



16 W. Martin Street  
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(919) 443-0911

**REPRESENTATION AGREEMENT  
FLAT FEE**

This document (hereinafter "Agreement") is the written fee contract between the Dozier Law Firm, PLLC, located at 16 W. Martin Street, Suite 305, Raleigh, NC 27601, (hereinafter "Attorney") who will provide legal services to you (Name) \_\_\_\_\_ (hereinafter "Client"), whose mailing address is \_\_\_\_\_ by the terms set forth below for the following matter in the \_\_\_\_\_ Court of \_\_\_\_\_ County:

CHARGE(S):

Case No.: \_\_\_\_\_

Count 1: \_\_\_\_\_

Count 2: \_\_\_\_\_

**It is agreed upon and understood that if additional services are necessary, other than those listed specifically above, a new contract and fee will be necessary. This fee does not cover legal representation on any criminal charges which may be brought against Client.**

**FLAT FEE:** The Client has retained the Attorney on a flat-fee basis. The Client will pay the Attorney \$ \_\_\_\_\_ as the entire fee for the representation described above in this agreement. This fee is earned on receipt, and will be deposited into the Attorney's business account rather than a client trust account. The Client hereby specifically agrees that the Attorney may do so. Responsibility to provide legal services will be accepted and work will begin when Attorney receives \$ \_\_\_\_\_. This flat fee is entire payment for the specified legal work to be performed by Attorney regardless of the amount of time that it takes Attorney to perform the legal work.

**COSTS:** Client will be responsible and agrees to pay for all out-of-pocket costs for court costs/fines, treatment costs, community services fees/costs, DMV costs/fees, subpoena fees and process server fees.

**TERMINATION OF REPRESENTATION:** Either party may terminate the representation at any time, subject to obligations under the Rules of Professional Conduct and the approval of the Court. In the event Client fails to pay Attorney's fees and/or costs and disbursements pursuant to the agreement, Attorney may withdraw as counsel upon timely notice, subject to approval of the Court. In the event representation is terminated, Client agrees that Attorney is entitled to compensation at the rate of **\$350.00 per hour** for the actual work done and time and expenses incurred.

**POST-REPRESENTATION MATTERS:** Unless previously terminated, Attorney's representation will terminate upon completion of the legal services described in this agreement subject to Attorney's obligations under the Rules of Professional Conduct, and the approval of the Court. Client understands that the Attorney has no continuing obligation to represent you unless you retain us to provide additional advice and services.

**APPEAL:** This agreement does not cover or apply to the filing of, prosecution of, or defense of an appeal, in which case a new representation and fee agreement must be executed.

**REFUND:** If Client terminates the representation before Attorney has provided all legal services described in this agreement, Client may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination. In the event Client decides to terminate the representation, Client agrees that Attorney is entitled to compensation at the rate of **\$350.00 per hour** for the actual work done and time and expenses incurred.

**CLIENT'S RESPONSIBILITIES:** Attorney cannot effectively represent Client without Client's cooperation and assistance. Client agrees to cooperate fully with Attorney and to provide promptly all information known or available to you that is relevant to the Attorney's representation. Client's obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

**SETTLEMENT/PLEA:** Attorney will not enter into a settlement/plea without Client's consent.

**DOCUMENT RETENTION:** At the end of Attorney's representation, we will maintain your file in accordance with the North Carolina Rules of Professional Conduct for seven (7) years. It is our policy to destroy files seven (7) years after the termination of representation. If Client should desire a copy of the file, or part of it, after the

conclusion of this matter, it will be Client's responsibility to make a specific written request for those documents within that seven (7) year period.

**ARBITRATION OF FEE DISPUTE:** If a dispute arises between Client and Attorney regarding fees, the parties agree to resolve that dispute through North Carolina State Bar's Fee Dispute Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Attorney-Client Assistance Program at (919) 828-4620.

**NO ADVICE REGARDING THIS FEE AGREEMENT:** Attorney is not acting as your counsel with respect to this agreement. If Client wishes to be advised on whether you should enter into this agreement, Attorney recommends you consult with independent counsel of your choice. By signing this agreement, Client agrees that you have had an opportunity to discuss this agreement with Attorney, understands the agreement and have had an opportunity to ask questions and have received an explanation for any questions the Client has had.

**NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER.**

**DATED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Client's Signature

Approved and accepted:  
Dozier Law Firm, P.L.L.C.

BY: \_\_\_\_\_  
Chris G. B. Dozier, Attorney