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HOURLY RATE CONTESTED DIVORCE CONTRACT

This contract is an explanation of and an agreement for the fees I, DEAN H. SUTTON, ATTORNEY will charge you, _____, CLIENT for the legal services described herein. Please read this agreement carefully and approve it by filling in the requested information and signing below. By signing this contract, CLIENT agrees that he or she understands and consents to all of its terms.

A. CLIENT is retaining ATTORNEY to represent CLIENT in the matter of _____.

CLIENT understands and agrees that this contract does not bind ATTORNEY to represent CLIENT in any appeal except that in Domestic Cases appeals from a Commissioner's Hearing to the presiding Circuit or Family Court Judge shall be considered as part of any hearing or trial before the Family or Circuit Court. CLIENT UNDERSTANDS AND AGREES THAT EXCEPT AS MAY BE SPECIFICALLY SET FORTH HEREIN, THIS CONTRACT DOES NOT APPLY TO ANY EMERGENCY PROTECTIVE ORDER, DOMESTIC VIOLENCE ORDER, CRIMINAL MATTER, JUVENILE, DEPENDENCY, NEGLECT, OR ABUSE MATTER, OR AN APPEAL OF A COURT DECISION. NEITHER DOES THIS CONTRACT COVER PREPARATION OF LEGAL DOCUMENTS WHICH MAY BE NECESSARY TO TRANSFER PROPERTY EXCEPT AS MAY SPECIFICALLY BE SET FORTH HEREIN. SHOULD CLIENT DESIRE TO RETAIN DEAN H. SUTTON, ESQ. TO REPRESENT HIM/HER IN SUCH MATTERS, AND SHOULD DEAN H. SUTTON, ESQ., IN HIS SOLE DISCRETION, ACCEPT TO BE RETAINED BY CLIENT TO REPRESENT HIM/HER IN SUCH MATTERS, ADDITIONAL AND SIGNIFICANT FEES WILL BE CHARGED.

B. ATTORNEY will provide legal services reasonably necessary to represent CLIENT in the above-referenced matter, and I will take steps to keep you informed of progress and respond to your inquiries. While it is not anticipated, I may hire or reach agreement(s) with financial, psychologic, investigatory or other non-attorney expert(s) to assist me in fulfilling my obligations under this agreement, and you specifically acknowledge and acquiesce to such agreement(s) and you understand and agree that you will be billed for the services of such expert(s) and you agree to promptly pay for such services; however, you will be notified beforehand of any such agreement(s) with other expert(s) and have the opportunity to decline their services; however, your consent to such agreement(s) shall not be unreasonably withheld. I may, on occasion, request the assistance of other attorney(s) to assist me in fulfilling my obligations under this agreement, and you specifically acknowledge and acquiesce to such agreement(s). You specifically acknowledge and acquiesce to such assistance and understand that you will not be additionally billed for such assistance over and above what is provided for in this contract.

C. ATTORNEY will bill CLIENT at the rate of _____ per hour. There is an initial attorney retainer fee of _____ with _____ of said amount being NONREFUNDABLE. The retainer fee is due and owing by

CLIENT'S INITIALS _____

ATTORNEY'S INITIALS _____

_____. This agreement will not be effective, and I will have no obligation to provide legal services, until you return a signed copy of this agreement and paid the retainer fee in full. The retainer fee must be immediately replenished with subsequent \$500 payments each time the retainer is depleted. CLIENT understands and agrees that ATTORNEY will withdraw from his representation of CLIENT if the retainer fee is not immediately replenished and ATTORNEY shall have no obligation to further represent CLIENT.

- D. ADVANCEMENT OF REFUNDABLE FINAL HEARING/TRIAL FEES:** CLIENT understands and agrees that should this matter be set for a final hearing or trial, significant preparation will be required and CLIENT cooperation will be needed. There shall be immediately due and owing an additional but fully refundable final hearing/trial fee which shall be two thousand dollars (\$2000.00). The refundable final hearing/trial fee shall be billed out at the regular hourly rate quoted hereinabove. Any unused portion of the refundable final hearing/trial fee will be promptly returned to CLIENT at the end of ATTORNEY's representation of CLIENT. CLIENT understands and agrees that ATTORNEY will withdraw from his representation of CLIENT if the refundable final hearing/trial fee is not immediately paid when requested and ATTORNEY shall have no obligation to further represent CLIENT.
- E. COURT COSTS, FILING AND SERVICE FEES, AND EXPENSES:** CLIENT further accepts and agrees that the attorney fees do NOT include costs and expenses of the matter including, but not limited to, court filing fees, service of process fees, express mail, courier and other delivery charges, mileage for travel outside of the county where CLIENT'S matter is or will be heard, as identified in paragraph A above, computerized research costs, and excess postage and photocopying as determined solely in the discretion of ATTORNEY. Currently, ATTORNEY does not charge for long distance telephone calls and facsimile transmission; however, ATTORNEY, at his discretion may do so during the term of this contract and CLIENT understands and agrees that he/she shall be responsible for said charges and agrees to promptly pay and/or reimburse ATTORNEY for such costs. CLIENT understands and agrees that ATTORNEY is NOT obligated under this contract to pay for the costs and expenses necessary to represent CLIENT in the subject matter of this contract. Further, CLIENT understands and agrees that he or she is obligated to pay for such costs and expenses. Whenever possible, CLIENT will be advised of anticipated costs and expenses so that CLIENT may be prepared for them.
- F. QUALIFIED DOMESTIC RELATIONS ORDER (QDRO):** A Qualified Domestic Relations Order, (QDRO), should there be a need for one, will order the administrator of your and/or your spouse's retirement plan(s) to divide the assets in the plan(s). Fees for this service shall be paid at the hourly rate of _____ per hour and an additional retainer fee may be required.
- G. QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMSCO):** A Qualified Medical Support Order, (QMSCO), should there be a need for one or you request one, will order your spouse's employer to maintain the health and dental insurance on your children. This order should protect you from financial ruin, which could happen if your spouse were to cancel coverage on the children before a major health care need of the children. Fees for this service shall be paid at the hourly rate of _____ per hour and an additional retainer fee may be required.
- H. LATE FEES, ETC.** A late fee/service charge of will be added for bills more than thirty (30) days old. The late fee/service charge will be billed at the rate of 1.5% per month on the unpaid

