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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.

### 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: Drafting and Negotiating Complex Separation Agreement; settlement and negotiations with opposing party/attorney in an effort to avoid litigation. This is no way guarantees that settlement will be successful. The fee for Attorney Richard Waugaman for a Complex Separation Agreement is \$2,500.00. The fee for Attorney Tiffany Lesnik for a Complex Separation Agreement is \$4,000.00.

### ATTORNEY'S FEES

The Firm has charged, and the Client has agreed to pay the sum of 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. This fee also does not include attendance at mediation or arbitration or any other form of settlement conference between the parties. The attorney's presence at said events would be charged at an hourly rate under a separate contract.* The Firm has charged, and the Client has agreed to pay the fee, 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. The fee paid will be considered earned by the Firm upon consultation with Client, drafting/review of the Separation Agreement, and counter-proposal and correspondence submitted to the opposing party's attorney.



### 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 time spent reviewing/revising the Separation Agreement or corresponding with opposing counsel or working for Client at an hourly rate of \$250.00. Once a counter proposal is submitted to opposing counsel, 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: \_\_\_\_\_  
Lesnik Family Law

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