



It gets better from here.

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FIXED FEES REPRESENTATION AGREEMENT

This representation agreement was designed from the ground up to save your money, time, reputation, and to reduce your risks as much as productively possible, so that we can deliver legal services so valuable to you that you gladly pay for them.

1. Services and Power of Attorney. You employ, and grant authority to Utah Family Law, LC (hereinafter referred to as "the firm"), to represent you in your divorce action, to prosecute, maintain, and defend your cause of action therein, and to enter an appearance on your behalf in the Utah Judicial District court in which your case is filed. You, our client, hereby agree to employ the firm to represent you on the following terms:

2. Your satisfaction with our work is guaranteed (no other divorce and family law firm in Utah offers this), and here is how it works:

- a. before each week's fee is due, if you are not satisfied with the previous week's services, you are entitled—no questions asked—to as much of a refund for that previous week as you feel is warranted, even if that means that entire week's fee is 100% refunded.
b. Paying the next week's installment or not requesting a refund for the prior week indicates your satisfaction with the prior week's work, and that week's fee becomes non-refundable. The Firm cannot make any guarantees as to the outcome of your case, but we guarantee you will be satisfaction with our work.

3. On-time delivery guarantee. If the firm does not complete, despite your full cooperation, all work required by the rules of court for a party in your position to certify your case as ready for trial in Choose an item. weeks from the date you retain, your weekly fixed fee will thereafter decrease 50% to \$250 per week until all such work is completed.

4. You will not get a monthly bill from the firm because: 1) we do not bill by the hour; and 2) all fee information is provided in one place, at one time, in this representation agreement, for easy reference.

5. Weekly Fixed Fee Amount. With the exception of time spent in mediation and preparing for and going to trial, whichever event occurs first, you will be charged a fixed fee of \$500 per week (or \$2,000 per month, if you prefer to pay once a month).

a. Your \$500 weekly (or \$2,000 monthly) base fixed fee is due the first Monday (of first business day following Monday, if Monday is a state or federal holiday) of each month (and we really mean it).

b. Late fees of \$50 accrue each calendar day that the balance is not paid (and we really mean it). If you do not pay your weekly or monthly obligation within 2 or 3 days of the date payment is due, the Firm cannot afford to represent you and we will withdraw from representation, and you authorize us to withdraw as counsel if you fail to pay on time. You have the option of paying \$2,000 per month instead of \$500 per week, if you prefer to make one monthly payment instead of weekly payments.

c. Each week's payment under this agreement is a prepaid fixed fee for providing the services described in the agreement and is earned upon receipt.

How do flat fees work? We explain it this way: our natural gas company offers a payment program that allows customers to pay the same amount each month for natural gas service, rather than basing payments on how much natural gas customers consume month to month. This kind of plan takes the guess work out of paying bills by dividing the customer's estimated total bill amount into equal weekly or monthly payments. You can more easily budget this way.

So we estimate the cost of your case from start to finish, based on your circumstances. Then we calculate how much it will cost us to complete your case and divide that by how long we think it will take to finish your case to determine your monthly payment. So on the gas company's plan, you pay \$50 a month when it's 100° outside in

July, and still pay \$50 a month when it's -19° in January. Because it averages out. The same applies to our legal services. Obviously, the amount of work we will need to do for you every week or month will not be exactly the same each week/month, but you will still be billed your fixed, flat rate for the month. Because it averages out, and you have the benefit of paying the same amount each week or month. You can more easily budget this way. You know how much your legal bill will be each month, rather than having your attorney bill by the hour (handing your attorney a blank check) and surprising you with an unexpected bill each month. This also means that you cannot ask us to stop working on your case for a few weeks or months, and then start back up again later. Fixed fees cannot work that way because if you don't pay each month it won't average out.

6. The fee for each day of mediation is paid in advance of the date(s) set for mediation, and is charged in addition to you your weekly fixed fee, in the amount of \$2,000 per day, \$1,000 per half day.

7. If and when the case is certified as ready for trial, the trial preparation fee (in addition to your weekly fixed fee, any other expenses, expert witness fees, equipment fees, fees charged by third parties, and other litigation expenses) is \$5,500, which is due in the month in which the case is certified by either party as ready for trial. **The fee for each day of trial** (paid in advance of the date(s) set for trial) is, in addition to you your weekly fixed fee, \$2,000 per day, \$1,000 per half day.

8. Fees for additional and/or unanticipated work, if any. You understand that the opposing party and/or opposing counsel may engage in activities that were not planned for, that were unforeseen, and/or that are beyond the firm's control and that may require further time and charges not contemplated by this fixed fee agreement. Any additional fees for any additional and/or unanticipated work that you may need or want done over and above what the firm intended and anticipated the weekly \$500 fixed fee to cover will be agreed upon between you and the firm and reduced to writing before any such additional work is performed and charged.

9. Expenses. All expenses the firm may incur or advance in connection with providing legal services will be billed to you separately. All variable expenses will be billed according to the actual amount of the expense. Examples of variable expenses include, but are not limited to, filing fees, recording fees, deposition costs, expert witness fees, investigator fees, postage, photocopying, parking, etc.

10. Your Duty (and obligation to yourself) to Cooperate. You agree to cooperate fully and promptly with the firm at all times and provide the firm with all necessary and requested assistance. The best way to ensure you get value for your money in a flat fee payment situation is to cooperate fully and expeditiously with your lawyer. In the event a settlement or a compromise agreement is reached with your approval in any matters under this Agreement, you will fully comply with all the terms and provisions thereof, and should you breach any such agreements, the firm will immediately withdraw as attorney(s) of record for you in all such matters, and you agree that you will indemnify the firm and hold the firm harmless for any such breach.