CLIENT'S INITIALS _____

ATTORNEY'S INITIALS _____

balance for an annual percentage rate of 18%. An additional fee of \$50 will be charged for bounced checks, and I reserve the right to pursue all legal remedies against you, including civil and criminal penalties for bounced checks and any unpaid bills billed directly by me or by persons or entities I hire on your behalf pursuant to this contract.

- I. CLIENT accepts and agrees that in order to hold down costs, communications between CLIENT and ATTORNEY may be made through email. CLIENT further agrees and accepts to keep ATTORNEY informed of ALL facts pertinent to CLIENT'S case, and further, CLIENT shall keep ATTORNEY informed as to any change of employment, address, email address, and phone number(s) of CLIENT. Finally, CLIENT agrees to timely furnish ATTORNEY with all documents pertinent to your case, including, but not limited to, where applicable, your pertinent entries on case data sheets, mandatory case disclosure packets, CLIENT information packets, financial documents, titles to real property and vehicles, and documents responsive to the legal discovery requests of the opposing party.
- J. CLIENT may discharge ATTORNEY at any time. Similarly, ATTORNEY may at any time withdraw from representing CLIENT. Should any such withdrawal be due to CLIENT noncompliance with this contract, failure of CLIENT to reasonably cooperate with ATTORNEY, or CLIENT providing materially false information or documents to ATTORNEY, the FULL EARNED FEE AND COSTS EXPENDED OR COMMITTED BY ATTORNEY IN FURTHERANCE OF THIS CONTRACT SHALL THEN BE DUE AND OWING AND CLIENT AGREES TO IMMEDIATELY PAY THE AMOUNT DUE. Should ATTORNEY withdraw from his representation of CLIENT for reasons other than those herein stated, ATTORNEY will promptly refund or return any unused portion of the attorney fee collected; however, CLIENT shall remain liable for any unpaid costs, fees and expenses incurred as a result of this contract and CLIENT herein agrees to promptly pay such charges.
- K. If CLIENT does not choose to proceed or is not able to proceed with the subject matter of this contract during any six month period after hiring ATTORNEY, all fees paid will be forfeited and this contract shall automatically expire.
- L. If it is necessary for ATTORNEY to file suit for the collection of any sums due from CLIENT under this contract, CLIENT shall pay reasonable attorney's fees, together with court costs including costs on appeal, for their collection. The parties agree that Jefferson County, Kentucky, shall be the exclusive venue for any dispute arising out of this contract.
- M. CLIENT understands and agrees that his/her nonpayment of fees, costs, or expenses to ATTORNEY and those ATTORNEY hires on CLIENT'S behalf pursuant to this contract will result in ATTORNEY terminating this agreement and, if necessary, seeking Court permission to withdraw as your counsel. CLIENT understands and agrees that he/she shall at all times remain liable for all fees and costs so billed until paid in full, and that unless ATTORNEY expressly set forth in writing at my sole discretion, partial payment will not relieve you of the obligation to make payments in full.
- N. At the conclusion of this contract, any fees, costs or expenses you forward to me which have not been used will be promptly returned to you.

CLIENT'S INITIALS _____

ATTORNEY'S INITIALS _____

O. 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. 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.

P. OTHER CONDITIONS:

THE PARTIES TO THIS AGREEMENT UNDERSTAND AND ACKNOWLEDGE THAT IT REPRESENTS THE FULL AGREEMENT BETWEEN THE PARTIES AND ANY PRIOR AGREEMENTS IMPLIED OR OTHERWISE ARE NOW NULL AND VOID.

NO GUARANTEES HAVE BEEN MADE REGARDING THE SUCCESSFUL OUTCOME OR CONCLUSION OF YOUR CASE/MATTER. ALL EXPRESSIONS REGARDING THE MERITS AND SUCCESS OF THE CASE/MATTER ARE MATTERS OF OPINION ONLY.

CLIENT’S INITIALS_____

ATTORNEY’S INITIALS_____

SIGNED AND AGREED TO BY THE PARTIES HERETO:

DATE

DEAN H. SUTTON, ATTORNEY

I HAVE READ, UNDERSTOOD, AND RECEIVED A COPY OF THE FOREGOING AGREEMENT, AND I AGREE TO BE BOUND BY THE TERMS THEREOF.

DATE

_____, CLIENT

CLIENT'S COMPLETE ADDRESS:

PH NOS. (H) _____ (W) _____ (C) _____

Email Address: _____

CLIENT'S SS # _____

EMPLOYER NAME & ADDRESS _____

END OF CONTRACT

CLIENT'S INITIALS _____

ATTORNEY'S INITIALS _____