NON-LITIGATION CLIENT AGREEMENT

THIS AGREEMENT, hereinafter referred to as the “Agreement”, a contract for employment of legal counsel, is made and entered into by and between Rosen Law Firm, hereinafter referred to as "the Firm," and \_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as "the Client."

By signing this Agreement, Client employs the Firm to represent Client with regard to Client’s domestic dispute.

**Representation**. Representation shall consist of the drafting and negotiation of a Separation Agreement and Property Settlement and any supporting documents and shall include but not be limited to the following services: verbal and written communication with opposing counsel and Client regarding the settlement of the domestic dispute in the form of telephone calls, in-person conferences, letters, emails, and draft Separation Agreements and shall, if requested and obtainable, also include seeking an Absolute Divorce upon payment of the Court Filing Fee (hereinafter referred to as “Covered Services”). Representation shall terminate upon either: (1) the signing of a Separation Agreement and Property Settlement, or (2) when the Firm has provided Covered Services and, in the best legal judgment of the Firm’s responsible attorney, further attempted negotiation will not likely result in an acceptable agreement and settlement without initiating litigation. A separate agreement will be negotiated between the Client and Firm in the event the Client requests further representation in addition to Covered Services, such as further negotiation, litigation or an appeal. Client acknowledges that the Firm will not represent the Client in further negotiation beyond the Covered Services or in any litigation or appeal until such time as a separate agreement is executed.

In consideration of the Covered Services to be furnished by the Firm, Client shall pay the Firm pursuant to the following fee arrangements:

**Fees**. In consideration of the Covered Services to be furnished by the Firm, Client shall pay the Firm a fee of Twenty-Five Thousand Dollars ($25,000.00). Any payment that has come due and been paid by Client pursuant to this Agreement is a prepaid flat fee payment for specified legal services to be performed by the Firm. The fee is earned immediately and will be deposited into the Firm’s operating account upon receipt. When the representation ends, Client will not be entitled to a refund of any portion of the flat fee unless (1) the legal work is not completed, in which event a proportionate refund may be owed, or (2) it can be demonstrated that the flat fee is clearly excessive under the circumstances. The fee will be earned if the Firm provides the Covered Services but is unable to finalize an agreement despite the Firm’s best efforts on Client’s behalf to do so.

In the event a settlement cannot be reached absent a formal mediation Client shall pay the Firm an additional fee of Ten Thousand Dollars ($10,000.00), which fee is due upon scheduling formal mediation.

In the event a Qualified Domestic Relations Order is required to be drafted by the Firm, the Client shall pay a fee of Two Thousand Five Hundred Dollars ($2,500.00) for each Qualified Domestic Relations Order. In the event a Qualified Domestic Relations Order is drafted by the opposing party, or their attorney, Client shall pay a fee of One Thousand Five Hundred Dollars ($1,500.00) for the Firm’s review of each Qualified Domestic Relations Order.

**Expenses**. All expenses the Firm incurs or advances in connection with providing Covered Services will be billed to the Client separately. The Firm shall bill the Client for all such expenses according to the actual amount of the expense. Examples of variable expenses are court filing fees for absolute divorce, real estate appraiser fees, private investigator fees, mediator fees, business valuation expert fees, etc. No such expenses shall be incurred without thoroughly discussing the matter with the Client before incurring the expense. At the discretion of the Firm, the Firm may require prepayment of these fees to be deposited into the Firm’s trust account in advance of incurring these costs.

**Personnel**. The Client acknowledges that he or she is employing the Firm instead of any particular individual, and that the Firm will assemble the team of professionals best suited to each Client to serve the Client's specific needs and requirements at each stage of the Representation. Sometimes our non-attorney professionals will reside outside of the United States and Client specifically consents to the use of these professionals. The Client further acknowledges that the attorney with primary responsibility for this matter may not be the one with whom Client met during the initial consultation.

**Electronic Communications**. Communication via email, voice and other electronic communication accounts or devices belonging to an employer or other third parties are not protected by the attorney-client privilege. Please communicate with the Firm by personal email, telephone, and messaging accounts and devices under Client's control. Also, be aware that forwarding any communications from the Firm to a third party may jeopardize attorney-client privilege and is discouraged.

**Termination of Services**. The Client may terminate the representation at any time. Any such termination does not relieve the Client of the obligation to pay any amounts owed for fees and expenses incurred through the date of termination.

The Firm may terminate the representation of the Client, and withdraw as the Client’s counsel, if:

* 1. The Firm discovers any conflict of interest;
  2. The Client fails to pay immediately when due any amounts required to be paid under this Agreement;
  3. The Firm discovers that the Client has made any misrepresentation in connection with the representation, or the Firm discovers any material variance between the facts as related to the Firm by the Client and the facts as they actually exist;
  4. The Client acts in such a manner or insists on taking action that is repugnant or imprudent, such that, in the discretion of the Firm, the Firm deems it necessary to terminate the representation;
  5. The Client fails to heed the Firm’s advice or recommendations or otherwise does not cooperate with the Firm in the representation; or,
  6. The Firm and the Client have a disagreement over what legal matters the Firm is supposed to be handling for the Client.

Client grants the Firm the authority to represent Client in the above matters and to enter appearances on behalf of Client in any court.

**Miscellaneous Terms**. We dislike being technical with our clients, but we must include the following clauses. If you have questions regarding these provisions, please ask.

* 1. Each provision of this agreement is severable. The invalidity or unenforceability of any provision paragraph, subparagraph, sentence, clause, phrase or term of this agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this agreement.
  2. By signing below, the Client indicates an understanding that the Firm has not made an agreement with Client or promises to Client about the outcome or result of Client’s legal matters. Also, Client agrees to notify the Firm immediately in writing if Client feels or believes any matter is not receiving proper attention or is otherwise not being properly handled or Client suspects any misunderstanding about what the Firm is to do for Client.
  3. By signing below, Client agrees that this Agreement has been thoroughly explained to Client and reviewed by Client before being signed by Client, or that Client has had ample opportunity to review this Agreement and have it fully explained.
  4. If Client fails to pay the amounts due to the Firm under this Agreement, Client agrees to pay all reasonable outside or external attorney fees and other expenses incurred by the Firm in collecting the amounts due, excluding any fees associated with the State Bar’s fee dispute resolution program, should Client elect to participate in that program.
  5. After completing the work for Client, the Firm will dispose of everything in the file after mailing the original file and material back to Client. The Firm will maintain digital copies of all documents on our computer system for at least three years after the matter is finished.
  6. If any funds belonging to the Client are in our possession at any time, the Firm may deduct from those funds and pay to the Firm any unpaid amounts we have billed you, unless the fees are disputed.

**Communication**. We encourage you to ask any questions you have about our charges or services. We promise to provide prompt, accurate answers. We expect you to inform us of any complaints about any bill immediately after it is sent to you.

The firm recognizes that our clients are our most valuable resource. We care deeply about your satisfaction with our work. In an effort to ensure that you as our clients receive the personalized service you deserve, we will contact you to survey the quality of our work and our personnel. We ask your cooperation in completing these surveys. By signing this agreement, you indicate you understand and agree to complete those surveys so we can maintain our highest level of service to you, our client.

Please indicate your agreement by signing in the space provided below on the enclosed extra copy of this contract and return it to us immediately. Thank you for giving us the opportunity to do your legal work.

This is the 7th day of October, 2020.

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Lisa Angel

Rosen Law Firm