



# Stacy Wright

## Family Law & Mediation <sup>Chtd.</sup>

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Date: \_\_\_\_\_ Client: \_\_\_\_\_

It is the policy of **Stacy Wright Family Law & Mediation, Chtd.**, to require each client to sign a written retainer agreement before beginning any work on a client's case. If you wish to have **Stacy Wright Family Law & Mediation, Chtd.**, represent you, and you agree to the terms set out below, please sign this agreement where indicated and return it with your initial retainer fee. The firm will not commence working on your case until this payment is received.

The terms under which the firm will represent you in your legal matter are set out below:

1. **Flat Fee.** Attorney will provide the services described herein on a flat fee basis for **\$1,100 (\$1,500 with children)** This flat fee is paid immediately into Attorney operating funds, and is not held in trust for future use. The entire amount becomes Attorney property subject to refund.

This is a one-time fixed fee (also known as a “flat” fee) that is based on the Law Firm’s experience in handling similar types of matters, the complexity of the case, and the firm’s assessment of the work that may be required. The amount of the fee will be the same regardless of the outcome of this matter.

At least \$500.00 of the flat fee must be paid at the time of retaining services and before any work on your case will begin. The remaining balance shall be paid upon signing of your documents or two months after the first payment is made (\_\_\_\_\_), whichever comes first. Client maintains the right to terminate the Attorney-Client relationship as outlined below.

Client will be entitled to a refund of all or a portion of the fees paid if the legal services are not provided. The amount of the refund provided to Client shall be determined based upon the amount of legal services previously provided at the time of termination.

The Client may discharge the law firm at any time by providing written notification and the desire to terminate the relationship. The Client is entitled to a refund of all or a portion of the fee if the agreed-upon legal services have not been provided. Termination by The Client will not relieve you of your responsibility for fees or expenses already incurred. All unpaid charges will immediately become due and payable.

2. **Documents and Services** – The Retainer Fee includes purchase of drafting of the following documents:

Client Questionnaire and Interview Form, Retainer Agreement, Summons, Petition, Admission of Service or Affidavit of Personal Service, Confidential Information Form, Certificate of Representation, Initial Case Management Conference Sheet, Marital Termination Agreement, Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree, Default Hearing Request, Affidavit of Default and Non-Military Service, Certificate of Dissolution and Notice of Entry.

if you own real estate, the following documents are included:

Summary Real Estate Disposition Judgment,

if you meet the courts poverty standards, the following documents are included:

In Forma Pauperis Affidavit, In Forma Pauperis Order, and Notice to Public Welfare.

This agreement **does not** include drafting of a Qualified Domestic Relations Order, Order for Service by Publication, or costs of publication. The law firm **does not** provide asset valuation services.

3. **Billing Rates** - Fees charged are based on the assumption that your matter will proceed uncontested. If your case becomes contested, it is the prerogative of the law firm to inform you in writing that representation on a flat fee will not be possible. At that time, you may choose to retain the firm on an hourly basis, retain another firm to represent you or proceed pro se (represent yourself). A copy of your file will be provided to you, normal copying fees will be charged.

In addition to the attorney you have retained, it may be necessary for other professionals or associates to work on your case. The firm will use our best judgment to determine the most economical use of our attorney and staff time.

4. **Costs, Disbursements and Expenses** - In addition to the above fees, you will be responsible for all costs, disbursements, and expenses incurred on your behalf. These costs include but are not limited to, filing fees (typically \$300.00-\$400.00); service of process fees; certified copy fees; photocopying expense; messenger services; postage.

You are required to pay a court filing fee IN ADVANCE, at the law firm's discretion. The law firm is not a lending institution, and costs will not be advanced by the firm for your benefit.

5. **Time Recording and Billing** - The law firm has estimated the time involved in processing your file, initial consultation, drafting necessary documents and court filing time. Additionally, the law firm has estimated two hours of consultation time, either in person or by telephone. If the law firm determines that you have exceeded the two hours consultation time, you will be notified in writing.
6. **Collection Costs** - Should the firm be required to bring suit or otherwise spend time trying to collect the amounts due the firm under this agreement, you will also be responsible for our court costs and reasonable attorney's fees as determined by the court, including payment of our normal hourly rates if the firm represent ourselves.
7. **Working Relationship** - *The cooperation of the client is very important.* Full disclosure of all facts is essential to enable the firm to properly represent you. You must promptly fill out

and return all papers such as interrogatories, information and requests, etc. If you do not, the firm shall have the right to withdraw from your case and further representation.

