



**CONTRACT FOR LEGAL SERVICES AND LIEN ON
REAL AND PERSONAL PROPERTY TO GUARANTEE AND SECURE PAYMENT OF LEGAL
FEES DUE LAW OFFICES OF MARK ABZUG, P.A.**

THIS IS A CONTRACT for legal services involving a family law matter entered into between LAW OFFICES OF MARK ABZUG, P.A. ("the Firm") and _____ ("Client"), on this _____ day of _____, 2020.

1. This Contract contains the entire understanding between the Firm and Client and may only be modified in writing, signed by the parties. If any term, provision or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

2. Client acknowledges that the Firm has made no guarantees in connection with the outcome of Client's case. All expressions which relate to the possible results in Client's case are based strictly on the Firm's opinion.

3. Client hereby retains the Firm as legal counsel to represent Client in all legal matters with regard to the Dissolution of Marriage Paternity Modification Enforcement / Contempt Domestic Violence Other _____ presently pending or to be brought in Broward, Palm Beach County, FL in which _____ is the other party. Client authorizes the Firm to do and perform all acts on Client's behalf that are necessary and appropriate to secure a judgment. Client understands that this agreement obligates Client to pay the Firm for all legal services rendered during the course of proceedings including, but not limited to, the preparation of pleadings, meetings between Client and employees of the Firm, telephone conversations, meetings that concern the proceedings between employees of the Firm and third persons, all pretrial activities, court appearances, legal research, travel, and organization of all documents and files. Client understands that this Agreement covers legal representation through trial and final judgment. Unless otherwise indicated, it does not include appeals, a petition for modification of any final judgment, or any other post-trial proceedings. Any appeal (whether interlocutory or plenary), post-judgment proceedings or enforcement action subsequent to the Final Judgment shall be the subject of a separate fee arrangement. However, in the event the Firm renders services subsequent to the final hearing, or on any other matters, the terms and conditions in this Contract shall govern and control the rights and liabilities of the parties. Client further understands that the Firm will not be responsible for the preparation of a Qualified Domestic Relations Order ("QDRO"), if one is required. In the event that a QDRO is necessary, the Firm may refer Client to a specialist in that area and Client will be solely responsible for the payment of said specialist's fees. Many times the QDRO is drafted after the entry of final judgment of dissolution of marriage. In such event, Client understands that the time incurred by the Firm in reviewing the QDRO and submitting it to the Court will be billed against the retainer.

LEGAL FEES

4. Client agrees to pay the Firm as compensation for legal services a fee of \$ _____ as a non-refundable retainer, to be applied on account of legal fees, no part of which will be refunded under any circumstance, regardless of the time expended or the results achieved. The retainer will be paid by Client for the purpose of having the Firm legally represent Client and the Firm being precluded from employment for any matters related to this cause. Client agrees that the non-refundable retainer is reasonable; and, that the entire retainer is considered "earned" by the Firm upon acceptance of Client's case and execution of this Contract. Client realizes this retainer is only a minimum fee and that additional retainers may be charged should the cost of services rendered exceed the retainer amount. Any additional retainers will depend upon factors that include the time and labor required; the complexity of the litigation; and the skill required to perform the legal service properly. Any unused portion of an additional retainer may be refunded at the conclusion of the case. **The Client agrees that he or she shall maintain a retainer balance on account of at least \$ _____** (hereinafter referred to as the "Evergreen Retainer"). The firm reserves the right to adjust the Evergreen Retainer. The Evergreen Retainer is inapplicable to Uncontested matters but should an Uncontested matter become Contested, it shall automatically go into effect. A Contested matter is deemed any matter in which an agreement has not been reached prior to the filing of a pleading.

Client understands that it is the Firm's practice to compute not less than one tenth (1/10) of an hour for each billable service rendered including all forms of communication, including e-mails and telephone calls, no matter how short its duration. Client further understands that in the event that Client is unable to keep an appointment that Client is responsible to provide the Firm with 24 hours notice and if Client fails to do so, Client will be billed \$50.00 as a cancellation penalty.

