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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.

### HOURLY RATE 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 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: Representation in a Collaborative Law Matter which may include drafting a Separation Agreement. This Contract does not guarantee a full and final settlement on all domestic issues that are currently pending or that may arise during the collaborative process. ***The Client understands that this Firm will not be able to represent the Client in adversarial proceedings in the event that collaborative law is unsuccessful, except for the filing of Absolute Divorce, QDRO's, deeds and other non-adversarial filings.***

#### ATTORNEY'S FEES

The Firm has charged, and the Client has agreed to pay the following hourly rate for services performed: **\$300.00/hour for Tiffany A. Lesnik; \$200.00/hour for an associate attorney or \$95.00/hour for an admin./intern** for representation in the above matters. The Client agrees to pay the Firm the sum of **\$4,000.00** as an initial deposit and advance for services to be performed. The advance will be immediately deposited and held for the Client's benefit in the Firm's trust account. The advance payment for services is not based on an estimate of the amount of time it may take to obtain Client's legal objectives. In a contested case it is impossible to estimate the amount of time that will be spent by the Firm in attempting to accomplish Client's legal objectives. The advance amount is based on what the Firm has estimated will be necessary to pay a monthly billing in the event the Client fails to do so. The remaining balance of the



advance will be returned to the Client at the completion of representation provided Client has timely paid all monthly billings in full and no outstanding balance remains.

**The Client understands that the initial deposit is not a prediction of total fees and that in most cases the total fees will exceed the initial deposit.**

\_\_\_\_\_ CLIENT INITIALS

**The Client understands that if the collaborative process is unsuccessful the Firm will not be able to represent the Client in court for later proceedings (other than for Absolute Divorce or entry of necessary court orders).**

\_\_\_\_\_ CLIENT INITIALS

**After the initial retainer is exhausted, all outstanding fees and balances will be due in full by the end of the month in which the billing statement is delivered to the Client. In the event the Client is not able to pay in full, the Client must contact the Firm to arrange a payment plan. For any payment plan agreed to by the Firm and the Client, the Client must sign and provide a credit card authorization form for the monthly payments. A Client must pay a minimum of \$250.00 per month or fifteen percent (15%) of their outstanding balance, whichever is greater, each month to be on a payment plan.**

\_\_\_\_\_ CLIENT INITIALS

**In the event that the Client at any time has an overdue balance in excess of \$2,000.00, the Firm shall cease working on the Client's case until the balance is paid in full and/or the Firm shall withdraw from representation on the Client's case with the Client's consent.**

\_\_\_\_\_ CLIENT INITIALS



**The Client understands that the Client must have a positive trust balance prior to any hearing of at least the attorney's hourly rate times the scheduled length of the hearing doubled at least 90 days prior to the hearing to cover the costs of preparing for and litigating any issue in front of the court.**

\_\_\_\_\_ CLIENT INITIALS

**The Client understands that due to circumstances related to the individual attorney's caseload, litigation calendar, and schedule, that any of the attorneys in the Firm may at one point or another perform services for the Client. The Client will be billed at that attorney's hourly rate.**

\_\_\_\_\_ CLIENT INITIALS

**The Client understands that any outstanding balance is due by the end of the month in which the billing statement is issued and must be paid in full unless a payment plan is established with the Firm. The Client agrees and understands that for any month in which there is not at least a minimum payment of \$250.00 towards an outstanding balance, there is a one percent (1%) interest charge that will be applied against the total balance owed.**

\_\_\_\_\_ CLIENT INITIALS

### MONTHLY BILLINGS

The Firm may require Client to pay additional amounts from time to time in advance of services performed should the Firm deem the advance is inadequate to cover future services. Once a hearing date or trial date has been set, the attorney will make an estimate of the length of the trial, including post-trial motions and preparation of orders, and Client will be requested to deposit the amount necessary to cover the estimated time into the Firm's trust account. Failure of the Client to pay the Firm the estimated amount is grounds for withdrawal as counsel.

The Firm will submit to Client monthly billings which will include a statement of expenses advanced and any amounts credited to the billing from Client's advances held in the Firm's trust account. Firm billings will include a listing of all services rendered for Client including, but not



limited to, telephone calls, emails, and faxes to and from Client, attorneys, witnesses, court personnel, or others who may have information important to the case (whether or not those communications are initiated by the Firm), office visits, meetings, conferences, correspondence, research, preparation of pleadings, motions and other documents, preparation for court, waiting time in court and elsewhere, court appearances and travel time. Client acknowledges that time may be charged for opening of files, computer entries, and preparation of monthly billings for Client's account with Firm. All time will be charged in increments of one-tenth (.10) of an hour (six (6) minute intervals), and will be rounded up to the nearest one-tenth (.10) of an hour by the billing system of the Firm. Emails received and sent are generally billed by the firm at the rate of one-tenth (.10) of an hour.

