

**MICHAEL L. HAWKINS & ASSOCIATES, P.L.L.C.**  
**DIVORCE/CUSTODY – CONTRACT OF EMPLOYMENT**

\_\_\_\_\_ (“Client”) hereby employs Michael L. Hawkins & Associates, P.L.L.C., Attorneys at Law (“Attorney”) to represent Client and/or Client’s children concerning a dissolution of the Client’s marriage, custody or other such related domestic proceedings.

**1. NATURE OF EMPLOYMENT:**

Michael L. Hawkins & Associates, P.L.L.C., does not make any guarantee to the Client concerning the results of the proceedings which are the subject matter of the employment, and Client acknowledges being so informed. Michael L. Hawkins, P.L.L.C., accepts employment by Client without any promise or guarantee of the same, and Client acknowledged that no promise, representation or guarantee of results has been made by Michael L. Hawkins & Associates, P.L.L.C.

**2. FEE AGREEMENT:**

**A. Retainer Agreement:**

Client agrees to pay to Michael L. Hawkins & Associates, P.L.L.C., a retainer fee for services in the amount of \$\_\_\_\_\_ payable within \_\_\_\_\_ days from the date of this agreement, which retainer is to be credited against the hourly billing and fees provided hereinbelow. If at termination of representation any portion of the retainer remains unearned, such unearned portion shall be refunded to the Client. **Client understands that the retainer fee is not a flat fee for services provided in the case but is simply the amount required to be initially paid by Client to retain Michael L. Hawkins & Associates, P.L.L.C., for representation in client’s case.**

**B. Hourly Rates:**

Client further agrees to pay to Michael L. Hawkins & Associates, P.L.L.C., an hourly rate for services performed by members of the firm as indicated in the attached fee schedule. Client understands and agrees that the attached fee schedule may be modified from time to time by Michael L. Hawkins & Associates, P.L.L.C., without prior notice or approval of the client. If client is not satisfied with any such modification, client may discharge Michael L. Hawkins & Associates, P.L.L.C., from further representation, but in no event would such a termination excuse payment for services already performed. Client understands and agrees that all time spent on client’s case will be billed by Michael L. Hawkins & Associates, P.L.L.C., including but not limited to office meetings, court appearances, telephone calls, e-mails, research, pleadings, letters, file maintenance, reviewing documents and file, and preparing exhibits. Client is primarily liable for the payment of all fees, costs and expenses regardless of the adverse party becoming obligated pursuant to order of the court or by agreement of the parties. However, Client shall be credited for any money so paid by the adverse party directly to Michael L. Hawkins & Associates, P.L.L.C.

**C. Monthly Payments:**

The attorney's fee, costs, and expenses are payable on a monthly basis and are first debited against the retainer provided hereinabove. If at any time client is unable to make payment for the entire balance due and owing during any particular month, Client agrees to pay \$\_\_\_\_\_ per month towards the satisfaction of the outstanding balance. If said monthly payment is not made as agreed, Michael L. Hawkins & Associates, P.L.L.C, shall immediately be allowed to **withdraw from further representation; to refer the matter to a third party for collection; and to file an Attorney's Lien in the county clerk's office of the Client's residence and/or in the county where the subject litigation is pending and in the client's case pending before the Court for payment of the unpaid attorney's fees.**

**D. Interest on Unpaid Balance:**

In consideration of Michael L. Hawkins & Associates, P.L.L.C.'s, willingness to accept monthly payments as described hereinabove in paragraph 2(C), Client understands that they will be charged interest on any unpaid balance, not to exceed 1% per month of the total amount owed for balances more than thirty (30) days old.

**3. COURT COSTS AND EXPENSES:**

All costs and necessary disbursements shall be advanced by Client. In the event that Michael L. Hawkins & Associates, P.L.L.C., advances any costs or other expenses, the same shall be repayable on demand, credited against the retainer, or added to Client's bill. Such reimbursement shall be in addition to any monthly payment required under this agreement. If said reimbursement is not immediately made as required herein, Michael L. Hawkins & Associates, P.L.L.C, shall have all of the same remedies set forth in paragraph 2(C), for unpaid monthly payments.

**4. TERMS OF REPRESENTATION:**

Michael L. Hawkins & Associates, P.L.L.C., may discontinue rendering services and representation: if Client shall fail to pay any costs, expenses or fees when due; if Client fails to pay the retainer or monthly payments as agreed; if Client fails to cooperate; if Client shall have misrepresented or failed to disclose material facts; if Michael L. Hawkins & Associates, P.L.L.C., believes that further representation would not be in Client's or the firm's best interest; or if Client shall fail to follow the firm's advice. In the event that Michael L. Hawkins & Associates, P.L.L.C., withdraws or is discharged from representation, Client will execute such necessary documents as will permit Michael L. Hawkins & Associates, P.L.L.C., to withdraw from representation and will immediately forward full and complete payment for services rendered. Both Client and Michael L. Hawkins & Associates, P.L.L.C., may cancel this Agreement upon written notice to the other party at any time prior to the commencement of legal

proceedings and thereafter only with Court approval. Both Client and Michael L. Hawkins & Associates, P.L.L.C., shall use their best efforts to further the purpose of this agreement and to obtain necessary evidence and attendance of witnesses.

**5. MISCELLANEOUS:**

This Agreement contains the entire agreement between the parties. There are no agreements, understandings, representations, or inducements being relied upon by either party except those expressly set forth in this agreement or other writing which shall be signed by the parties and attached hereto. The parties further acknowledge that they have read and understand this agreement and have received a copy of the same

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CLIENT

By: \_\_\_\_\_  
Michael L. Hawkins & Associates, P.L.L.C.

**FEE SCHEDULE**

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| <b>DESCRIPTION OF SERVICE</b> |  |
|-------------------------------|--|
| <b>Attorney's Fees</b>        |  |
| <b>Michael L. Hawkins</b>     | <b>\$175.00/hour</b>                           |
| <b>Nicole Bearse</b>          | <b>\$150.00/hour</b>                           |
| <br>                          |  |
| <b>Paralegal Fees</b>         | <b>\$50.00/hour</b>                            |
| <b>Legal Assistance Fees</b>  | <b>\$25.00/hour</b>                            |
| <br>                          |  |
| <b>Postage</b>                | <b>Postal Rates</b>                            |
| <br>                          |  |
| <b>Copying</b>                | <b>\$.15/page</b><br><b>+ Time for Copying</b> |
| <br>                          |  |
| <b>Advanced Expenses</b>      | <b>Actual Expenditures Made by Firm</b>        |

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