

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 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:

- Quitclaim Deed (with recordation) – flat fee of \$250.00;
- Free Trader Agreement – flat fee of \$200.00;
- Prenuptial Agreement – flat fee of \$5,000.00;
- Step-Parent Adoption (without TPR Hearing) – flat fee of \$3,500.00;
- DVPO (ten day return or renewal) – flat fee of \$2,000.00 (additional \$1,000.00  
for cross complaint);

The Client has the option to select any and all of the services for the flat fees outlined above for services performed in Wake County and only for those services as listed above. **By checking the boxes above, the client agrees to pay for those services as listed below and agrees to pay the fee in a lump sum deposit with the attorney unless other arrangements are made with the attorney.** Any flat fees for litigation include representation at any hearing up until the entry of an Order (whether temporary, permanent, a memorandum of judgment, or a consent order) but does not include representation at any subsequent hearings including reviews. Any flat fees for litigation include drafting of any Order and also includes filing/service fees and all consultations with attorney and representation in court. The fees listed above do not include additional fees associated with expert witnesses, discovery, private investigators and other additional fees for expenses that arise in gathering evidence for trial or for other motions or hearings that may arise during or after resolution of the custody issues (such as motions for consolidation, to compel or to show cause). Additional fees will not be accrued unless approved by the Client.



## ATTORNEY'S FEES

The Firm has charged, and the Client has agreed to pay the fees more specifically detailed above. The Firm has charged, and the Client has agreed to pay any flat fees prior to its involvement in the litigation case with the Wake County District Court, for legal services as set forth in this Agreement. Representation will not commence until the Firm has received the initial flat fee and that flat fee shall be considered earned by the Firm once pleadings have been filed with the Court on behalf of the Client. The amount paid will be placed in the Firm's Trust Account as an advance for services to be performed. The fee terms of the Scope of Legal Services section of this Agreement will govern the relationship between the Firm and the Client as to fees. Filing, service, and administrative fees are non-refundable.

## FACTORS IN SETTING FEES

The fees have been set by the Firm 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, & ability of the lawyer/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, & Client acknowledges that use of prior work product often saves time and money.

## 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 spent drafting Motions, Pleadings, and other court documents or working for the Client at an hourly rate of \$250.00, that have not otherwise been filed, or any other refund within the discretion of the Firm. The Firm does not guarantee any outcome or result of any hearing and no refund or discount will be given for an unsuccessful or unfavorable outcome at a hearing on any of the issues or claims raised by the Firm on behalf of the Client. Once the Attorney attends a hearing on behalf of the Client for any of the issues outlined above, no refund would apply as to that issue, and the fee is fully earned by the Attorney.



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

P.O. Box 20071  
Raleigh, NC 27619  
www-lesnik-law.com

tiffany@lesnik-law.com  
richard@lesnik-law.com  
984-232-8226