

## CONTRACT FOR ATTORNEY'S EMPLOYMENT

This contract for Attorney's employment, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, whose phone number is: \_\_\_\_\_; hereafter designated: "Client" and Nick Thompson, Attorney at Law, 800 Stone Creek Parkway Suite 6, Louisville, Kentucky 40223, phone number: (502) 429-0057, fax: (502) 625-0940, hereafter designated: "Attorney."

### I. PURPOSE OF EMPLOYMENT

Client hereby employs Attorney to represent Client as an attorney at law in an action for a dissolution of marriage or family court matter, and authorizes Attorney to institute such actions as may be advisable, in the judgment of Attorney, in representing Client in such matters. Attorney may handle the matters as Attorney's experience and knowledge dictate and to the best interests of Client. Attorney is authorized to investigate all claims, obtain exhibits, interview and subpoena witnesses, and do all things required for furtherance Client's interests in the aforementioned matters. Client does hereby affirm that Client believes that Client's spouse will sign documents outlining terms of the marital dissolution, which Client shall relate to the Attorney for this purpose.

**NOTE:** It is the understanding of both parties that the Attorney shall prepare documents which shall require the voluntary signature of both Client and Client's spouse, and that these documents shall be based upon the premise that Client and Client's spouse have already agreed in principle to all terms of property and debt division and matters concerning minor children of the marriage as related from Client to Attorney. In the event that Client's spouse fails to voluntarily sign all of the documents, or in the event Client's spouse fails, if requested to completely prepare and sign a 510-MCD (Mandatory Case Disclosure), 510-ACK (Mandatory Case Disclosure Acknowledgement), and the 510-INT Disclosure Statement before a notary public, client recognizes that additional attorney fees shall be required in advance before Attorney shall be obligated to take further steps regarding this matter.

**CLIENT AGREES THAT IF CLIENT'S SPOUSE REFUSES TO SIGN PAPERS AND GIVE 100 PERCENT COOPERATION, THE DIVORCE WILL NOT BE FILED, AND ALL FEES PAID BY CLIENT WILL BE KEPT BY ATTORNEY, AND CLIENT WILL RECEIVE NO REFUND, AND IF CLIENT WISHED TO PROCEED ANY FURTHER, CLIENT SHALL PAY ADDITIONAL FEES SET FORTH LATER IN THIS CONTRACT.**

Client: \_\_\_\_\_ Attorney: \_\_\_\_\_

## II. ATTORNEY'S FEES

Client agrees to pay Attorney for all services required under this Contract for the following:

- A. \$500.00 as a minimum nonrefundable retainer fee, no part of which is refundable, this minimum fee shall be credited against the hourly per diem fee hereafter provided;
- B. \$150.00 per hour as an hourly per diem fee for all the time expended and \$45.00 per hour for the time expended by his/her secretary or paralegal, all subject to a credit from the minimum nonrefundable retainer fee set forth in sub-paragraph A, supra, and said per diem fee may be modified by written agreement of parties. Client acknowledges that all fees are earned by the attorney upon payment and are non-refundable. All fees become the sole property of the Attorney when paid to her, and shall not be held in escrow, and shall not be refunded. The Client understands that secretaries and/or receptionist will spend a significant amount of time on Client's case unless so directed by Attorney, and then only to perform specific tasks as so directed by the attorney.
- C. It is hereby agreed that in the event this dissolution matter is completely uncontested, and provided the total gross assets of the parties is less than the total sum of \$50,000.00, and provided the attorney is not asked to divide retirement funds and/or accounts, pension funds and/or accounts, Individual Retirement Accounts (IRAs), 401K plans, or other tax deferred plans, and provided Attorney is not required to prepared a Qualified Medical Child Support Order (QMCSO), and provided Client wishes to forgo all Disclosure and or Discovery options regarding assets of Client's spouse cooperates fully with the Client, and provided Client's spouse signs all documents prepared by Attorney for the resolution of this dissolution matter without changes, discussions or arguments concerning the terms of the resolution of this dissolution matter, and provided Client's spouse completely prepares and signs a 510-MCD, 510-ACK and the 510-INT disclosure statement before a notary public if requested to do so, and provided clients spouse fully and promptly with the resolution of this dissolution matter, and provided this dissolution matter is uncomplicated and simple for the Attorney to resolve, and provided that Attorney is not required to spend more than two total hours of her time, if additional changes to documents are required additional fees may be assessed.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