11. You agree to be honest and forthright with the firm in all respects and all of your dealings with the Firm, including, but not limited to, completely and accurately disclosing to the firm all facts material and relevant to your case and the firm with copies of all papers and documents related to your case.

The firm dislikes being technical with our clients, but we include the following clauses to ensure clarity. If you have questions regarding these provisions, please ask.

12. Personnel. You acknowledge that you are employing the firm instead of any particular individual, and that you authorize the firm to assemble the team of professionals it deems best suited to you to serve your specific needs and requirements at each stage of the representation and you specifically consent to the use of these professionals. You further acknowledge that the attorney with primary responsibility for this matter will likely not be the only attorney who will work on your case.

13. Authorizations. You grant the firm power of attorney to execute all releases, pleadings, and other documents that may be necessary to prosecute this action or to settle or close it, including endorsement and deposit of settlement checks into the firm's trust account. This power of attorney shall not be affected by any disability of yours and shall terminate only with the affirmative termination by you or the final settlement or close of any applicable matters. You further authorize the firm:

a. to retain any experts or investigators it deems necessary, in its sole discretion, to representing you and to proceed with the handling of this matter, and you authorize the firm and its delegates to do all the firm deems necessary to represent you therein.

b. to release any and all information to the opposing party or its representatives as the firm may determine appropriate to aid in settlement or litigation, or as may be required by law.

14. Termination of Representation at the Conclusion of the Case. Unless reestablished by parties, representation will terminate when your pending divorce action has concluded at the trial court level. Representation does not include post-judgment remedies such as appeals, orders to show cause, enforcement issues, or similarly related issues.

15. You may terminate our representation at any time, as may we. Subject to the terms of our satisfaction guarantee, your termination of our representation does not relieve you of the obligation to pay any amounts owed to the firm for serviced rendered and expenses incurred through the date of termination.

16. The Firm may terminate our representation of you and retain your previous payments, subject to the terms of our money-back satisfaction guarantee, and withdraw as your counsel, if:

a. The subject of the representation is concluded by execution of a court order or judgment or written agreement between the parties;

b. The Firm discovers any conflict of interest;

c. You fail to pay immediately when due any amounts required to be paid under this Agreement;

d. The Firm discovers that you have made any misrepresentation in connection with the matter that the firm is handling for you, or the firm discovers any material variance between the facts as related to the firm by you and the facts as they actually exist;

e. You fail to inform the firm of any changes to your contact information or other important circumstances that are pertinent or that might be pertinent to the legal matter(s) the firm is handling for you;

f. You act in such a manner as to abuse the attorney/client relationship to such an extent that, in the discretion of the firm, you are no longer someone whom the firm is willing to represent;

g. You fail to heed our advice or recommendations or otherwise do not cooperate with the firm in our representation of you; or

h. The firm has a disagreement over what legal matters the firm is supposed to be handling for you.

17. Additional Terms.

a. Each provision of this agreement is severable. The invalidity or unenforceability of any provision paragraph, subparagraph, sentence, clause, phrase or term of this agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this agreement.

b. By signing below, you agree to notify the firm immediately in writing if you feel or believe any matter is not receiving proper attention or is otherwise not being properly handled or you suspect any misunderstanding about what the firm is to do for you.

c. By signing below, you agree that you have had an ample opportunity to review it and have it fully explained to you, if you want or need explanation, and that you have thoroughly reviewed and fully understand this agreement before you sign it.

d. After completing the work for you, the firm will dispose of everything in the file. We do not agree to hold any original documents for you, which is why there will never be any original documents to return to you.

e. If any funds of yours are in the firm's possession at any time, we may deduct from those funds and pay to ourselves any unpaid amounts we have billed you unless the fees are disputed. If you fail to pay the amounts due to the firm under this agreement, you agree to pay all reasonable attorney's fees and other expenses incurred by the firm in collecting the amounts due.

18. Communication. We encourage you to ask immediately any questions you have about our charges or services. We promise to provide prompt, accurate answers. You must inform the firm of any complaints immediately.

19. Acknowledgement of Receipt and Entire Agreement. You acknowledge receipt of a copy of this agreement (consisting of three (3) pages), acknowledges having read and fully understanding each term of this agreement, and agreeing to each term of this agreement. You acknowledge that no change in the terms of this agreement will occur unless such change(s) is/are in writing and signed by both you and the firm.

20. You indicate your agreement by signing this contract in the space provided below and returning it to the firm immediately. You agree to keep the firm advised at all times of all of your current contact information.

CLIENT:

Who is (or will be) the Petitioner?:

vs.

Who is (or will be) the Respondent?:

What County in Utah?: Choose an item.

District Court Number (if you know): Choose an item.

Case Number (if a case has already been filed):

Address:	Client e-mail:	Work Phone:
	Primary Phone:	Home Phone:
	Mobile Phone:	Name: Phone: for your Emergency Contact

Date:

Date:

FIRM: UTAH FAMILY LAW, LC

CLIENT (please sign your name below):

Eric K. Johnson, Attorney

Print your name here:

THIS IS THE END OF THE AGREEMENT

Thank you for giving us the opportunity to do your legal work. We are dedicated to ensuring we do everything in as timely a manner as possible. For this reason, we do not answer the telephone or respond to e-mail from noon to 1:00 p.m. or between 4:30 and 5:00 p.m. We use these periods to monitor our day and to plan for the following day and balance of the week. We apologize for any inconvenience this may cause you, but it is the best way to make sure we are meeting our goal of providing efficient, high-value service for each case we handle. You may always call our office at 801-466-9277 and leave a message through our live reception service or send us an e-mail after 4:30 p.m. We will return your call the next business day. In emergencies you can still call attorney Eric K. Johnson on his mobile phone 801-450-0183, if he's not already in a meeting or in court.