5. The retainer will be credited against legal fees. The Firm's hourly rate is **\$375.00**. Client will be charged for Attorney Abzug's time expended in connection with Client's file, including but not necessarily limited to court appearances, depositions, attendances at mediation, consultations and meetings, preparation of documents, review of mail and electronic mail, telephone calls and travel time, etc. In the event of an increase of the hourly rates charged by the Firm, this Contract will be governed by the new hourly rates. The Firm will not raise its hourly rate for 12 months from the date of this Contract. The Client will be charged \$225.00 per hour for any work performed by an Associate Attorney; Client will be charged \$125.00 per hour for any work performed by legal assistants and/or by a paralegal.

6. Client has been informed and understands that it is impossible at this time to determine the total amount of Client's legal fees in the event any issue is contested in this matter. It is impossible to determine the nature and extent of the necessary legal services required for Client's case. Client's cooperation in providing the Firm with information and working with the Firm can considerably expedite matters and help reduce fees¹. To minimize legal fees and to preserve the relationship between Client and the opposing party, the Firm will try to effect an amicable settlement. However, settlement efforts do not always succeed and it may be necessary to litigate, in which event legal fees and costs will necessarily be higher. Client understands that the Firm cannot predict or guarantee the total time that will be required with any degree of accuracy. It is impossible to predict how cooperative or uncooperative the opposing party, his or her attorney, or

¹ Client's cooperation is very important. Client must inform the Firm immediately of any change of address, phone number, employment or financial circumstances. Full disclosure to the Firm of all facts is essential to enable the Firm to properly represent Client. Client must properly fill out and return all papers sent to Client. In addition, Client must fully comply with the provisions of *Florida Family Law Rule of Procedure* 12.285, regarding mandatory disclosure, a copy of which has been provided to Client.

essential third parties may actually be. The total fees and costs to be expended in Client's case cannot be anticipated and no assurances of what those fees and costs will ultimately be can be given to Client. Every effort shall be made to keep Client's legal fees and costs to a minimum, without jeopardizing Client's case.

7. If any check tendered by Client to the Firm for any fee or cost is returned to the Firm by Client's bank for any reason, the Firm shall be entitled to re-deposit the check and charge Client's account a fee of \$50.00 for processing.

8. The Firm requires Client's account to be paid in full and current six weeks prior to trial. The cost of preparing and presenting a trial can easily exceed the sum of all fees previously billed. The Firm reserves the right to require additional deposits sufficient to cover Client's final bill. Any unused portion of monies paid to the Firm above and beyond the initial retainer may be refunded upon the conclusion of the case.

PAYMENT OF LEGAL FEES AND EXPENSES

9. Client authorizes the Firm to pay or become indebted for all expenses related to the proceedings, including, but not limited to, travel expenses, and court reporter expenses (including cost of transcript and court reporter's fee for attendance). The Firm is further authorized to incur debts on Client's behalf for the fees and expenses of any expert, including, but not limited to accountants, appraisers, physicians, psychiatrists, and social workers. Client empowers the Firm to pay on Client's behalf all court-related costs and suit money, including, but not limited to, filing fees, service of process, newspaper publication, subpoena costs, witness fees, recording fees, and other necessary and reasonable expenses. To secure payment of expenses outlined in this paragraph, Client has advanced \$_____. Client understands that this amount will be held in a separate trust account. Any unspent monies will be applied against any unpaid legal fees or refunded to Client at the conclusion of the proceedings. If Client chooses to pay costs with a credit card, the Client agrees to pay a 3% surcharge for the same.

Client agrees to pay \$100.00, or \$200.00, as an administrative fee to the Firm to pay for routine copying expenses (excludes compliance with mandatory disclosure requirements and/or requests for production of documents), facsimile charges, postage, long distance telephone calls, travel expenses to and from court, parking expenses, and storage of Client's file. The administrative fee does not include courier charges, copying or facsimile charges incurred at the Courthouse, or monies paid to the Clerk of the Court including but not necessarily limited to copying charges and/or certified copies. The administrative fee is non refundable under any circumstances.

At the conclusion of this matter, the Firm will retain your legal files for a period of six (6) years after we close our file. At the expiration of the six (6) year period, the Firm will destroy these files unless you notify us in writing that you wish to take possession of them. The Firm reserves the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files. Nothing in this paragraph shall be construed as a waiver of the Firm's right to assert an attorney's retaining lien.

