

RACHEL S. SILBERSTEIN, ESQ.

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MATRIMONIAL RETAINER AGREEMENT

1. THIS AGREEMENT FOR LEGAL SERVICES by and between RACHEL S. SILBERSTEIN, ESQ., 11 Broadway, Suite 615, New York, NY 10004 and _____, residing at _____. This Agreement constitutes a binding legal contract and should be reviewed carefully.

2. (a) The client retains the Firm to render services in connection with:

a divorce action

(b) It is further understood that this Agreement does not apply to any appeals or post-judgment actions, proceedings, or applications and that, if such engagement were to be accepted by this Firm in the future, the Firm's representation would have to be evidenced by execution of another and separate Retainer Agreement. However, this Agreement in no way obligates the Firm to accept any such engagement in the future;

(c) The client authorizes the Firm to take any steps which, in the sole discretion of the Firm, are deemed necessary or appropriate to protect the client's interest in the matter.

3. (a) In order for us to begin our representation you have agreed to pay us and we have agreed to accept a retainer in the amount of \$ _____. This retainer payment does not necessarily represent the amount of the overall fee which you may incur by virtue of our services. The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements (such as court costs, messenger services, transcripts of proceedings, long distance telephone calls, telefaxes, process service fees, mileage, deposition and court transcripts, and excess postage) which are incurred on your behalf.

(b) The client further understands that the hourly rates apply to all time expended relative to the client's matter, including, but not limited to, office meetings and conferences, telephone calls, emails, text messages and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure, demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on behalf of or in connection with the client's matter.

4. In the event that we obtain a disposition of your matter, either by way of a settlement agreement (termed separation agreement or stipulation of settlement) or by judgment by the court of the issues involved in your case, the aforementioned retainer fee shall be the minimum fee charged to you, i.e., there will not be a refund of the unused portion of the retainer fee. However, if you discontinue our services prior to a disposition of your matter by agreement or judgment of the court, or if this Firm is relieved as your attorneys by court order, or if we voluntarily discontinue your action, any unearned portion of the retainer fee you advanced to this Firm shall be refunded to you.

Rachel S. Silberstein, Esq.

5. You have the absolute right to cancel this retainer agreement at any time. Should you exercise this right, you will be charged only the fee expenses (time charges and disbursements) incurred within that period, based upon the hourly rates set forth in this retainer agreement, and the balance of the retainer fee, if any, will be promptly refunded to you.

6. Hours expended on your matter will be charged against the retainer fee and, in the event the retainer fee is depleted as a result of hours charged, the client agrees to replenish his or her account by payment of an interim retainer fee in the like amount. Likewise, as each such interim replenishment amount may be absorbed by time charges, additional interim replenishments, in like amount, shall be immediately made to the client's account. Replenishment amounts paid after the retainer fee has been absorbed are not treated as additional minimum fees. In other words, if the initial retainer fee is consumed and you then pay an additional retainer amount, if your matter is then concluded with the absorption of only 40 percent of the additional retainer amount, 60 percent of the additional retainer amount will be refunded to you upon the closing of your file.

7. (a) The retainer fee shall be credited toward an hourly rate of \$300.00 per hour for my time.

(b) In addition to the foregoing, your responsibility will include direct payment or reimbursement of this Firm for disbursements advanced on your behalf, the same to include, but not necessarily be limited to, court filing fees, recording fees, charges of process servers, travel expenses, copying costs, messenger services and overnight mail costs, transcripts and the customary fees of stenographers referable to examinations before trial in the event such examinations are utilized.

(c) Each letter and telephone conference will be billed at a minimum of .10 (which is six minutes) of a fractional hour. This amount has been arrived at as a result of calculating the time involved in retrieving the file, and examining the documents or letters required to dictate the letter or respond to the call, in addition to the time required to consider the problem arising from or to be dealt with in the call or letter.

(d) As it is not possible to predict with accuracy the period of time of this Firm's representation of you, and for the purpose of providing you with a degree of certainty with regard to the Firm's hourly charges during the period of representation, the Firm herewith agrees to maintain the foregoing hourly rates for a period of one (1) year. Thereafter, the Firm shall have the right to increase such rates, but in no event beyond a 10 percent per year increase shall be reflected in an amended written retainer agreement signed by you and the Firm.

8. You will be billed periodically, generally each month, but in no event less frequently than every 60 days. Included in the billing will be a detailed explanation of the services rendered, by whom rendered, and the disbursements incurred by our Firm in connection with your matter. Upon receipt of our bill, you are expected to review the bill and promptly bring to our attention any objections you may have to the bill. While we strive to keep perfectly accurate time records, we recognize the possibility of human error, and we shall discuss with you any objections you raise to our bill. You will not be charged for time expended in discussing with us any aspect of the bill rendered to you. You agree to pay us such additional

Rachel S. Silberstein, Esq.

fees and to reimburse us for our advances on your behalf that may be due from time to time not later than 30 days from the date that we shall submit a bill to you for same. If an amount due to us is not paid within 30 days after our statement to you of the amount due, interest at the rate of 12% shall be added to the balance due to us.