Client agrees to pay monthly billing statements within thirty (30) days following receipt of a billing. To the extent that advances have not been earned by the Firm, the advances will be placed in the Firm's trust account. In the event the Client fails to pay a billing within thirty (30) days, the amount necessary to pay the billing will be moved by the Firm from the client's advance in the Firm's trust account to the Firm's operating account and credited to the Client's billing. The Client will then be notified to advance an additional amount to the Firm to replenish the trust account advance for Client's benefit. In the event Client fails to do so, and satisfactory arrangements for payment are not made between Client and the Firm, then the Firm is permitted to withdraw from representation of Client. The Firm reserves the right not to submit a monthly billing each month.

Client understands that a legal proceeding is an ongoing process and continually needs the attention and time of the Firm and the Firm's staff, and that time will be charged to the Client's account until an Order is entered concluding the case, or an Order is entered allowing the Firm to withdraw from a case as legal counsel for the Client.

In the event the Client is dissatisfied with, or finds error with, any portion of a billing, Client agrees to contact the Firm in writing within ten (10) days of receipt of the billing setting forth the dissatisfaction or error. All fee disputes may be mediated in accordance with North Carolina State Bar Rules.

#### **FEES COLLECTED FROM AN ADVERSE PARTY**

If the Firm is successful in collecting any attorney's fees on behalf of the Client, any amount collected shall be credited first against any sum that may be due the Firm under this Agreement. In the event there are further services to be performed, the amount collected shall be held in the trust account until earned by the Firm. Client understands that the court only awards fees in a limited



number of situations, and fees are not awarded for matters related to equitable distribution of property. The Client remains responsible for any attorney's fees even if awarded by the Court and that have been earned. The Client is responsible for paying any balance even if pending fees are owed by the other party.

### 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 Client a billing for all fees and expenses under this agreement. In the event of such withdrawal it is agreed that the Firm will be compensated only for time and expenses incurred through the time of withdrawal, including the preparation, hearing and submission of a motion and order to the court allowing the Firm's withdrawal. Client may at any time discharge the Firm from further representation of Client. Firm shall have a period of seventy-two (72) hours following discharge of the Firm to prepare the Client's file to be turned over to Client. Client understands that there will be charges for copying Client's file at Client's expense in the event Client discharges the Firm.

### MISCELLANEOUS PROVISIONS

The Firm has made no guarantee or promise of any kind concerning the outcome or result of this case or any decisions by any courts. **THIS IS NOT A CONTINGENT FEE CONTRACT** and the billings for services and expenses herein must be paid regardless of the outcome or result obtained for Client. Firm's attorneys and staff will use their best efforts to help Client achieve Client's legal objectives.

The Firm shall not be required to pursue an appeal beyond the district court level without further written agreement. Client understands that no court reporter will be present to take testimony in any legal proceedings involving Client's legal matters unless arrangements are made in advance by Client with the Firm for the hiring of a court reporter. Client understands that in most cases a court reporter is necessary to have a transcript of a proceeding, and without a transcript errors made by the judge in a trial or hearing cannot be reviewed by an appellate court, and therefore cannot be corrected by an appeal. Client should discuss with the attorney handling his or her case the necessity for a court reporter, and if one is not hired by Client, Client by signing this agreement releases the Firm from all liability Firm may have for failing to hire a court reporter for any hearing or trial.

By signing this agreement, Client acknowledges that Client's decision to hire the Firm for representation is based upon Client's decision that the Firm, after considering its reputation for handling cases of this type, and the knowledge, training and experience of Firm's attorneys, should be the attorneys hired as legal counsel for Client. Client acknowledges that this agreement is entered into voluntarily and at Client's request. Client acknowledges that no member of the Firm, nor any of



Firm's agents, servants or employees, have personally solicited Client to hire the Firm. This agreement shall be governed by the laws of the State of North Carolina. Client hereby grants the Firm's attorneys authority to represent Client and enter appearances on Client's behalf in any court.

DESIRING TO BECOME A CLIENT OF LESNIK FAMILY LAW, P.C., I HAVE READ THE ABOVE AGREEMENT. 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: \_\_\_\_\_  
Lesnik Family Law, P.C.

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