10. Client understands that Client will be billed periodically via email for both expenses and fees, and agrees to pay said bill promptly upon receipt of the same. Client shall notify the Firm in writing of any dispute with respect to the billing statement within 30 days of the date of the bill. In the event that Client fails to notify the Firm in the prescribed period and manner, Client agrees to pay the amount specified in the bill and any objections to the charges as reflected in the bill shall be deemed waived. If Client does not pay the bill in full within 30 days of the date of

receipt, Client understands that any unpaid portion of the bill will draw interest at the rate of 1.0% per month, or 12% per annum.

COURT AWARD OF FEES AND COSTS

11. Client understands that the Court may order Client's spouse to pay part or all of Client's attorney's fees and expenses. Client acknowledges that the Court award of fees, if any, does not set or limit the fee the Firm charges to Client. However, in the event fees and costs are awarded, Client's account will be credited with any sums received by the Firm pursuant to court orders or otherwise. Payments received from Client will be applied first to interest, if any, then to outstanding costs, if any, and then to legal fees. Should any such sum be in excess of the amount due on my account, that sum will be refunded by the Firm to the Client within 30 days of the date of its receipt. However, should the amount of court-awarded fees and expenses be less than the amount due on Client's account, Client understands that Client is still obligated to pay the remainder. Client agrees that the provisions of this Agreement may, in the Firm's discretion, be disclosed to the Court in connection with any application for fees and costs. The Firm also has the right to advise the Court of any amounts that Client has already paid on the account.

The time and costs necessary to collect the sums from the opposing party will be charged to Client. Interest will be charged until we are paid in full, whether it be by Client or the opposing party.

12. At the Firm's election, all sums due to the Firm shall be paid from the proceeds of any recovery or protection or preservation of assets which are recovered, distributed or retained by Client as a result of any settlement, compromise or final judgment obtained in Client's case, as held by the Florida Supreme Court in *Sinclair v. Baucom*, 428 So. 2d 1383 (Fla. 1983). Client authorizes the Firm to collect funds due to Client and deduct and retain the Firm's fees and costs from the Firm's Trust Account prior to disbursing the balance to Client. Client also acknowledges execution of a lien on this date, which encumbers all of Client's real and personal property, except Client's homestead, as a guarantee of payment of legal fees and costs. The Firm shall have a retaining lien on all of Client's documents, property or money in the Firm's possession for the payment of all sums due to the Firm from Client under the terms of this Contract. The Firm shall also have the right to collect its fees and costs from third parties who are holding or maintaining any funds for Client². The Client waives any right to claim, as a defense to the Firm's collection of payment of legal fees, any exemptions under state and/or federal laws, including homestead rights, except as provided by Florida Statutes and case law.

WITHDRAWAL OF COUNSEL

13. Client agrees that the Firm shall have the right to withdraw from Client's case if: (1) Client does not make the payments required by this Agreement; (b) Client misrepresented or failed to disclose material facts to the Firm; or (c) Client fails to follow the Firm's advice. In any of these events Client agrees that Client will execute such documents as will permit the Firm to withdraw. Any time expended by the Firm in relation to withdrawal shall be charged to the Client including but not necessarily limited to the preparation of pleadings and court appearance.

²For example, in the event Client's spouse's attorney is holding any funds which belong to you in his or her Trust Account, the Firm shall have the right to collect its fees and costs from those funds. See *Sharyn D. Garfield, P.A. v. Green*, 687 So. 2d 1388 (Fla. 4th DCA 1997).

LIEN ON REAL AND PERSONAL PROPERTY

14. Client specifically consent to the imposition of a charging lien on all real and personal property owned by Client individually or jointly with others, to secure sums owed to the Firm. This means that all of Client's property is subject to this lien securing payment of legal fees, interest and court costs until they are paid in full. Said lien on real property shall not apply to Client's homestead. Said lien attaches to all assets awarded to Client as and for equitable distribution and all assets awarded to Client shall be deemed "fruits of labor."