9. We shall keep you informed of the status of your case, and agree to explain the laws pertinent to your situation, the available course of action, and the attendant risks. We shall notify you promptly of any developments in your case, including court appearances, and will be available for meetings and telephone conversations with you at mutually convenient times. Copies of all papers will be supplied to you as they are prepared if you so desire.

10. (a) While we expect to be paid the fees due us in timely fashion, in situations where the client does not have funds readily available to pay additional fees as they accrue, we may, as an accommodation, agree to take a security interest in property in lieu of immediate payment. A security interest may take the form of a confession of judgment, promissory note, or mortgage upon specified property. In either event, a lien will attach to your property. In the case of your marital residence, any such security interest shall be nonforeclosable, i.e., we shall not force a sale of your home but would be paid at the time you sell the premises. You are advised that any such security interest can be granted to us only with the permission of the justice assigned to your case upon an application on notice to the opposing party, and after an application has been made for your spouse to pay the outstanding fees.

(b) In the event such application for payment of counsel fees by your spouse and a security interest for the fees due this Firm is made to the Court, the client agrees to cooperate in connection with such application and to consent to the relief being requested from the Court. Failure on the part of the client to so cooperate and consent shall be deemed as a basis for withdrawal by the Firm from representation of the client.

11. (a) You are advised that if, in the judgment of this Firm, we decide that there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this retainer agreement, we may decide to make application to the court in which your action is pending to be relieved as you attorneys. In such event, you will be provided with notice of the application and an opportunity to be heard. Should any fees be due and owing to this Firm at the time of our discharge, we shall have the right, in addition to any other remedy, to seek a charging lien, i.e., a lien upon the property that is awarded to you as a result of equitable distribution in the final order or judgment in your case. No such lien may attach to maintenance or child support payments.

(b) In the event that any bill from the Firm remains unpaid beyond a 45 day period, the client agrees that the Firm may withdraw its representation, at the option of the Firm. In the event that an action is pending, and absent your consent, an application must be made to the Court for such withdrawal. Where the fee is unpaid for the period set forth above, the client acknowledges that in connection with any such withdrawal application, that the account delinquency shall be good cause for withdrawal.

12. While we seek to avoid any fee disputes with our clients, and rarely have such disputes, in the event such a dispute does arise, you are advised that you have the right, at your election, to seek arbitration to resolve the fee dispute. In such event, we shall advise you in writing by certified mail that you

have 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and we shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both you and this Firm.

13. (a) You have been advised that in order for us to properly protect your interests, it may be necessary to retain outside experts such as appraisers, actuaries and accountants. You will be responsible for the costs incurred for any such service which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert or appraiser shall be retained without your prior approval. If necessary and applicable, an application will be made to the Court to have your spouse pay all or part of the aforementioned fees for experts.

(b) In order for us to properly protect your interests, and in light of our experience in matrimonial litigation, it is important that we select or at least consent to the experts being retained in your matter. Accordingly, you agree to procure our consent relative to the retention of any experts for your case.

14. We have informed you that pursuant to court rule, we are required, as your attorneys, to certify court papers submitted by you which contain statements of fact, and specifically to certify that we have no knowledge that the substance of the submission is false. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers are actually submitted to the Court, the accuracy of the court submissions which we prepare on your behalf, and which you shall review and sign.

15. It is specifically acknowledged by you that this Firm has made no representations to you, express or implied, concerning the outcome of the litigation presently pending or hereafter to be commenced between you and your spouse. You further acknowledge that this Firm has not guaranteed and cannot guarantee the success of any action taken by the Firm on your behalf during such litigation with respect to any matter therein, including, without limitation, issues of spousal and/or child support, custody and/or visitation, exclusive occupancy of the marital premises, equitable distribution of marital assets, the declaration of separate property, counsel fees and/or a trial.

16. You are aware of the hazards of litigation and acknowledge that we have made no guarantees in the disposition of any phase of the matter for which you have retained this office.

If this fee arrangement meets with your approval, kindly sign your name where indicated on the copy of this letter and return same to me in the envelope enclosed for your convenience. You acknowledge that pursuant to court rule, a copy of this retainer letter is required to be filed with the court in which your action is pending.

Kindly indicate your understanding and acceptance of the above by signing the letter below where indicated. We look forward to being of service to you in connection with this matter.

I HAVE READ AND UNDERSTAND THE
ABOVE AGREEMENT, HAVE RECEIVED A
COPY, AND ACCEPT ALL OF ITS TERMS:

Dated:
