



Helaine S. Brick-Cabot

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Helaine S. Brick-Cabot

February 21, 2019

PERSONAL & CONFIDENTIAL

Dear _____:

The skilled attorneys at the Law Offices of Helaine S. Brick-Cabot (the “HSBC Firm,” “Firm,” or “Attorney”), understand the difficulties clients face as they deal with the unbelievably challenging time of divorce, which is often filled with feelings of anger, frustration, resentment, exhaustion and helplessness. The HSBC Firm understands the anxiety that often comes with moving forward with divorce and the uncertainty that comes with making major life decisions that bring about change. Although no one can ever guarantee that divorces will be pain free, the HSBC Firm does guarantee our clients that our compassionate, caring, loyal and experienced Attorneys and staff members will do everything possible to help make the divorce process as painless as possible.

A. FLAT FEE SERVICES & SCOPE OF RETENTION.

Set forth below in this retainer agreement (the “Retainer Agreement”), are the terms pursuant to which you, _____ (“Client,” “you,” “your,” etc.), have retained the HSBC Firm as your Attorneys to prepare and obtain an Uncontested Divorce, Publication Divorce, *or* Uncontested Annulment in the State of New York (unless noted otherwise, collectively, the “Uncontested Divorce,” “divorce” or “divorce matter”). You have retained the HSBC Firm under this *limited scope* Retainer Agreement to pursue an Uncontested Divorce; and it is understood that Client is *not* retaining the HSBC Firm to undertake litigation or any appellate matter before any court or tribunal or negotiations of any nature inside or outside of a courtroom.

Client understands that there is no way to predict the eventual outcome of the HSBC Firm’s efforts to complete Client’s Uncontested Divorce; and, therefore, Client acknowledges that no predictions whatsoever have been made by the Firm in that regard. From time to time, the Firm may express its views, generally, about Client’s matter; however, any views expressed by the Firm are not predictions or guarantees of the outcome of Client’s matter; and any statements in this regard, do not constitute a promise or assurance of success.

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It is further understood that any approximate timeframes discussed with Client are based strictly on average timeframes and trends that the HSBC Firm has experienced in the past in connection with other matters in various courts in New York; and any statements made by the Firm as to how long the divorce process takes are strictly and only approximations. The Firm *cannot guarantee* any timeframe in which Client's divorce will be completed because there are too many factors beyond the Firm's control (including, but not limited to, whether Client and spouse provide the Firm with the required information to file the divorce, whether Client's spouse cooperates and signs the documents, the backlog of court cases, etc.).

Client agrees to pay the Firm a flat fee (the "Flat Fee" or "Flat Fees"), as set forth below, to represent Client in Client's Uncontested Divorce, Publication Divorce, *or* Uncontested Annulment in the State of New York. The Flat Fee includes: any telephone conference(s), email communication(s), and/or First Class communications with Client deemed necessary to prepare Client's paperwork in connection with their divorce; the preparation and completion of all forms necessary to commence and complete Client's divorce; and all disbursements and filing fees necessary to obtain the divorce.

The HSBC Firm requires, and Client agrees to complete an Uncontested Divorce Questionnaire (the "Initial Questionnaire") prior to engaging the Firm. The information requested by the Firm in the Initial Questionnaire and to be provided by Client is necessary to assist in avoiding unnecessary confusion, miscommunications, and potentially avoidable additional attorneys' fees and costs.

Please note that the below indented paragraphs are *either / or* in nature (i.e., the Uncontested Divorce with No Children applies to that specific divorce service and the Uncontested Annulment applies to an annulment service):

(i) **UNCONTESTED DIVORCE WITH NO CHILDREN.** The HSBC Firm's fees for legal services to be provided under this Retainer Agreement shall be a fee of **\$XX** plus disbursements and filing fees of **\$XX**, for a total Flat Fee of **\$XX**. Client must complete payment in full (or **XX%** of the total Flat Fee) before the HSBC Firm Law Office will purchase an index number, and the balance (if any) prior to submitting the divorce in court.

(ii) **UNCONTESTED DIVORCE WITH CHILDREN.** If there are children from the marriage, then the fee is **\$XX** plus disbursements and filing fees of **\$XX**, for a total Flat Fee of **\$XX**. Client must complete payment in full (or **XX%** of the total Flat Fee) before the HSBC Firm Law Office will purchase an index number, and the balance (if any) prior to submitting the divorce in court.

(iii) **UNCONTESTED DIVORCE WITH PROPERTY AND WITH NO CHILDREN.** The HSBC Firm's fees for legal services to be provided under this Retainer Agreement shall be a fee of \$1,500.00 plus disbursements and filing fees of \$335.00, for a total Flat Fee of \$1,835.00. Client must complete payment in full (or 100% of the total Flat Fee) before the HSBC Firm Law Office will purchase an index number, and the balance (if any) prior to submitting the divorce in court.

(iv) **UNCONTESTED DIVORCE WITH PROPERTY AND WITH CHILDREN.** If there are children from the marriage, then the fee is **\$XX** plus disbursements and filing fees of **\$XX**, for a total Flat Fee of

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\$XX. Client must complete payment in full (or **XX%** of the total Flat Fee) before the HSBC Firm Law Office will purchase an index number, and the balance (if any) prior to submitting the divorce in court.

Client understands that no one particular staff member of the HSBC Firm is being retained but, rather, the HSBC Firm, as an entity, will be representing Client. The HSBC Firm reserves the right to assign and delegate any and all aspects of such representation as the Firm, in the Firm's sole discretion, deems appropriate. Attorneys, other counsel associated with the HSBC Firm, law clerks and paralegals are often called upon to assist the Firm in case preparation, as well as delegating document production, file organization, preparation and review of financial statements and data, and such other duties as are deemed appropriate by the HSBC Firm to delegate at the Firm's sole discretion. Often, the HSBC Firm's staff will meet with and/or speak to clients by telephone to obtain factual information, provide progress reports, discuss case scheduling, etc. This team approach gives Client, as the Client, the benefit of the collective experience and strategic judgment of all Attorneys and other professionals associated with the HSBC Firm, while also working in a cost-effective manner.

Notwithstanding the HSBC Firm's efforts in this regard, the Client is aware of the hazards of high costs of litigation and Client further acknowledge that despite the HSBC Firm's efforts on Client's behalf there is no assurance or guarantee of: (i) the outcome of Client's divorce matter; (ii) the length of time it may take to resolve Client's divorce matter; or (iii) the costs which may be incurred should Client's divorce matter exceed the scope of this Retainer Agreement. What is important for Client to remember is that if for any reason Client would like to speak to me, Helaine S. Brick-Cabot, Esq., or any other member of the HSBC Firm's staff, the Firm is available to speak to Client – simply advise the HSBC Firm of same so as to avoid scheduling conflicts amongst and between the Firm and the Firm's clients.

B. WHAT IS NOT INCLUDED IN THE FLAT FEE.

The Flat Fees charged by the HSBC Firm, as set forth in this Retainer Agreement, specifically and only apply to Uncontested Divorces, Publication Divorces, and Uncontested Annulments. *It is presumed that you, Client, already have an agreement with your spouse regarding the terms to be placed in your Uncontested Divorce, Uncontested Annulment (or Dissolution) agreement.*

A divorce is by nature considered contested or negotiated if Client's spouse does not agree to sign the divorce papers and files responsive/answering papers after the HSBC Firm serves your spouse with divorce papers either through a retained attorney or *pro se* (i.e., without the spouse being represented by counsel). The Flat Fees set forth in this Retainer Agreement do *not* include any time by the HSBC Firm required to negotiate or litigate with or against your spouse as to the terms of the Uncontested Divorce, Publication Divorce, *or* Uncontested Annulment.

If the HSBC Firm is required to negotiate the terms of Client's divorce, Client's spouse retains legal counsel, or the divorce becomes otherwise contested (meaning that Client's spouse wishes to negotiate or litigate the divorce) – Client understands that these matters are beyond the scope of the Flat Fee and the terms of this Retainer Agreement. If Client wishes the HSBC Firm to complete the negotiated or contested divorce, it is understood and agreed that: Client and the Firm will have to first enter into a new retainer agreement; all legal work performed under that new retainer agreement will be billed pursuant to the Firm's then-current hourly fee schedule (*see* footnote 1 below); and Client will be required to provide the Firm

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with an advance retainer against which the Firm's time and expenses will be billed (the amount of the advance retainer will be determined at the time the new retainer agreement is agreed upon and will be based upon the then-known facts and circumstances of Client's divorce matter).

The following additional attorneys' fees and costs will be charged to Client by the HSBC Firm under the following circumstances, and the following additional legal work is expressly excluded from and not included within the Flat Fee to be paid by Client as set forth in this Retainer Agreement:

(i) If Client indicates that Client's spouse will accept service of, and sign the papers in order to effectuate, the divorce, but then the spouse contests the matter, Client will be required to represent themselves *pro se* or sign another contested Retainer. If Client chooses to represent themselves *pro se*, then fifty (50% percent of the fee (not including filing fees) will be returned to the client.

(ii) The Summons with Notice must be served on the Defendant or the Defendant must sign the documents and admit service within 120 days from when we file the Summons and purchase the Index Number in order to comply with the Court's time requirements. In the event the Summons is not served or the Defendant does not admit service within the 120 day period, then Client will choose to proceed as outlined in (i).

(iii) If there are children from the marriage and a Family Court Order in connection with child support and/or custody does not exist, and Client's spouse defaults after being served (even if a signed agreement between Client and spouse exists in this regard), the court, at its discretion, may require Client and the HSBC Firm to appear, at least once, in court for an inquest (i.e., at which the court will likely question you, Client) as to matters pertaining to child custody and/or support. Although the HSBC Firm is hopeful that personal appearances in court will not be necessary to complete Client's divorce – this is a matter that is beyond the Firm's control; and, as such, if the HSBC Firm is directed to appear in court, for any reason, Client will be required to pay the Firm an additional fee of \$200.00 *per* court appearance, and paid by Client in advance of any such court appearance.

(iv) It is agreed that if Client wishes to obtain a Certified Copy of the Judgment of Divorce, Client will be required to pay an additional \$10.00 fee to the Firm. Client is entitled to a regular (non-certified) copy of their Judgment for free.

(v) Unless otherwise expressly agreed to in writing by Client and the HSBC Firm, the Flat Fee to be paid by Client as set forth in this Retainer Agreement does not include the preparation of any Qualified Domestic Relations Orders to effect the division of pension or retirement benefits, or any work necessary to sell or transfer real estate, or any other post-divorce, annulment or dissolution work needed or required by Client. If any such work is requested by Client, the HSBC Firm and Client shall execute a new retainer agreement; and all legal work performed under that new retainer agreement will be billed pursuant to the Firm's hourly fee schedule as set forth in that new retainer agreement.

(vi) It is further understood and agreed that if Client requires legal counsel of the HSBC Firm that is above and beyond the Flat Fee Services & Scope of Retention (as set forth in this Retainer Agreement), the HSBC Firm and Client shall execute a new and separate retainer agreement; and all legal

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work performed under that new retainer agreement will be billed pursuant to the Firm's hourly fee schedule as set forth in that new retainer agreement.

