ATTORNEY CLIENT EMPLOYMENT CONTRACT
AGREED & UNCONTESTED DIVORCE

Client, whose name appears below, desires to employ the McNamara Law Office, PLLC to perform as many of the specific services described below as are necessary to complete Client's divorce.

Specific Services to be Provided by the McNamara Law Office, PLLC:

A. Prepare one Original Petition requesting a no-fault divorce based on the marriage being insupportable;

B. File the Original Petition for Divorce;

C. Prepare a Waiver of Service of Citation;

D. File the Waiver of Service of Citation after client obtains spouse's notarized signature on it (may be notarized at McNamara Law Office, PLLC at no additional charge);

E. Calculate the amount of child support based on information provided by client;

F. Prepare one Final Decree of Divorce based on the written agreement that client and client's spouse have reached regarding property. Any *changes* or *revisions* to the Decree made by client after attorney and his staff have prepared it will constitute additional work, and client will be charged for the time in making such changes and revisions at the current hourly rate of the attorney and his staff. *Corrections* that are necessary to accurately reflect the parties' written agreement will not be charged;

G. Prepare additional court required forms necessary to obtain Court approval of the Agreed Final Decree of Divorce, such as BVS form, Parent Child Information Sheet, and forms to set up the child support account with the County or State agency;

H. Prepare Automobile Powers of Attorney (POA) to transfer ownership in vehicles;

I. Attend Court with client once (including travel time) to obtain a divorce based on the Agreed Final Decree of Divorce; and

J. Up to one additional hour of consultation either in person or by telephone between attorney or attorney's staff and client before submission of the Agreed Final Decree of Divorce to the Judge.

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This hour may be taken in increments of tenths of an hour and need not be used all at once. Telephone calls and the time necessary to read and respond to written correspondence are included within this additional hour. Any portion or all of this hour may be used by having attorney or attorney's staff speak with client's spouse.

Real Estate

K. If a piece of residential property (a house) is to be awarded to one spouse, One Special Warranty Deed and One Deed of Trust to Secure Assumption will be drafted to transfer the parcel of land between spouses.

Children

L. If you have children together who are under the age of 18 years or still in high school:

1) The Agreed Final Decree of Divorce will contain a Texas Standard Possession Order regarding visitation, and attorney is not required to deviate from the Texas Standard Possession Order, regardless of the agreement reached between client and spouse. Child support will be calculated by attorney based on Texas law and the information provided by client, or attorney will include any amount of child support that client instructs, and the Decree will contain provisions for the payment of that amount of child support.

2) Unless the agreement between client and spouse states otherwise, the Decree will award Tex. Fam. Code §153.132 rights and duties jointly to each parent, with the consent of the other parent, except that one parent will be designated as the parent with the right to designate the primary residence of the child/ren within the county in which the case is filed.

3) Prepare and file an Employer's Order for Wage Withholding as required by law;

4) Prepare and file a Qualified Medical Child Support Order (QMCSO);

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Specific Costs and Expenses to be Paid Out of the Fee Quoted Above:

A. County & state filing fees for divorce;

B. Usual and customary office expenses necessary to accomplish the services described above;

C. Parking fees while attending Court to obtain the final divorce;

D. Fee for obtaining a *certified* copy of the Agreed Final Decree of Divorce;

Children

E. The fee to request that the District Clerk send a certified wage withholding order to an employer;

Real Estate

F. The county fees and administrative costs to record the real estate documents required to transfer a single residential parcel (your house) to one spouse from the other.

Client understands that this employment arrangement and fee agreement will only work if all aspects of the divorce are agreed upon by both spouses and client's spouse does not employ an attorney to officially appear in the divorce case. Client's spouse may have the decree reviewed by a lawyer. Any change requested by client's spouse is subject to additional charges as described in this contract.

If the attorney or staff are required to perform any additional services, spend any additional time on client's case, or incur any additional expenses other than the services and expenses described above, client will be responsible for paying for the additional services, attorney's time, staff time, and costs. The attorney's time and staff's time will be billed at the firm's current rate in increments of tenths of an hour. Such additional fees and costs are in addition to the flat fee described above and are due and payable prior to attending court to obtain the Judge's signature on the Agreed Final Decree of Divorce.

Client further understands that in order to obtain a divorce pursuant to this agreement, client must fulfill certain responsibilities and obligations. If client fails to perform any of the following responsibilities and obligations, attorney is then excused from further performance under this agreement, and client forfeits the full amount of the fee set forth above.