And no more than one hour of her time prior to her preparation of Client's papers and no more than two hours of her staff's time in handling of this dissolution matter and provided Attorney does not need to prepare a Qualified Medical Child Support Order (QMCSO), Client shall not be required to pay any Attorney's fees in excess of the \$500.00 required by clause II. A. As listed above.

In the event that client does not qualify for this \$500.00 limitation due to non-compliance with any of the above provided conditions, regardless of whether or not said non-compliance is the fault of the Client, the Client shall be required to pay the Attorney her hourly per diem fee as set forth in clause II. B. Above, and this clause II. C. Shall not in any way reduce the Attorney fee charged.

- D. It is hereby understood that at the first indication that Client will not qualify for the minimal fee described in clause II. C. Above, the Attorney shall at that time be paid an additional retainer fee equal to the sum then owed based on a per diem basis plus an additional advance fee in a sum equal to at least \$750.00, or at least \$4000.00 if the case is filed in a county outside of Jefferson County. However, if custody of a child or children is as issue, the retainer will be much greater and will include an additional payment into escrow, the amount that shall be quoted by the Attorney at that time. Said additional fees to be paid immediately, before Attorney is obligated to do additional work. The Attorney is not obligated to accept the case if the case becomes contested. The retainer and hourly rate are subject to increase after twelve (12) months.
  
- E. In the event a hearing or trial is scheduled which is anticipated to take over three hours of Attorney's time total, including preparation and attendance at said hearing or trial, Client shall be obligated to pay the sum of money into the said escrow account which is equal to Attorney estimate of how much time shall be involved said action at Attorney's hourly rate. These monies must be paid within three days of Client being told by Attorney of the amount needed to cover this anticipated expense. NOTE: Any payment discussed or made with the client shall continue even after this lump sum is paid. Do you understand this? \_\_\_\_\_.

Client\_\_\_\_\_ Attorney\_\_\_\_\_

- F. Any fee awarded to Client by the Court or agreed upon in any settlement agreement shall be paid to Attorney to apply on Attorney's fees as set forth in the Contract, and the balance if any, shall be refunded and assigned to Client.
- G. In the event that the Client and Attorney determine after the initial consultation, that the Client does not desire that the Attorney handle this marital dissolution, this Contract shall immediately terminate and the Attorney shall retain the \$500.00 fee paid the him/her by the Client prior to the initial consultation. NOTE: Client must pay all court costs in advance IN CASH, or by certified check, or money order which will be a minimum of \$118.00, in addition to the fees set forth herein. Client hereby agrees and consents to the foregoing Attorney's fee and the payment of cost as set forth as in this contract. All Attorney's fees and cost shall carry interest there in at the rate of 12% compounded annually, however, fees and costs paid on tie will incur no interest. However, it is understood in the event any fees called for as set forth herein, Client shall be in default on this Contract, and Attorney's obligation under this Contract shall be a an end, Client shall not be entitled to reinstate said obligations, and Attorney shall be entitled to obtain judgment against Client for the unpaid fees plus \$100.00 in liquidated damages. Should Attorney be required to retain the service of another attorney to collect said billings, Attorney shall also recover from Client all reasonable attorney fees incurred in collecting same. Any stop-payments of checks or bad checks will carry an additional \$50.00 charge.

### III. COSTS

All Court costs, filling fees, witness fees, exhibit charges, medical records, reports, pictures, deposition costs, PHOTOCOPY EXPENSES (Note: photocopies made in Attorneys office shall be charged to Client at the rate of 25 cents per page), and all other out-of-pocket expenses shall be paid by client in advance pursuant to the terms of this Contract. Court costs are currently a minimum of \$118.00, however, they may increase, and if so, you will have to pay the increased Court costs if they increase. Do you understand and agree?