C. CLIENT AGREES TO PAY FOR ALL COSTS.

Separate and in addition to the Flat Fee to be paid by Client to the HSBC Firm as set forth in this Retainer Agreement, Client agrees to pay all costs associated with obtaining a divorce (including an Uncontested Divorce, Uncontested Annulment or Uncontested Dissolution), as well as any and all costs for any additional legal works as set forth in this Retainer Agreement. The estimated costs will be payable in advance of such work being performed by the HSBC Firm based upon the legal services selected by Client. Client will not be charged for the costs of documents being sent to Client by First Class Mail or for original/photo copies, but Client will be encouraged to receive the documents by email in Portable Document Format (PDF) to save time and costs; and Client agrees to pay the costs of sending documents to the HSBC Firm.

The HSBC Firm's Flat Fee does *not* include Process Service costs. It is presumed that Client's spouse will accept service of the divorce papers, and properly execute all documents without the need for formal process service. In the event that Client's spouse is uncooperative or is unwilling to sign the divorce papers, process service will be required. Client agrees to advance full payment of process service costs and fees to the HSBC Firm prior to the Firm engaging/using such services. These costs and fees may vary based upon, among other things, service requirements outside New York State, the number of times service is attempted upon Client's spouse, etc.

If Client wishes to voluntary withdraw from the divorce action, Client understands that the HSBC Firm will be required to prepare and file additional documents with the court seeking to terminate the divorce matter; and, as such, Client agrees to pay the HSBC Firm an additional \$200.00 fee, which is inclusive of all attorneys' fees and costs incurred in connection with and in order to file all divorce-related withdrawal documents.

Other than in connection with the initial in-person consultation, there is no requirement that the HSBC Firm meet in-person with Client to execute documents or discuss Client's case. Rather, it is understood and agreed, and Client expects, that all communications by and between Client and Firm, and all document submissions, shall be conducted by telephone, email, or First Class Mail or Federal Express.

D. TERMINATION OR DISCHARGE.

The HSBC Firm reserves the right to withdraw from Client's divorce matter for non-payment, or whenever withdrawal is required or permitted by ethical standards of practice. Client understands that the HSBC Firm will rely on the facts and documentation that Client and others authorized by you provide to the Firm, and Client agrees to notify the Firm immediately of any information relating to any matter in connection with which my firm provides you with counsel, and/or that has or may affect any claims and/or defenses, strategic concerns, and/or factual representations you have made or will make. The HSBC Firm's representation of Client contemplates that Client will cooperate with the efforts undertaken by the Firm. The HSBC Firm reserves the unilateral right to terminate this representation if, among other things, Client fails to honor the terms of the within engagement or this Retainer Agreement, or if Client fails to cooperate

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or to follow the Firm's advice on a material matter, or if any fact or circumstance arises that would, in the HSBC Firm's view, render the Firm's continuing representation unlawful or unethical. If the HSBC Firm elects to withdraw, Client will take all steps necessary to free the Firm of any obligation to perform further work, including the execution of any documents necessary to complete the Firm's withdrawal, and the Firm will be entitled to be paid by Client for all services rendered, as well as all costs and expenses paid or incurred on Client's behalf to the date of the Firm's withdrawal.

All time expended by the HSBC Firm and all costs and expenses incurred shall be specified on the final bill. Should any fees or disbursements be due and owing to the HSBC Firm at the time of discharge, the Firm shall have the right, in addition to any other remedy, to impose a "retaining lien," a lien upon the transfer of Client's file to a new attorney until all fees and disbursements are paid, or to seek a "charging lien," a lien upon the property that is awarded to Client as a result of equitable distribution in the final order of judgment in Client's divorce matter. No such lien may attach to maintenance or child support payments.