15. Since this Contract creates a lien, it may be recorded with the Clerk of the Court in the dissolution of marriage proceedings; and, may also be recorded with the Clerk of any Court, for the purpose of guaranteeing payment of the legal fees, interest and costs.

16. By executing this lien document, Client authorizes the LAW OFFICES OF MARK ABZUG, P.A., to attach to it the legal description of any and all of Client's real property (excluding Client's homestead) and the appropriate description of Client's personal property and Client understands that said description will become a part of this lien. The lien will be released as soon as all legal fees, interest and costs owed to the Firm have been paid in full.

17. Client understands and acknowledges that the Firm shall have a lien on all of Client's documents, property, or money in its possession for the payment of all sums due under this agreement, including, but not necessarily limited to monies held in trust. Furthermore, should it become necessary to commence legal action to enforce this contract to collect an unpaid balance, Client also agrees to bear the costs of collection, including a reasonable attorney's fee, and all other costs. It is further agreed that in the event of litigation concerning this contract that venue shall be in Broward County, FL.

18. Client has read, understands and agrees to the terms and conditions contained in this Agreement. Client acknowledges having received a copy of this Retainer Contract.

BANKRUPTCY - NONDISCHARGEABILITY - GARNISHMENT

19. Client agrees that all monies owed to the Firm shall not be dischargeable in any bankruptcy proceeding or otherwise. Should Client be involved in a bankruptcy proceeding, Client shall elect to waive the dischargeability of said fees and costs, and Client agrees not to list LAW OFFICES OF MARK ABZUG, P.A., as a creditor in any bankruptcy proceeding. If Client defaults on this agreement Client agrees to waive any claim of exemption to garnishment pursuant to F.S. §222.11. Client further agrees to be responsible for all legal fees incurred by the Firm in relation to garnishment proceedings.

FEE DISPUTES

20. Any disputes between Client and the Firm as to charges for attorney's fees, costs and interest, or as to the performance or breach of performance by the Firm, in its representation of Client, shall be settled through binding arbitration by a Broward County attorney, certified by the Florida Supreme Court as a matrimonial arbitrator or a board certified family lawyer, who will listen to the presentation of both parties. The decision of the arbitrator shall be binding, final and conclusive and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of the parties and subject matter. If the parties are unable to agree as to the selection of an arbitrator, the court will make the determination upon proper notice to the parties. Any and all fees and costs of the arbitrator shall be paid by Client.

21. In the event of a fee dispute or late payment of sums due to the Firm, enforcement of payment or the required arbitration procedure may be pursued by the Firm, by the filing of a charging lien with the Family Law Court. This means that the Court will have continuing jurisdiction to enforce payment of fees.

22. In the event it becomes necessary to enforce the terms of this Contract, through arbitration or otherwise, Client agrees to pay reasonable attorney's fees and costs (whether taxable or not), in connection with the enforcement and collection proceedings, including fees and costs on appeal.

WAIVER OF TRUST ACCOUNT BALANCE

23. At the conclusion of my case, if there exists a positive balance in Client's trust account that does not exceed the sum of Ninety Five Dollars (\$95.00), Client hereby expressly waives the same. Said monies shall be applied to Client's outstanding legal fees, if any and/or towards additional costs incurred. Regardless, the Client expressly waives any interest that Client has in said monies all of which shall become the property of the Firm. If the Client fails to deposit or cash the refund within six (6) months the client expressly waives the right to the refund.

DISCLOSURE OF BUSINESS INTERESTS

24. Mark Abzug, Esq., possesses an ownership interest in East Coast QDROs & Actuarial Services, LLC. Said company provides services to law firms in relation to the preparation and review of qualified domestic relations orders. The Firm agrees that it will not retain East Coast QDROs on behalf of the Client absent Client's written consent.

Dated this ____ day of _____, 2020.

Law Offices of Mark Abzug, P.A.
2801 University Drive, Suite 203
Coral Springs, FL 33065
(954) 753-1003

Client's Signature

By: _____
Mark Abzug, Esq.

____ Client wishes to receive copies of all documents related to his/her case. Client understands that he/she will be billed for this service.

____ Client **does not** wish to receive copies of all documents related to his/her case but will be apprised of all important matters and appointments.

Miscellaneous Provisions:

