

ARLENE KOSTANT

ATTORNEY AND MEDIATOR

Certified Specialist
Family Law
State Bar of California
Board of Legal Specialization

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**TERMS AND CONDITIONS OF LEGAL CONSULTATION
IN COLLABORATIVE LAW MATTER**

INTRODUCTION

You have retained ARLENE KOSTANT to advise you in connection with your Collaborative Law Process in which you and your spouse each has an attorney, and all have a shared commitment to avoid litigation. The process primarily entails informal discussions and conferences for purposes of settling all issues. Each party and his or her attorney agrees to adhere to honesty and mutual respect for the process.

SCOPE AND DUTIES

ARLENE KOSTANT will represent your interests through the final settlement and filing of a judgment, subject to the following:

- ARLENE KOSTANT will not be your attorney of record, except for purposes of filing the judgment;
- ARLENE KOSTANT will not represent you in litigation except to the extent that the parties agree to submit selected issues to a private judge or arbitrator. Her representation is terminated by any party's decision to litigate, whether or not it was your decision;
- ARLENE KOSTANT will not represent you in any family law litigation against your spouse should the Collaborative Process end before settlement. However, she will cooperate with you in transferring your file to new counsel.

ARLENE KOSTANT will keep you reasonably informed of the settlement process and will not agree to a settlement of any issue without your consent. She will promptly respond to your inquiries.

You acknowledge and agree that for so long as you participate in the Collaborative process, you are giving up your right to have your own expert(s), your access to the court system and the right to formally object to producing any documents or to providing any information to the other side that ARLENE KOSTANT determines is appropriate.

To this end, you agree to make full disclosure of the nature, extent, value of - and all developments affecting - your income, assets and liabilities. You authorize ARLENE KOSTANT to fully disclose all information which in her discretion must be provided to your spouse and his or her attorney.

You and ARLENE KOSTANT both retain the right to withdraw from this contract if either feels he/she cannot comply with by the principles of Collaborative Law by notifying the other in writing. ARLENE KOSTANT agrees to give you fifteen (15) days notice of her intention to withdraw.

FEES

1. ARLENE KOSTANT agrees to consult with the undersigned client and the client agrees to pay her as follows:

\$ per hour for her services;

\$ per hour for services of associate lawyers.

2. All charges incurred will be in increments of one-tenth (1/10th) of an hour. Legal services to be performed include, telephone calls, office conferences, document preparation and review, research, and any other services as may be required in order to properly prepare the matter for resolution, as limited by the foregoing scope and duties.

3. ARLENE KOSTANT reserves the right to adjust the aforementioned hourly rates after Client has retained the firm but not sooner than six (6) months after the date of execution of this agreement. Client will be notified in writing of any change in billing rate.

4. Client is required to pay the costs incurred in his or her matter. These costs will be itemized separately on client's statement.

5. A retainer of \$ is to be paid on employment and will be credited toward fees and costs incurred. An additional retainer of \$ is to be paid immediately upon notice that the balance in client's retainer has dropped below \$. Upon completion of the matter or demand by Client accompanied by a writing ending ARLENE KOSTANT'S services in this matter, any unused portion will be returned to Client.

6. Client will be billed monthly; upon receipt of said statement, the balance is due and payable by Client. In the event that any bill is not paid within 30 days of the date it was sent, a late payment charge shall accrue on any unpaid balance from that point forward at the rate of 1% per month.

7. Client agrees that he/she is solely responsible for payment of fees and costs regardless of any court order that may be made referring to payment by any other party.

8. Client hereby agrees that any unpaid legal fees due and owing ARLENE KOSTANT at the time of sale or refinancing of the family residence or any other piece of real property sold or refinanced incident to Client's case shall be paid from Client's share of the sale proceeds or refinancing directly from escrow to ARLENE KOSTANT.

9. Client understands and acknowledges that ARLENE KOSTANT has not made any representation or guarantee as to the outcome of the subject proceedings.

10. Client is advised that ARLENE KOSTANT currently maintains errors and omissions insurance coverage that would apply to client's case.

11. In the event that Client does not pay fees or costs as and when due hereunder, or otherwise fails to fulfill the terms of this agreement, it is agreed that ARLENE KOSTANT reserves the right to withdraw as Client's attorney.

12. In the event that there is any disagreement between Client and attorney(s) concerning (a) fees (b) this agreement or (c) any other claim relating to Client's family law matter, Client and attorney(s) agree to submit such dispute to binding arbitration under the rules of the State Bar of California and California Code of Civil Procedure. The prevailing party shall be entitled to reasonable attorney's fees incurred in enforcing any arbitration award.

13. This agreement shall be construed as an integrated agreement and if for any reason, any portion of this agreement is found to be void, such construction shall not invalidate any other portion of this agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT ON ALL OF THE TERMS, CONDITIONS AND PROVISIONS HEREINABOVE SET FORTH BY AFFIXING YOUR SIGNATURE BELOW. YOU WILL BE PROVIDED WITH A COPY FOR YOUR RECORDS.

DATED:

ARLENE KOSTANT

DATED:

[Client]