If Client discharges the HSBC Firm prior to completion of the divorce, or the court refuses to grant the divorce and the defect cannot be cured, Client agrees that Client shall be billed for all disbursements and filing fees actually incurred by the HSBC Firm and Client shall also be billed on an hourly basis for all work actually done by the HSBC Firm in pursuing the divorce; and that said work will be billed by the HSBC Firm to Client pursuant to the Firm's then-current hourly fee schedule.¹

E. OTHER GENERAL TERMS AS TO CLIENTS' RETENTION OF THE HSBC FIRM.

This Retainer Agreement confirms that Client has retained the HSBC Firm as Client's Attorneys to represent Client in an Uncontested Divorce, Publication Divorce, *or* Uncontested Annulment in the State of New York. Client has been advised that Client should not engage the HSBC Firm's services unless Client is absolutely certain that Client wishes to pursue a divorce. Client, by signing this Retainer Agreement and engaging the services of the HSBC Firm, represents to the Firm that all possible alternatives have been considered and that Client is certain that the Firm's legal services are desired at this time. Alternatively, Client represents that a definite decision to retain the HSBC Firm has been made to protect Client's legal interests against actual or potential action by Client's spouse.

¹The HSBC Firm's 2019 hourly fee schedule, which is adjusted annually, is as follows: Attorneys in and associated with the Firm are billed at \$250.00/hr. to \$450.00/hr.; and paralegals, clerks and summer associates are billed at \$75.00/hr. to \$100.00/hr. It is understood that, from time-to-time, the Firm may use the services of outside counsel, temporary staff members and others when the Firm determines it to be appropriate, and such work will be governed by the Firm's regular hourly fee schedule. Charges will include, but will not be limited to: telephone and office conferences with Client, other Attorneys, and among the HSBC Firm's staff; factual investigation; legal research; responding to requests from third-persons for information; drafting of documents; travel time; etc. The Firm's minimum billing increment is one-tenth of an hour (i.e., a six-minute increment) for all work performed, including for all telephone and email communications, irrespective of the actual time expended, unless the actual time exceeds the minimum billing increment, in which case Client will be charged the actual time spent in connection with same. Client understands that law clerks and/or paralegals are often called upon to assist in document production, file organization, preparation and review of financial statements and data, and such other duties as are assigned by the office.

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The HSBC Firm makes every effort to bill fairly and clearly for fees and expenses. Occasionally, however, lawyers and clients disagree about the amount of an invoice for legal services or for related costs and expenses. If a fee dispute arises in the future, it is agreed that Client and the HSBC Firm have both consented in advance to submit any such dispute to binding fee arbitration under Part 137 of the Rules of the Chief Administrator (22 N.Y.C.R.R. Part 137), which is ordinarily not binding and is subject to *de novo* review. Client is not required to waive these rights; however, by signing this letter, Client and the HSBC Firm are both knowingly and voluntarily agreeing to be bound by the arbitration decision and Client and the HSBC Firm are both waiving the right to challenge or otherwise reject the arbitration decision by commencing an action on the merits (trial *de novo*) in a court of law. By signing this Retainer Agreement, Client is confirming, specifically, that Client has, in fact, read the official Part 137 written instructions and procedures and the Board-approved local written instructions and procedures for the local fee arbitration program, which you acknowledge receiving from the HSBC Firm and reviewing by virtue of being provided with and accessing the following weblink, http://ww2.nycourts.gov/sites/default/files/document/files/2018-04/9thjd_disputefee.pdf (a hard copy of which can also be provided to you upon written request).

This Retainer Agreement sets forth all the terms of Client's engagement of the HSBC Firm. There are no other retainer agreements, agreements, or other understandings, oral or written between the HSBC Firm and Client. This Retainer Agreement may only be modified in writing and signed by both Client and the HSBC Firm. This Retainer Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of Client and the HSBC Firm. This Retainer Agreement and any amendments hereto, to the extent signed and delivered by electronic delivery (e-signature), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Retainer Agreement shall raise the use of electronic delivery to deliver an e-signature or the fact that any signature or agreement was transmitted or communicated through the use of electronic delivery as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

YOU, THE CLIENT, INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS RETAINER AGREEMENT AND FURTHER ACKNOWLEDGE THAT THE HSBC FIRM HAS PROVIDED YOU WITH THE BELOW STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITY.

