

CARMEL FAMILY LAW

Janice Mandla Mattingly

FAMILY LAW FEE AGREEMENT

THIS AGREEMENT, made this _____ day of, _____ 2023, in Carmel, Indiana, by and between Janice Mandla Mattingly, P.C., (“Attorney/Firm”) and _____, (“Client”).

1. Client has requested that the Firm represent Client in his/her _____ action. This agreement is limited in its scope to include only the issues specifically listed herein. No other matter currently pending or arising in the future is covered by this agreement and no attorney/client relationship exists with respect to any such matters. This Agreement sets forth the agreement of representation. The Agreement and the Firm’s representation of Client become effective only upon execution by both parties and payment of the retainer fee as more fully set out herein.
2. It is impossible to determine in advance the amount of time and expenses that will be needed to complete Client’s case. Therefore, Attorney cannot indicate in advance the total fees and expenses that will be paid. The matter of the Client may become more complicated than it first appears and the time and effort that will be spent by Attorney will depend in part on the cooperation of the Client, the opposing party, the opposing counsel, other professionals, including but not limited to evaluators, CPAs, mediators, and the court.
3. Client agrees to pay the following hourly rates for services performed *on family law matters* by the Firm as follows: **\$400.00 per hour for Janice Mandla Mattingly**; \$155.00 per hour for services performed by paralegals and legal assistants. The hourly rate shall include all time spent on the file including but not limited to correspondence, conferences with Client and opposing counsel and/or expert witnesses, telephone calls, research, discovery, trial preparation, drafting documents, negotiations, court appearances, travel time to and from locations away from the office, and negotiations or discussions with opposing counsel (or opposing party if he/she is not represented by counsel). **The Firm reserves the right to increase hourly rates for services performed. In the event of a rate increase, Client will be advised one month in advance of the effective date of the rate increase in order that Client may consider whether to seek new counsel or continue the Firm’s services.**
4. It is the Firm’s practice to compute time at 0.1 per hour of time expended (six-minute intervals). Charges for correspondence (including email), telephone calls (including voice mail) or document review will be made whether they are initiated by or received by Attorney. *Please note: Our firm has the following minimum charges to be applied even if the particular service take less actual time: pleadings (1.0); letters (0.4); telephone calls (0.2); voicemails (0.1); emails (0.2); court appearances (1.0). Where the actual time exceeds the minimum, the actual time will be used.*
5. A retainer of \$ _____ and a filing fee of \$ **0** shall be paid at the time this Agreement is executed. This retainer will be credited by the time expended by the hourly rate plus any incurred expenses. Client will be required to pay an additional retainer equal to the initial retainer amount anytime the amount of the preceding retainer has been substantially credited or depleted. In the event that a monthly invoice has an outstanding balance (as opposed to a credit), Client shall pay the balance of the invoice, in full, in addition to replacing the retainer. All requests for additional retainers and bills for outstanding balances must be paid within fourteen (14) days of Attorney’s request for the same in order for Attorney to continue representation. If such amounts are not promptly paid, Attorney shall have the right to withdraw her representation of Client and/or seek to continue any hearing or trial until said amounts are paid.
6. Client shall pay for expenses incurred by Attorney/Firm in connection with their matter(s). Incurred expenses include, but are not limited to, court costs, postage, long distance, photocopying, electronic research fees, charges for online access to court docket and filings, mileage, parking, and deposition costs,

mediation costs, and necessary expert fees. Upon Attorney's request, Client shall immediately pay any necessary expenses in advance.

