

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your lawyer is providing you with this document that summarizes your rights and responsibilities as a client. If you have any questions about these issues, or the handling of your case, you should ask your lawyer.

You should discuss with your lawyer the possibility of preserving your marriage and the availability of marriage counseling.

You are entitled to a lawyer who will be capable of handling your case, show you courtesy and consideration at all times, represent you competently, and preserve your confidences and secrets that are revealed in the course of the representation.

Your lawyer shall provide you with a written retainer agreement that sets forth the nature and scope of representation and details of the fee arrangement.

Do not sign the retainer agreement until you fully understand it.

In determining your total fee, the time devoted to your representation and the customary hourly rate of fee need not be the sole or controlling factors. All factors as set forth below should be considered, and may be applied, in justification of a fee that is higher than that which would result from an application of only the time and rate factors.

The following factors are considered in determining a reasonable fee:

- (1) The time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood that the acceptance of your case will preclude other employment by the lawyer;
- (3) The fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;
- (4) The significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances of the representation and, as between the lawyer and client, any additional or special time demands or requests of the lawyer by the client;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, diligence and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services, and
- (8) Whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay will depend to any significant degree on the outcome of the representation.

Your lawyer may not request a fee arrangement that is contingent upon the securing of a dissolution of marriage or entitles the lawyer to a percentage of your recovery (e.g., alimony, support or property settlements) except in matters involving the collection of arrearages, in tort claims for monetary damages arising from bodily or personal injury, or for recovery of your separate property. Your lawyer must provide you with a statement, as required under Florida ~ of your rights in contingency fee matters before entering any contingent fee arrangement with you.

Your lawyer may request that all or part of your retainer be nonrefundable. Your lawyer must specify in writing the manner in which the retainer will be applied.

You are entitled to know the name of the lawyer who is principally responsible for your case.

Unless your retainer agreement provides to the contrary, you are entitled to receive a written, itemized bill on a periodic basis which shall be sent at least every thirty (30) days. Interest may be charged on the unpaid balance as permitted by law.

You are expected to promptly review each bill your lawyer sends to you. You must notify your lawyer in writing of any objections or errors no later than ten (10) days from the date the bill is mailed. Lawyer time spent in discussion or explanation of bills will not be charged to you, except when collection or enforcement measures are taken.

You are entitled to be kept informed of the status of your case and to be provided with copies of all important papers prepared on your behalf or received from the court or the other party.

You have the right to be present at all court proceedings unless a judge orders otherwise.

You are entitled to make ultimate decisions on the objectives to be pursued in your case and the final decision regarding the settlement or the trial of issues. Such decisions and objectives are subject to legal and ethical constraints by which you and your lawyers must abide.

Your lawyer's written retainer agreement must specify under what circumstances he or she might seek to withdraw from your case. Should your lawyer withdraw, or should you discharge your lawyer for any reason, you have the right to obtain from your lawyer a copy of only those documents contained in the court file or discovery that formerly was placed in the court file, provided you pay your lawyer in advance for all reasonable costs of copying. Additionally, copies of all depositions, appraisals, and other reports of experts will be provided to you as soon as you pay your lawyer whatever costs have been advanced or incurred in obtaining such depositions, appraisals, and other reports of experts, including the reasonable cost of duplication.

If you agree to a promissory note or lien on real or personal property as security for legal fees and costs, the retainer and/or security agreement must state in writing the circumstances under which such lien may be enforced. In no event may your lawyer foreclose an interest in homestead property while either you or your spouse is a titleholder and resides there on a full-time basis with one or more of your or your spouse's minor children or other dependents, unless the property is already in foreclosure.

Your lawyer must exert his or her best efforts on your behalf but can guarantee no particular results.

Your lawyer should inform you of the method of alternative dispute resolution including settlement negotiations, mediation, and arbitration.

You should report any unethical conduct to The Florida Bar.

The retainer agreement should set forth how any fee dispute will be resolved, such as mediation, court adjudication (with or without jury), or arbitration.

You must be honest with your lawyer in all communications. You must also provide all relevant and necessary information.

You and your lawyer shall not commence a sexual relationship with each other during the period of legal representation.

Receipt Acknowledged:

Lawyer's Signature _____

Client's Signature _____

Date _____