In the event the Firm withdraws or the Client discontinues the case, discharges the Firm, or fails to cooperate or assist the Firm resulting in the Firm being forced to withdraw, the Firm will refund to the Client any unearned advance minus spent drafting the Divorce Complaint and other court documents or working for the Client at an hourly rate of \$195.00. Once the Divorce Complaint is filed, the fee is earned and no refund would apply.

DESIRING TO BECOME A CLIENT OF LESNIK FAMILY LAW, I HAVE READ THE ABOVE AGREEMENT, OR AN ATTORNEY OR MEMBER OF HER STAFF HAS READ AND EXPLAINED THE AGREEMENT TO ME. BY SIGNING BELOW, I ACKNOWLEDGE THAT I UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THE AGREEMENT. I ACKNOWLEDGE THAT I AM A COMPETENT ADULT, AND I AM NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY OTHER IMPAIRING SUBSTANCES AT THE TIME I SIGNED THIS AGREEMENT.

Dated: _____

Printed Name of Client:

Client Signature:

APPROVED AND ACCEPTED: _____
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