\_\_\_\_\_.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

#### IV. APPEALS AND RELATED CRIMINAL AND DOMESTIC VIOLENCE MATTERS

In the event Client desires an appeal to any court, or if an appeal is taken by parties adverse to Client in any Court, or if Client becomes involved in a domestic violence or criminal case relative to the divorce situation, Client's Attorney fees and costs relating thereto shall be agreed upon in writing prior to the Attorney handling any such matters. The parties agree this Contract does not cover any appeals, domestic violence, or criminal matters. If for any reason the Attorney's fees and costs are not agreed upon in writing and Attorney handles any such appeal for Client, then client agrees to pay Attorney and hourly per diem fee at the same rate set forth in clause II. Of this Contract for all time rendered by Attorney pertaining to any such appeals, domestic violence, or criminal matters, and further; Client agrees to pay any and all costs pertaining thereto. However, Attorney is not obligated in any event to agree to handle any such appeal, domestic violence, or criminal matter.

#### V. DISCLAIMER OF WARRANTIES

Attorney has made no warranties of guarantees as to the results of Client's matters, and Client does not rely upon any warranties or guarantees made by Attorney or anyone on Attorney's behalf as to the results of Client's matters. Client hereby retains Attorney without any promise or guarantee of results.

#### VI. NOTICES

Client and Attorney agree to keep each other informed as to their respective current addresses and phone numbers and all notices or correspondence shall be sent to the last known address of each.

#### VII. ATTORNEY'S WITHDRAWAL

If after reasonable investigation of client's matters, Attorney determines that it is not feasible to handle the case as Client wishes to prosecute Client's claim, or if Client does not reasonably cooperate with Attorney, or if client does not pay any fee as required by this contract when due, then upon notification by regular mail, addressed to Client's last known address, Attorney may withdraw from this Contract. In event of any such withdrawal, Client agrees to pay attorney the sum required by this contract through the date of withdrawal. In the event Client fails to make a bi-weekly payment required by this contract,

Client \_\_\_\_\_ Attorney \_\_\_\_\_



attorney may immediately withdraw, and the client has a duty to sign an agreed order allowing said withdrawal. If client refuses to cooperate in attorney's withdrawal brought about by client's failure to pay the agreed upon attorneys fees, client shall be liable for the time the attorney spends in court as a result, making his motion to withdraw.

### VIII. MISCELLANEOUS

- A. Attorney is authorized to discuss and consult with members of Attorney's firm and such other persons and agencies as attorney may deem necessary to prepare client's matter, and to delegate secretarial duties to secretaries employed by Attorney's firm, unless Client specifically requests in writing that attorney not so delegate, contact a specific individual, agency, or company, or for limited contact under specific guidelines. Also, Client understands it shall be necessary to explain the purpose of all phone calls to Attorney's secretaries and to answer all questions asked by his staff.
- B. Client agrees to keep all scheduled appointments and to notify Attorney at least one (1) hour in advance if an appointment is expected to be missed or the client is delayed. In the event that client or spouse misses an appointment without proper notice, client agrees to pay a \$50.00 missed appointment fee. All office meetings and consultations are by appointment only. Client agrees to be on time for all Courthouse appointments and that Attorney shall only wait five minutes at the Courthouse before leaving to return to his/her office. Client agrees that if Client, or Client's spouse misses or is over five minutes late for a Courthouse appointment, said Courthouse appointment shall only be rescheduled after an additional \$50.00 fee is paid in advance to the Attorney by Client. Client shall not telephone Attorney at home except in case of emergency and Client agrees to pay Attorney the sum of \$25.00 plus all normal fees described above, for each such call made to Attorney's home for any reason; said \$25.00 fee to be paid immediately.
- C. Client understands that the Police should be called immediately in the event of domestic violence perpetrated against client, and that the Attorney should be notified at his/her office on the next business day following the incident. Client agrees to complete the 510-MCD, 510-ACK and the 510-INT financial disclosure form neatly in ink, and to request his/her spouse to do likewise.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