Dated: _____

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STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

An attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and the attorney, please read this document carefully.

If you ever have any questions about these rights or about the way your case is being handled once you retain the attorney, you are responsible to ask your attorney. Your attorney should be readily available to represent your best interests and to keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin, or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that you reveal in the course of the relationship, to the extent permitted by law. You are responsible to communicate honestly, civilly and respectfully with your attorney.

If you are hiring an attorney, you and your attorney are required to sign a written retainer agreement, which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. Before you sign the retainer agreement, you are responsible to read it and ask the attorney any questions you have before you sign it. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract. The retainer fee you pay to the attorney, as is written in the retainer agreement, may not be enough money to pay for all the time that the attorney works on your case.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

An attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

An attorney may not request a retainer fee that is non-refundable. That is, should you discharge the attorney, or should the attorney withdraw from the case, with Court permission, before the retainer has been used up, the attorney is entitled to be paid commensurate with the work performed on your case and any expenses. The attorney must return to you any balance of the

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retainer that has not been used. However, the attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount, below which the fee will not fall, based upon the attorney's handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses and how the retainer, if any, will be spent.

You may be responsible at the beginning of the case or before or after the trial to contribute to or pay the other party's attorney's fees and other costs if the Court has ordered you to do so.

The other party may be responsible to contribute to or pay your attorney's fees, if the Court orders the other party to do so. However, if the other party fails to pay the Court ordered fee, you are still responsible for the fees owed to your attorney and experts in your case.

You are required to pay for court filing fees, process servers, as well as fees for expert reports, testimony, depositions, and/or trial testimony, and you may seek reimbursement from the other party.

If you engage in conduct which is found to be frivolous or meant to intentionally delay the case, you could be fined or sanctioned and/or responsible for additional fees.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case. That estimate shall be made in good faith but may be subject to change due to facts and circumstances that develop during your case. There are no guarantees that the cost of your case will be as originally estimated.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent to you by your attorney, and to raise any objections or errors in a timely manner in writing. Time spent in discussion or explanation of bills will not be charged to you.

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You are responsible to be honest and truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable her or him to competently prepare your case. Attorneys and clients must make reasonable efforts to maintain open communication during business hours throughout the representation. An attorney may seek to be relieved as your attorney if you are not honest and truthful with her or him.

You are entitled to be kept informed of the status of your case and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

Your attorney is required to discuss the following with you: a) the automatic orders that are in effect once either party files a summons with notice; b) the law that provides for the financial support of the children, the Child Support Standards Act, if you and the other party have children under the age of twenty-one; and c) the law that provides for the financial support of the parties, the Maintenance Guidelines Statute.

You are responsible to be present and on time in court at the time that conferences, oral arguments, hearings, and trials are conducted unless excused by the Judge or the part rules of the assigned Judge.

You are entitled to make the ultimate decision on the objectives to be pursued in your case and to make the final decision regarding the settlement of your case. Your attorney has the right to send you written communications if your attorney disagrees with how you want your case handled.

Your attorney's written retainer agreement must specify under what circumstance he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment. In some cases, your attorney may exercise a "retaining lien" which, subject to Court proceedings, may allow him or her to keep your file as security.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to pay for legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

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You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

Once your Judgment of Divorce is signed, if you are re-retaining an attorney you must sign a new retainer agreement.

If you are expecting your attorney to prepare and file documents related to the transfer of a house, co-op, or lease, that must be specified in the retainer agreement. The signing of an agreement or Court order that transfers title does not transfer a co-op apartment or a house. A separate document must be prepared and filed.

In the event of a fee dispute, you may have the right to seek arbitration pursuant to Part 137 of the Rules of the Chief Administrative Judge where the dispute involves a sum of more than \$1,000.00 or less than \$50,000.00 unless you agree otherwise. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute or upon your request.

Receipt acknowledged:

Helaine S. Brick-Cabot, Esq.

Client's Signature

Date