



Date: \_\_\_\_\_

Client: \_\_\_\_\_

Via Hand Delivery

RE:

**ENGAGEMENT LETTER**

Dear \_\_\_\_\_:

1. **REPRESENTATION:** This document confirms our representation of you in your domestic law case. Our legal representation will relate to all issues that usually arise in cases like yours. If your case is a divorce, that would include issues such as child support, distribution of property, legal fees, visitation, custody, maintenance, and drafting documents through the entry of a Judgment. Our representation does **not** automatically include any post Judgment enforcement actions or appeals. If an appeal is necessary, we will refer you to another attorney.
2. **LEGAL FEES:**
  - (A) **ADVANCE FEE DEPOSIT:** Our fee for legal services is **\$225.00** per hour and we require an advance deposit of \$\_\_\_\_\_ toward these fees. This fee deposit, and any additional fee deposits, will be held in our trust account. It will be billed against at the applicable hourly rate. If, as, and when the initial cost deposit is expended, you have agreed to pay additional legal fees for further legal services. Any portion of the advance fee deposit or any money deposited into our trust account on your behalf that remains at the end of your case, will be refunded to you. Legal fees will be billed for the following: client conferences, e-mails, telephone calls, legal research, court appearances, discovery, drafting documents, reviewing documents, letters, file review, document copies, trial, settlement negotiations, and travel time. The hourly rate includes fax and long distance charges, most office copying charges, postage, and mileage costs. All charges are based on tenths of an hour, with the minimum charge for each contact being .2, which is

\$45.00. Any out-of-pocket costs incurred by our office on behalf of you or your case will be billed to you, including but not limited to charges for copies and faxes from the court. You understand that the advance fee deposit is not an estimate of total fees and costs, but merely an advance for security.

- (B) **PAYMENT METHODS:** We welcome payment of your account by cash, check or credit card. If you choose to pay with a credit card you will be charged the credit card company fee of up to 3.5%. Please feel free to ask what the fee is at the time of your payment.
- (C) **YOUR FINANCIAL RESPONSIBILITIES:** We keep time records of our services rendered for you and provide you with monthly invoices which you agree to pay within 10 days of receipt. If you fail to pay our bill within 10 days of receipt, we reserve the right to seek and obtain security for outstanding indebtedness and/or to terminate our professional relationship. If our professional relationship ends, it is agreed that we will have a lien on any amounts recovered by settlement or adjudication of your case in the amount owed to us. This does not foreclose us from exercising our rights to collect our fee. In addition, you are responsible for keeping your advance fee deposit amount above \$500.00 at all times. If you allow the amount held in our escrow account to fall below zero at any time, we reserve the right to suspend our services until said amount is brought current. If you have an outstanding balance for more than 30 days you hereby consent to the undersigned attorney withdrawing as your counsel. Should you receive any cash property settlements or refunds of court costs as part of your case, you agree to have these monies deposited into our trust account and you give us the authority to pay any balance due us out of these monies before transferring the balance to you, unless otherwise agreed prior to the receipt of these monies;
- (D) **REIMBURSEMENT:** We will seek to obtain your legal fees and other “out-of-pocket” expenses from the other party by settlement or by court order, if it is appropriate. However, you will at all times remain obligated to pay for our services rendered and we will look to you and not the other party to pay legal fees incurred. You will also remain obligated to pay all of the additional costs incurred on your behalf.
- (E) **ADVANCE DEPOSIT FOR TRIAL:** If we determine that your case is going to trial, you must make an advance deposit to cover trial preparation and actual trial costs. This advance deposit will not be less than \$2,500.00.
- (F) **DELINQUENT ACCOUNT:** Any account that is at least 30 days past due will be subject to interest charges at 9% per annum. Said accounts may also be subject to reporting to credit agencies.