- D. Copies are to be made and to be given to Attorney as soon as possible. Client understands that Attorney shall not begin preparation of any marital dissolution documents until client has given the above-mentioned paperwork to Attorney. Client is to contact and ask questions of Attorney should Client not understand any aspect of representation contemplated by this contract, understand the content of this Contract, have any questions concerning any issue of representation or the status of the retained employment for this case. Client acknowledges that the attorney-client relationship exists and that the attorney Have informed the client of the relationship and the fundamentals of this relationship.
- E. Client shall pay an additional service fee in the sum of \$20.00 in Client's check is returned by the bank for insufficient funds or for any other reason. This fee shall be paid to Attorney in cash before Attorney shall be obligated to take any additional action for Client.
- F. It is understood that client wishes Attorney to proceed with this matter as rapidly as possible, however, it is understood and acknowledged that Attorney shall not be obligated to ignore or subordinate other matters currently being handled by him for any reason, nor shall Attorney be required to act unreasonably or with unreasonable speed or haste for any reason. Within these limits, Attorney shall attempt to meet the time requirements of client.
- G. Timeframe: It is understood that the Attorney shall use all reasonable efforts to complete the initial draft of the necessary documents for Client within thirty (30) days of receipt of payment in full of the \$500.00 retainer fee referred to above, and receipt of all information requested by Attorney or his/her staff, and from the day on which client comes to the office for the second office visit and meets with the Attorney, whichever occurs last, or from the day of the most recent change request and payment in full of the additional fee. At which time the said documents shall be mailed to Client unless Client otherwise informs Attorney. If Client wishes to pay an additional fee of \$200.00 at the initial office visit the time frame herein mentioned might be reduced to seven days, or for an additional \$500.00 it may be reduced to twenty four (24) hours.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

H. Client understands that one reason Attorney is able to offer this service at such a competitive rate is based on the need to make the procedure as efficient as possible for the Attorney and his/her staff. Client understands that not phone calls should be made to Attorney's office merely for the purpose of inquiring as to when the papers shall be ready. Client understands that the papers shall take up to thirty (30) business days from receipt of payment in full, or from the date Client gives all information requested, or from that date of any change request and payment of that fee in full to be prepared. Client agrees that an additional fee of \$25.00 shall be due the first time he/she makes an inquiry phone call, and that the case shall revert to a straight hourly fee rate upon the second inquiry. Also, Client agrees to explain any and all questions or inquiries to Attorney's staff. Client agrees that if he/she wishes that the papers be revised, there shall be an additional charge of at least \$75.00 due in advance for each revision.

DELAY: In the event that Client is unable to provide information requested by Attorney or payment of fees within 60 days from the date of Client's initial appointment with Attorney, Client will need to come back to the Attorney's office when payment and or information does become available so that attorney's information and records may be updated. There shall be an additional charge of \$50.00 for this additional office visit. In the event client needs to see the attorney at this additional office visit, there shall be an additional fee of \$100.00 for the first half hour, plus \$200.00 per hour thereafter. All fees referred to in this paragraph must be paid in advance.

PHOTOCOPIES OF CLIENT'S FILE:

Client has a right to have a copy of the attorney's file, however, client is liable for the photocopy expense in advance. In the event the client wishes to obtain a photocopy of the attorney's file, client shall give the attorney a deposit in advance, which shall equal the number of pages estimated by the attorney multiplied by 25 cents per page. In the event client wishes to be eligible to obtain a copy of his/her file without paying the said cost in advance, Client may pay an hourly rate of \$225.00 per hour instead of the standard \$200.00 per hour as indicated above, and there shall be an additional \$25.00 added to the biweekly payment plan to the previously

Client \_\_\_\_\_ Attorney \_\_\_\_\_

stated payment plan figure. If you wish to pay the higher hourly attorneys fee of \$225.00 per hour and if you wish to pay an additional \$25.00 per week on your payment plan and retain the option of obtaining a copy of your file without making advance payment therefore; please write the word "yes" here \_\_\_\_\_.