7. Any retainers above the minimum fee not credited by time expended and incurred expenses will be returned to Client within a reasonable time after the conclusion of Attorney/Firm's representation.
8. Client will receive an invoice ("billing statement") once each month, containing an itemized report of services performed and expenses incurred on Client's case during the previous month. Payment in full of any balance due must be paid to the Firm no later than fourteen (14) days from the date on the billing statement. Client understands and agrees that any questions or concerns regarding a billing statement or any charges thereon must be communicated in writing to the Firm no later than thirty (30) days from the date of such billing statement. **Failure of Client to raise questions or concerns regarding a billing statement as aforesaid shall operate as a waiver of any and all future challenges and/or complaints regarding such charges.**
9. Client understands and agrees that Client is, at all times, primarily liable and responsible to Attorney for all fees, costs and expenses in full, and that any court order assessing fees, costs or expenses or any part thereof against the adverse party in no way sets Attorney's fees nor limits Client's liability for the same. Amounts received pursuant to any court order will be credited to Client's account. Any attempt by Attorney to secure a court order regarding fees, costs and expenses from the adverse party is an additional service Attorney performs on behalf of Client and Client is expected to pay attorney fees on the same basis as is set forth in this Agreement for performing such service. The collection of any such award against the opposing party by way of contempt or any other proceeding shall be considered as further services on Client's behalf, and the same shall be billed to Client accordingly.
10. Interest will be charged and added to any balance of Client's account at the rate of the lesser of: one and one half (1 1/2) percent per month, eighteen (18) percent per annum; or the maximum rate permitted by applicable law commencing fourteen (14) days after demand for payment is made.
11. The provisions of this Agreement, in the discretion of Attorney, may be disclosed to any court in connection with any application by Attorney for payment of fees or expenses for services rendered on behalf of Client. Attorney shall have the right to advise the court of any amounts that have been received on account by Client.
12. Either party has the absolute right to terminate this Agreement; however, termination shall in no way discharge or release Client from payment of all other obligations hereunder. Attorney shall have the right to withdraw from Client's case if Client fails to make payments required by this Agreement, if Client misrepresents or fails to disclose material facts to Attorney, if Client fails to follow Attorney's advice, or if the Attorney/Client relationship breaks down in anyway. If for any reason Client loses confidence in Attorney's ability to fully and fairly inform, advise or represent Client, Client may discharge Attorney. If the Agreement is terminated for any reason, Attorney and/or a law clerk or paralegal will prepare correspondence and pleadings to effectuate the withdraw Attorney's appearance as counsel on behalf of Client, and Client shall pay Attorney, at Attorney's (and/or the law clerk/paralegal's) hourly rate, for all said services effecting said withdrawal. If Client or new counsel on Client's behalf requests a copy of Client's file, subject to the provisions outlined in Paragraph 14 below, Client agrees to pay the Firm the cost of copying Client's file (at the rate of \$0.10/page) and the cost of mailing or transferring the file to the Client and/or other counsel. Any unused portions of retainers remaining after the above services are completed shall be refunded to Client within a reasonable time.
13. Client hereby grants Attorney/Firm a lien and security interest on all Client's documents, property or money in Attorney's possession for the payment of all sums due from Client to Attorney/Firm under this Agreement. Client further understands and grants Attorney/Firm the authority to withhold Client's file until such time as all sums due from Client to Attorney/Firm under this Agreement are paid in full. In addition, Attorney shall be entitled to a lien insuring that, if Attorney elects, payment to the Attorney will come from the recovery of any litigation as governed by law.

14. In the event it is necessary to institute legal proceedings against Client for the collection of fees or expenses due to this Agreement, Client will pay, in addition to any judgment for such fees and expenses, all costs and expenses necessitated thereby, including reasonable attorney fees for such legal action.
15. By signing this Agreement, Client acknowledges that Attorney has made no guarantees as to the disposition of any phase of the matter or matters for which Attorney has been retained.
16. The provisions of this Fee Agreement apply only to the matter referenced above and, unless otherwise specifically provided, Attorney's representation of Client will be for proceedings in the trial court only. If appellate proceedings are instituted, further fee and retainer agreements will be made. This Agreement pertains only to the Attorney's services to Client for final judgment.
17. The provisions of this agreement are severable. If one provision is found by a court to be void or unenforceable, that provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. In all cases, Attorney will receive a reasonable fee not less than her hourly rate plus incurred expenses.
18. The cooperation of Client is essential for representation. Therefore, Client must keep Attorney informed immediately of any change of address, telephone number, employment or other pertinent circumstances or facts. Full disclosure to Attorney of all facts is essential to enable Attorney to properly represent Client.
19. This Agreement shall be governed by the State of Indiana. Further, Client agrees that Hamilton County, Indiana shall be the exclusive jurisdiction of any and all actions initiated as a result of this agreement.
20. This Agreement shall be for the benefit and inure to the benefit of all the parties, heirs, successors and assigns. This Agreement may not be assigned by Client. This Agreement shall not become effective until executed by both parties and the initial retainer and filing fee as set out above is paid.
21. Client hereby grants full authority to the Firm to process payment upon the Client's VISA, American Express or MasterCard account listed below, for the full amount of any and all of Client's unpaid attorney fees and incurred expenses, on or after the last day of the month in which the billing statement relative to the unpaid charges was issued, and without any further notice to, or consent from, client. Client further hereby waives any and all challenges to any and all such credit card transactions processed as the result of non-payment by Client.

VISA, American Express or MasterCard Number

Exp. Date

Security Code

22. **Please choose how you wish to receive billing invoices:**

Mail Email

Email address

WE, THE PARTIES, warrant that we have read the foregoing Agreement, understand its contents and enter into it knowingly, free and voluntarily.

Attorney

Client

Client's signature on this Fee Agreement represents Client's full understanding of each and every provision of this Fee Agreement. Client has been directed by Attorney/Firm to review all terms carefully and to raise any questions about this Fee Agreement prior to signature.

Client's Initials _____