3. **FILING FEE/COURT COSTS:** The filing fee, determined and charged by the court, for your case is \$\_\_\_\_\_. It must be paid at the time of the initial filing of your case. Generally this amount covers all court costs, also determined and charged by the court. Court costs are not included in our hourly rate. You are responsible for all court filing fees, fees for records, necessary process server costs, and court costs taxed against you.
4. **CASE EXPENSES AND EXPERTS:** It may be necessary to retain the services of expert witnesses such as accountants, property appraisers, business appraisers, real estate appraisers, counselors, document researchers, investigators, etc. If we believe the services of such professionals are necessary, we will advise you in advance and make a recommendation for your consideration. However, you have the final decision regarding retention of such professionals. All professional fees, court reporter deposition fees, and other outside expenses must be paid by you **in advance.**
  - (A) **Guardian ad Litem:** In some domestic cases a Guardian ad Litem (GAL) is required to represent the minor child(ren). If that situation presents itself in your case, you may be required to pay part or all of the GAL's legal fees. You hereby authorize me to post an advance GAL deposit from your escrow account in an amount not to exceed \$750.00. This authorization eliminates the necessity of going to court on the GAL's request for a deposit.
  - (B) **Mediation:** In some circuits there are local court rules that require mediation in domestic cases. If your case is filed in one of those circuits, you will be required to pay at least one-half of the mediation cost. This expense is not included in your retainer fee or filing fee.
  - (C) **Discovery:** It may be necessary to conduct depositions or written discovery in order to gather sufficient information to settle your case or prepare it for trial. In that event, you will be billed at our normal hourly rate for preparing, reviewing, and concluding all discovery. If depositions are given or taken, you will be responsible for payment of your legal fees, and may be responsible for court reporter's fees and transcription costs, which are not included in your advance deposit.
  - (D) **Parent Education Class:** Your case may be one that requires both parties to attend a Parent Education Class. If you are the Petitioner in the case your fee for this class is included in your filing fee. If you are the Respondent in the case you must pay your fee for this class at the time you register for the class.
  - (E) **Other Expenses:** The court has the authority to order parties to participate in activities that may cost you additional money such as counseling, psychological evaluations, supervised visitation, paying part or all of the opposing party's legal fees. You will be responsible for these fees and charges. They will not be paid from your trust account.

5. **CASE RESULT:** We will do our best to assist you at each stage of your case in deciding upon a particular course of action and, based on our experience, to evaluate and weigh the case strategy against the likely outcome and risk. However, **there are no guarantees in any litigation procedure and we cannot and do not guarantee any particular result or outcome.** We will exert our best professional efforts on your behalf in a manner that is consistent with sound legal ethics.
6. **STAFF:** Please understand that while your attorney will be responsible for your case, this office, like a doctor's office, utilizes a "team" approach as it is often advantageous for your representation that someone else in the firm assists with matters directly related to this case. In order to efficiently operate and provide the maximum service to you, this office utilizes paralegals, legal assistants, and law clerks who will also work on your case.
7. **KEEPING EACH OTHER INFORMED:** Please keep this office fully informed of all developments in your case and do not agree to anything until you have discussed it with us first. Likewise, we will not agree to any settlement agreements until we have your approval. Also, please keep this office informed of any change of employment, and address or telephone number changes that might occur, as it is very important that we are able to be in contact with you at all times.
8. **GENERAL QUESTIONS:** Many people ask what a divorce will cost. At best, we can give you only the range of what fees are likely to be. We cannot predict with certainty the final cost of any case because case is different. Costs and legal fees are a function of the complexity of the case, the combativeness of the other side, and the extent to which you wish to litigate the issues the opposing party will not agree upon. Any estimate that we give you as to the final costs and fees are merely approximations that may prove to be high or low depending on the developments that occur in your case.  
We welcome all of your questions.
9. **CONFIDENTIAL COMMUNICATIONS:** Missouri law says that any communication between this office and you is absolutely confidential and can be disclosed to no one without your approval. We strictly abide by the code of legal ethics to preserve any confidences you have placed with this office and will never disclose this without your specific permission. Some information is required to be shared with the opposing party and the court. You will be aware of these requirements in advance.
10. **EMAIL COMMUNICATION BILLING:** Email has become a preferred way of communication in our hi-tech world. In an attempt to keep your legal fees at a minimum, yet communicate as effectively as possible, please consolidate your questions and thoughts thus minimizing the number of emails to be reviewed and responded to by our office. All