Do you want to pay extra in order to be able to obtain a photocopy of your file without making advance payment therefore? \_\_\_\_\_.

Are you willing to agree that you must pay for a copy of your file in advance at the rate of 25 cents per page based upon the attorney's estimate of the number of pages involved? \_\_\_\_\_.

**ACCESS TO ARCHIVES:**

If client requests copies of any documents once the case is closed in attorney's office and placed into archives, there shall be a \$25.00 archives access fee, in addition to the \$.25 per page copying charges referred to herein.

**SIGNATURE OF SPOUSE BEFORE NOTARY:**

If your spouse resides outside of Jefferson County, Kentucky, and if your spouse does not have an attorney, your spouse ABSOLUTELY MUST sign the papers before a notary IN THE STATE AND COUNTY WHERE YOUR SPOUSE RESIDES. The papers MAY NOT be signed before a Jefferson County, Kentucky notary by your spouse. Do you understand this? \_\_\_\_\_.

**PROOF QUESTIONS:**

The attorney will provide a proof sheet, which client will take to a notary outside Attorney's office to be notarized and returned to Attorney's office per Jefferson County Family Court Rules. PICKUP OF FINAL DECREE EARLY, ON DAY OF FINAL PROOF IS NOT POSSIBLE.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

MAILING OR PICKING-UP OF PAPERWORK:

The attorney's office will call client when client's papers are ready to be picked up from Attorney's office, or client can choose to have papers mailed to client when completed, at the cost of \$2.00 for postage. Please check one of the following:

- I will pick up my papers from our office \_\_\_\_\_;
- Please mail the papers to me \_\_\_\_\_; I know I will need to pay \$5.00 additional now.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMSCO):

A Qualified Medical Support Order, (QMSCO), will order your spouse's employer to maintain the health and dental insurance on your children. This order will protect you from the financial ruin, which could happen if your spouse were to cancel coverage on the children before a major health care need of the children. The additional retainer fee for this service will be \$1000.00. Fees for this service shall be paid at the hourly rate of \$200.00 per hour. \_\_\_\_\_  
Strongly recommends that this order be prepared. Do you wish Attorney \_\_\_\_\_ to prepare this order? \_\_\_\_\_

CHANGES TO PAPERWORK:

The client will pay the attorney in advance, an additional charge for any changes client requests to be made to the paperwork after the information is put into the computer by the secretary, which the attorney shall determine based on the complexity of the changes required, the minimum of which shall be \$75.00. Is this understood and agreeable to you? \_\_\_\_\_

START OF ATTORNEY'S REPRESENTATION:

Client agrees that attorney does not represent client and attorney is not retained until the entire retainer has first been paid in full. If client does not pay the entire retainer the attorney is not the client's lawyer, the attorney shall not appear in court for client, nor shall attorney take any other action on client's behalf.

DELAY OF MORE THAN ONE YEAR

If client does not choose to proceed or is not able to proceed with the divorce within one year of hiring the attorney, and if the client then decides to proceed, all fees originally paid will be forfeited, and client will need to sign a new contract with the attorney and client will then be required to  
Client \_\_\_\_\_ Attorney \_\_\_\_\_

pay another fee to attorney at the attorney's then usual rate for the service being contemplated.

#### LIMITATION

I understand and agree that the attorney is not obligated to accept my case if the case does become contested.

#### CHILD CUSTODY

The law concerning child custody changes frequently, therefore, you need to check with your attorney if the issue of child support comes up in the future. Currently however, if you allow your spouse to have sole custody of your children, your spouse will have control over all-important issues concerning your children. If you have joint custody of the children to reside primarily with your spouse, you will then have the authority to have input regarding your children's welfare. The law does not discriminate against men or women concerning child custody, unless the children are extremely young (such as while breast feeding), in which case the court could possibly favor leaving the children with the mother at that time. Having joint custody would allow both parents to have equal input on important decisions concerning the child. Sole custody would normally give that decision making power to the custodial parent only. Remember that the normal rules can be modified by agreement.