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Client's Responsibilities and Obligations:

A. Provide written detailed personal information regarding the parties and children, including each person's full name; address; employer name, address & telephone number; social security number; and driver's license number;

B. Provide a complete and detailed written description of all assets and debts of the parties, including full legal descriptions when applicable;

C. Provide a complete and detailed written description of the agreement that the parties have reached with respect to all aspects of this divorce, including property, debts, and children, and signed by both parties within 30 days prior to delivering to attorney (any deviation from the Texas Standard Possession Order with respect to visitation will result in additional fees charged to client based on the time consumed to draft the unique language, at the attorney's and staff's current hourly rates). The signed written agreement provided by client need not be in "legalese" or use specific legal terms but must be comprehensive and understandable;

D. Obtain spouse's notarized signature on the Waiver of Service of Citation (notaries are available at McNamara Law Office, PLLC at no additional charge);

E. Obtain spouse's notarized signature on the Agreed Final Decree of Divorce; and

F. Timely obtain and provide to attorney all additional information that may become necessary to accomplish the Specific Services to be Provided by the McNamara Law Office, described above.

Client understands that there may be additional work necessary to finalize the property division described in the Agreed Final Decree of Divorce that is outside the scope of this flat fee agreement, such as a Qualified Domestic Relations Order (regarding retirement benefits) and possibly others. Such additional work is not included within the fee described in this document. If client chooses to hire the McNamara Law Office, PLLC to perform any additional work outside the scope of this flat fee agreement, including document preparation, the fees for that work will be in addition to the flat fee described in this document.

If a Qualified Domestic Relations Order (Q.D.R.O.) or Non-Qualified Domestic Relations Order (D.R.O.) is necessary the following will be provided for an additional fixed fee: Preparation of the Q.D.R.O. or D.R.O.; all agreed revisions requested by the plan

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administrator for approval; filing the document with the court & requesting that the judge sign it; court fees for obtaining a certified copy; and forwarding the certified copy to the plan administrator. Disagreements about the language of the Q.D.R.O. or D.R.O., its interpretation, or enforcement, are not included in the additional fixed fee.

Alimony and spousal maintenance are not included in this agreement. If alimony or spousal maintenance are to be included in the Agreed Final Decree of Divorce, an additional fee may be charged.

Client understands that the fee described in this contract is not apportioned among the various tasks and expenses required of attorney and his staff. Client further understands that by accepting client's case, attorney may be precluded from accepting other work or meeting with prospective clients. For these reasons, **no portion of the flat rate fee is refundable**.

If a refund is due to client from funds paid for work that is outside the scope of the flat fee agreement that refund will be paid in the same form in which the payment was received, except for cash. Payments made via credit card will be refunded back to the original credit card after client provides the necessary credit card information (we do not retain credit card information). Any refund for payments made via cash will be made by check.

Client understands that attorney's obligation is limited to the specific tasks described in this agreement and attorney is not obligated to perform any additional tasks or representation on client's behalf.

Client understands that attorney will not offer any advice about the agreement that the parties have reached and client is specifically NOT requesting attorney to review the agreement for fairness, comprehensiveness, or feasibility. Client also understands that attorney is not a C.P.A. and will not offer any tax advice. _____ (Client's initials).

The flat rate fee for the work, expenses, and filing fees described in this agreement is as follows:

- No minor children together and no real estate: $2,000.00
- The Spouses have minor children together: + $500.00
- There is a house to be awarded to one spouse: + $600.00
  (A Special Warranty Deed & Deed of Trust to Secure Assumption, along with recording fees).

Total flat rate for all services & fees described above $ _____

Any disputes arising out of or connected with this agreement, including, but not

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limited to the services performed by any attorney, will be submitted to **Binding Arbitration** in Harris County, Texas, in accordance with Tex. Civ. Prac. & Rem. Code Ch. 171 and the Commercial Arbitration Rules of the American Arbitration Association, except that this does not apply to any claims made by the firm for the recovery of its fees and expenses.

I have read this document carefully and understand it. My questions have been answered satisfactorily and I sign it freely. This agreement becomes effective after it is signed by Client and Brian J. McNamara.

CLIENT HAS COMPLETELY READ THIS CONTRACT; HAS NO QUESTIONS ABOUT IT; FULLY UNDERSTANDS IT; AGREES TO IT; AUTHORIZES A 3% PROCESSING FEE FOR CREDIT CARD PAYMENTS; AND PAYMENT OF THE FEE DEPOSIT BY (Method of payment, e.g. Check #1234 or Visa ending 1234) _____.

DATE: _____

_____
Client

_____ _____
Date For McNamara Law Office