LITIGATION CLIENT AGREEMENT

THIS 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 the litigation of a domestic dispute. The representation shall be limited to the matters of Equitable Distribution, Child Custody, Child Support and Alimony and Post Separation Support.

A separate agreement will be negotiated between the Client and Firm in the event that an appeal is undertaken. The Client understands that the Firm will not represent the Client in any appeal until such time as the separate agreement is negotiated.

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

**Legal Services**. The aforementioned services are provided to the Client, and the Firm is reserving its services for the Client, in exchange for flat or fixed fees for specified services to be paid according to the following schedule:

$10,000.00 for initiation of litigation, including review of financial information, court documents and prior attorney work-product, drafting initial pleadings, responding to mandatory disclosures, preparing affidavits, and scheduling temporary hearings as determined necessary by the firm, which fee is due upon retention of the Firm’s services, and

$10,000.00 for conducting, responding to and analyzing discovery, filing motions to compel, and scheduling temporary or permanent hearings and other motions as necessary, which fee is due upon commencement of discovery by opposing party and/or the recommendation of the firm to commence discovery on behalf of Client, and

$5,000.00 for preparing for and engaging in alternative dispute resolution (mediation, arbitration or similar alternatives), and determining the need for, selecting, and engaging expert witnesses and consultants, which fee is due upon scheduling alternative dispute resolution, and

$10,000.00 for taking up to two depositions for two days each, which fee is due upon receipt of a notice of deposition from the opposing party and/or the recommendation of the firm, and

$2,500.00 for communication with the parenting coordinator including meetings, telephone calls and correspondence with the parenting coordinator, which fee is due upon the appointment of a parenting coordinator and

$4,000.00 for the Post-separation Support hearing due 15 days prior to the scheduled hearing, and

$8,000.00 for the permanent Child Custody hearing due 45 days prior to the scheduled hearing, and

$6,000.00 for the permanent Child Support hearing due 45 days prior to the scheduled hearing, and

$9,000.00 for the Alimony hearing due 45 days prior to the scheduled hearing, and

$2,500.00 for the equitable distribution initial pretrial conference, which is due 45 days prior to the scheduled date of the equitable distribution Initial Pre-Trial Conference, and

$5,000.00 for the equitable distribution final pretrial conference, which is due 45 days prior to the scheduled date of the Final Pre-Trial Conference, and

$10,000.00 for the Equitable Distribution hearing, paid 45 days prior to the scheduled date of the equitable distribution hearing, and

$5,000 for every post trial hearing or conference regarding entry of an Order which fee is due 15 days post trial in the event the language of the proposed order is disputed and

$ 255.00 paid upon filing for absolute divorce.

All hearing preparation fees are paid only once, regardless whether the hearing is continued beyond the original hearing date.

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 and editing of each Qualified Domestic Relations Order.

The Client will have no obligation to pay any of the flat fees if the matter is resolved by execution of a written document prior to the fee becoming due. Each payment pursuant to this schedule is a prepaid flat fee for providing the services described above, and represents the entire payment for the specified legal work to be performed, regardless of the amount of time that it takes to perform the legal work. The fees are earned immediately upon payment and will be deposited in the firm’s business account. When the representation ends, the 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 aforementioned fees include presenting testimony of up to five (5) non-expert witnesses at the hearing, taking up to two (2) depositions, defending all non-expert depositions, and attending two preliminary hearings if necessary. Preliminary hearings are minor hearings such as motions to compel the production of discovery, motions for the appointment of experts, or motions for summary judgment (These preliminary hearings are hearings that extend for no more than a few hours). Specifically, hearings relating to domestic violence protective orders, emergency child custody, contempt, appointment of a guardian ad litem, and enforcement of prior orders are not covered by the terms of this Agreement and representation in these matters will be the subject of a separate agreement in the event that this becomes necessary. Additional matters which arise during the course of the representation, which are not covered by the terms of this Agreement, will be the subject of a separate agreement if such matters arise. In the event that the Firm determines that it is necessary to take additional depositions or to call additional witnesses the fee per witness is $1,000.00 and the fee per deposition is $1,500.00 . In the event that more than two preliminary hearings become necessary the fee per additional hearing is $1,000.00 . The fees for these services are to be paid to the firm prior to the initiation of the work required.

**Expenses**. All expenses the Firm incurs or advances in connection with providing legal services will be billed separately. All variable expenses will be billed according to the actual amount of the expense. Examples of variable expenses are filing fees for absolute divorce, recording fees, filing fees, investigator fees etc. Prior to the time that these expenses are incurred we require a deposit of funds into our trust account. We will not incur these variable expenses until we receive this deposit. This deposit will be applied toward these expenses. These deposits the Client maintains with us will not bear interest. At the end of the representation, we will refund to the Client any funds remaining in our trust account which are not needed to satisfy the balance of the Client’s account with the firm, which may include unpaid legal fees. Client specifically agrees that any deposit remaining in trust at the conclusion of the representation may be used to satisfy any unpaid legal fees.