email communications will be billed as follows: The first email of the day received by the attorney will be billed at .20 and each subsequent email that day will be billed at .10. For example: If you send five emails in one day you will be billed .60 which represents .20 for the first email and .10 for the each of the next four emails. Emails with support staff requiring attorney consult will be billed in the same manner. Consider an email an alternative to a telephone call which are billed according to the actual length of the call.

11. **SOCIAL MEDIA:** Any communication or postings that you make on Facebook or other social media, texts, and email, may be subject to discovery, therefore, you should be thoughtful about what, if anything, you post or write.
12. **CASE.NET:** Unless your case is determined by the Court to be confidential, all docket entries will be accessible on [www.courts.mo.gov](http://www.courts.mo.gov), commonly known as case.net. The Circuit Clerk's office makes entries into case.net and we promptly receive an email of that entry. You will be notified as quickly as possible of any docket entries.
13. **YOUR ROLE AS OUR CLIENT:** You have chosen to retain the services of a respected, experienced law firm. This shows that you understand the value and importance of having competent legal advice. It is imperative that you follow the legal advice that we give you throughout the course of your case. We are always glad to explain the reasoning behind our decisions and recommendations. You don't always have to agree with our advice. However, if you insist upon a course of action which we have a fundamental disagreement with or consider repugnant, which is criminal or fraudulent, or which renders our continued representation unreasonably difficult, we may withdraw from representing you. You agree to always tell us the whole truth, cooperate in the preparation and trial of your case, appear on reasonable notice for court and depositions, pay your bills on time, and to comply with all reasonable requests made of you in connection with the preparation and presentation of this matter. We have the right to withdraw at our discretion if you have misrepresented something or failed to disclose material facts to us, fail to follow our advice, or for any other reason. Likewise, you may discharge us at any time for any reason. You will be responsible for any fee and costs incurred prior to our withdrawal or discharge, including time expended to turn over the file and other information to you or substitute counsel.
14. **CONCLUSION OF YOUR CASE:** When your case is completed and the Judgment is rendered, all documents are signed and delivered, and all fees and bills are paid, we will return your file to you or give you the opportunity to have it destroyed. If you don't want your file or don't authorize us to destroy it, we will maintain your file pursuant to the

rules of the Missouri Bar.

15. **IN THE EVENT** of my unexpected death, disability, impairment, or incapacity, I want to protect your interests and insure that you receive excellent legal services. In order to accomplish this, I have arranged with another lawyer to assist with closing my practice. In such event, my office staff or the Successor Lawyer will contact you and provide you with information about what options are available to you and recommend how you should proceed. You agree that the Successor Lawyer can review your file to protect your interests and you agree to cooperate with my staff and the Successor Lawyer in the closure of my practice.
16. **OUR AGREEMENT:** This letter constitutes the entire agreement between this office and yourself and no other agreements or understandings have been made. This agreement cannot be changed, amended, or modified except in writing signed by you and your attorney.

**Thank you very much for allowing this office to serve you.**

BY: \_\_\_\_\_  
Janet M. Bezler, Attorney

\_\_\_ By placing an "X" on the foregoing line I authorize my attorney and any employee of Bezler Law Firm to communicate with me via email. I acknowledge that I have been advised of the possible ramifications of communicating by email. My email address is: \_\_\_\_\_

\_\_\_ By placing an "X" on the foregoing line I authorize my attorney and her staff to forward my monthly invoice by email to the email address above. I understand I will not receive an invoice in the mail.

**I have read and understand the above Engagement Letter, approve same and hereby authorize Bezler Law Firm to proceed with my representation in this matter, and acknowledge receipt of a true copy of this agreement.**

\_\_\_\_\_  
CLIENT  
Dated: \_\_\_\_\_