ALWAYS INFORM THE FIRM immediately of any change of address, phone number (both work and home), employment and circumstances.

The firm has the right to withdraw from your case if you have misrepresented or failed to disclose material facts to the firm, or if you fail to follow our advice.

Likewise, you may discharge the firm at any time for any reason. You must provide the firm with written notification of your desire to terminate the relationship.

The firm shall have the right to withdraw from representing you if you do not honor the terms of this Retainer Agreement, and you will have the obligation of paying fees and costs incurred through the date the court authorizes our withdrawal from further representation of you. Should this occur, you will be notified in writing.

8. **Document Copies** - You will be sent copies of all documents, correspondence, pleadings, etc., which will constitute your copy of the file. In the event you discharge the firm, or the firm withdraw from the proceeding, the copies sent to you will constitute your file. Duplicate files will be made available to you at your expense.

The law firm charges \$0.30 (thirty cents) per copy for all copies related to your case made on the firm's premises. That figure closely approximates the actual cost of copies to the firm. Where bulk copying is necessary, it may be to your advantage to cooperate with the firm in arranging off-premises copying at a reduced rate.

9. **Representations** - You acknowledge being advised that THE FIRM CANNOT MAKE GUARANTEES REGARDING THE ULTIMATE OUTCOME OF THIS LITIGATION, and that any expressions relative to such matters are only our opinions.

You further acknowledge being advised that no specific representations have been made with respect to the amount of fees which will be charged in connection with this proceeding. The time necessarily spent on each case varies, as well as the nature and amount of work necessary to achieve the result.

Again, no binding representation can or will be made as to how long any proceeding will take, how long it will cost, or what you will win. We promise effort, not outcome.

10. **IT IS FURTHER UNDERSTOOD AND AGREED THAT IF THE FEE ARRANGEMENTS HEREIN CONTAINED ARE NOT CARRIED OUT AS SET FORTH HEREIN, THE FIRM SHALL HAVE AT OUR OPTION THE RIGHT TO REFUSE TO PROCEED FURTHER WITH THE PROSECUTION OF THE CASE, AND TO BRING THE APPROPRIATE MOTION TO HAVE THE COURT RELIEVE THE FIRM OF OUR RESPONSIBILITY TO REPRESENT YOU.**

11. This agreement together encompasses all of the terms of the financial arrangements between you and the law firm, and cannot be modified, except in writing, signed by both parties.

**THIS IS A LEGAL, BINDING CONTRACT BETWEEN YOU AND STACY WRIGHT FAMILY LAW & MEDIATION, CHTD . NO PROVISIONS HEREOF SHALL BE CONSIDERED WAIVED OR AMENDED EXCEPT IN WRITING BY BOTH YOU AND STACY WRIGHT FAMILY LAW & MEDIATION, CHTD.**

WE AGREE THAT IF THERE IS ANY TERM HEREIN THAT IS DEEMED ULTIMATELY TO BE UNENFORCEABLE, THAT SAID TERM OR TERMS SHALL BE SEVERED OFF AND THE REMAINDER OF THE AGREEMENT PURSUANT TO MINNESOTA STATE LAW SHALL CONTINUE IN FULL FORCE AND EFFECT.

BEFORE SIGNING, PLEASE READ THIS AGREEMENT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF THE CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT. DO NOT HESITATE TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE. WE ENCOURAGE IT.

READ, APPROVED AND ACCEPTED:

\_\_\_\_\_  
Client Name (Print Please)

WORK PHONE \_\_\_\_\_

\_\_\_\_\_  
Client Signature

HOME PHONE \_\_\_\_\_

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Stacy Wright, Attorney at Law

**Automatic Payment Enrollment**  
**Stacy Wright Family Law & Mediation, Chtd.**

Name \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

**Notes about payment plan:**

**Payment Plan Start Date:**

**Amount of payment(s):**                    \$ \_\_\_\_\_

**Date of payment(s):**

1<sup>st</sup> of each month      15<sup>th</sup> of each month                    Other (specify) \_\_\_\_\_

**Type of account:**      Visa                    Mastercard                    Discover

**Account Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**CID code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_