



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: Representation in a Collaborative Law Matter which may include drafting a Separation Agreement. Additional court documents/orders that need to be drafted in order to transfer property or other assets/debts will are not included as part of this flat fee and are subject to an additional charge. 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.

ATTORNEY'S FEES

The Firm has charged, and the Client has agreed to pay the sum of \$5,000.00 for Legal Representation in the Collaborative Law process as set forth in this Attorney-Client Fee Agreement. *This fee does not include additional legal services and fees that may result from litigation if settlement is not achieved. 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. This fee also does not include additional documents or court orders that would need to be drafted to effectuate the division of property, assets or debts.* The Firm has charged, and the Client has agreed to pay the sum of \$5,000.00, prior to commencement of legal representation. The amount paid will be placed in the Firm's Trust Account as an advance for services to be performed. In the event that the Client needs to make payments, representation



will not commence (and/or the 1st collaborative meeting scheduled) until \$2,500 is paid as a deposit. An additional \$1,000.00 shall be due 30 days and 60 days after the execution of the contract. The amount of \$5,000.00 paid will be considered earned by the Firm upon consultation with Client and representation through the collaborative process regardless of the number of meetings or sessions. This contract includes ten (10) collaborative joint sessions, emails, phone calls, in office preparatory meetings, and drafting and revising a separation agreement. In the event, that additional sessions beyond ten collaborative joint sessions are necessary, the Client agrees to pay for those additional sessions at the rate of \$275.00 per hour with payment due prior to the meeting taking place.

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, attending office conferences with the attorney and staff, attending collaborative meetings, submitting to independent, 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 time spent working for Client at an hourly rate of \$275.00.

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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