**Opposing Party and Attorney's Fees**. Sometimes the Court will order the Client’s adversary to pay part or all of Client’s attorney's fees and expenses, although sometimes the Court makes no order for fees and costs. Amounts received pursuant to court order will be credited to the Client’s account. The court award of attorney's fees and expenses, if any, does not set or limit our fee in any way or the Client’s liability to us for fees and expenses under this Agreement.

If the court awards attorney’s fees and expenses, but those amounts are unpaid by the opposing party, the Client may elect to have our firm pursue a collection action on the Client’s behalf. Pursuit of a collection action, however, is an additional service requiring the Client to execute a separate agreement to retain our services for that purpose. In the event the Client discharges us as the Client’s attorneys at any time, or we withdraw as the Client’s attorneys, we shall nevertheless have the authority to pursue the collection of attorney's fees and expenses awarded against the opposing party and any part thereof that is collected will be credited to the Client’s account. Please understand, however, that the Client is at all times primarily liable to us for all attorney's fees and expenses and any pursuit thereof against the adverse party is on the Client’s behalf, and at Client’s discretion, as an additional service to Client.

**Billing Frequency and Late Charges**. The Client understands that all bills are due when received by the Client. If a bill has not been paid in full prior to the expiration of a 30-day period from the date on the bill, a late charge of one-and-one-half percent per month will be imposed on the balance.

**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 nonattorney professionals best suited to each Client to serve the Client's specific needs and requirements at each stage of the Representation. Sometimes our professionals will reside outside of the United States and the 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 the 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 our representation of the Client at any time. Any termination of our representation of the Client does not relieve the Client of the obligation to pay any amounts owed to us for expenses incurred through the date of termination.

We may terminate our representation of the Client, retain the Client’s previous earned payments and withdraw as the Client’s counsel, if:

* 1. The subject of the representation is concluded by execution of a Court order or judgment or written agreement between the parties;
	2. We discover any conflict of interest;
	3. The Client fails to pay immediately when due any amounts required to be paid under this Agreement;
	4. We discover that the Client has made any misrepresentation in connection with the matter that we are handling for the Client, or we discover any material variance between the facts as related to us by the Client and the facts as they actually exist;
	5. The Client acts in such a manner as to abuse the attorney/client relationship to such an extent that, in the discretion of the Firm, the Client is no longer someone whom the Firm is willing to represent;
	6. The Client fails to heed our advice or recommendations or otherwise does not cooperate with us in our representation of the Client; or,
	7. We have a disagreement over what legal matters the Firm is supposed to be handling for the Client.

The Client grants the Firm the authority to represent the Client in the above matters and to enter appearances on behalf of the 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 we have not made an agreement with the Client or promises to the Client about the outcome or result of the Client’s legal matters. Also, the Client agrees to notify us immediately in writing if the Client feels or believes any matter is not receiving proper attention or is otherwise not being properly handled or the Client suspects any misunderstanding about what we are to do for the Client.
	3. By signing below, the Client agrees that this agreement has been thoroughly explained to the Client and reviewed by the Client before the Client signs it, or that the Client had an ample opportunity to review it and have it fully explained to the Client.
	4. If the Client fails to pay the amounts due to us under this agreement, the Client agrees to pay all reasonable attorney's fees and other expenses incurred by us in collecting the amounts due, excluding any fees associated with the State Bar’s fee dispute resolution program, should the Client elect to participate in that program.
	5. After completing the work for the Client, we will dispose of everything in the file after mailing the original file and material back to the Client. We 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 of the Client’s are in our possession at any time, we may deduct from those funds and pay to ourselves any unpaid amounts we have billed the Client unless the fees are disputed.

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

The firm recognizes that our clients are our most valuable resource. We care deeply about the Client’s satisfaction with our work. In an effort to ensure that the Client receives the personalized service you deserve, we will send you surveys regarding 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 16th day of June, 2020.

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Lisa Angel Rosen Law Firm

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| **Civil Division Fees** | **Effective July 1, 2011** |
| **Small claims Filing** | $96.00 |
| **Counterclaims** | $96.00 |
| **A&P Summons** | $15.00 |
|  |  |
| **District Filing** | $150.00 |
| **Counterclaims/Crossclaims** | $150.00 |
| **A&P Summons or Endorsements** | $15.00 |
| **Motions**  | $20.00 |
|  |  |
| **Superior Filing** | $200.00 |
| **Counterclaims/Crossclaims** | $200.00 |
| **A&P Summons or Endorsements** | $15.00 |
| **Motions**  | $20.00 |
|  |  |
| **Divorce Filing** | $225.00 |