QUESTION: DO YOU COMPLETELY UNDERSTAND THE ABOVE PARAGRAPH CONCERNING CHILD CUSTODY? \_\_\_\_\_.

#### FAMILY IN TRANSITION EDUCATIONAL PROGRAM

Families with children between the ages of 5 and 18 years of age are assigned to the Families in Transition educational program. The fee for this is not paid to your attorney. The fee goes to the people who manage the program and can be approximately \$100.00 per family. The fee can be reduced or waived if this expenditure creates a financial hardship and the fee is based upon a sliding scale based on income. You will be responsible for payment of these fees, in addition to the fees you have paid your attorney and in addition to the court cost filing fee of \$118.00 and Proof fee of \$15.00.

Do you understand and agree to this? \_\_\_\_\_

Client \_\_\_\_\_ Attorney \_\_\_\_\_

I CERTIFY THAT I HAVE ASKED \_\_\_\_\_ ANY QUESTIONS REGARDING THE ABOVE, WHICH I HAD, IF ANY, AND THAT HE HAS ANSWERED ANY QUESTIONS, IF ANY THAT I HAD AND THAT I KNOW UNDERSTAND ALL OF THE ABOVE.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

#### CHILD SUPPORT:

Child support is calculated based in large part on the income of both parties. You have the right to obtain detailed information regarding your spouse's income. However, if you wish to proceed without obtaining this information, you can choose to give \_\_\_\_\_ an estimation of your spouse's income level. If you do this, you must be prepared for the possibility that your spouse earns much more than you think. This would result in you receiving much less child support than you are entitled to or paying much more. Kentucky State law makes non-payment of child support a crime, punishable by up to 12 months incarceration, even if you are not yet under a court to pay child support. Therefore, if your children are not in your care and possession full time now, you need to begin paying the child support calculated for you by \_\_\_\_\_ immediately and if \_\_\_\_\_ has not yet calculated same, you should pay at least \$50.00 per week starting immediately. All payments should be made via checks, and all cancelled checks must be retained by you forever.

QUESTION: Do you completely understand the above paragraph and do you agree to this? \_\_\_\_\_

QUESTION: Do you want to obtain documents from your spouse regarding income? \_\_\_\_\_.

QUESTION: Would you like \_\_\_\_\_ to base the child support computations based only on your estimation of your spouse's income, realizing that you are taking a great financial risk by doing so? \_\_\_\_\_. If yes, please state in your own words why you wish to take this tremendous financial risk.

Has there ever been a court case involving the children in any way? \_\_\_\_\_ Yes/no. If yes, please describe.

Client \_\_\_\_\_ Attorney \_\_\_\_\_

CHILD SUPPORT MUST BE CALCULATED AND SET ACCRODING TO KENTUCKY CHILD SUPPORT GUIDELINES. CHILD SUPPORT CANNOT BE WAIVED.

REMEMBER – “I’m not guaranteed overtime” is the oldest line in the book concerning child support. Every Judge has heard this line thousands of times, and they do not ever believe it, unless you can provide a written notarized statement from the employer showing that you will not get overtime again in the foreseeable future due to some change at the company. Child support must be based on average year to date income. You should pay child support by check and keep your returned check forever. Never pay child support by cash or money order unless you get a notarized receipt signed by the recipient. Do you understand and agree with this?

I CERTIFY THAT I HAVE ASKED \_\_\_\_\_ ANY QUESTIONS REGARDING THE ABOVE, WHICH I HAD, IF ANY, AND THAT I KNOW UNDERSTAND ALL OF THE ABOVE.

BY SIGNING THIS LAST PAGE, I CERTIFY THAT I HAVE READ AND UNDERSTAND EVERY CLAUSE TO THIS CONTRACT.

Client \_\_\_\_\_ Attorney \_\_\_\_\_