

FLAT FEE AGREEMENT

SCOPE: This is an agreement for legal services entered into between PHAN AND ASSOCIATES PC dba DIVORCE TYME (“Attorney”) and _____ (“Client”). Attorney agrees to represent Client in an uncontested joint divorce proceeding and handle all matters from the beginning to end, including initial consultations, the drafting of pleadings, e-filing and no more than one hearing.

FLAT FEE: Client has retained Attorney on a flat fee basis. Client will pay Attorney \$_____ as the entire fee for the representation described in this agreement. This fee is earned-on-receipt, and will not be deposited into Attorney’s client trust account.

COSTS AND EXPENSES: The costs and expenses shall be allocated in the following manner:

COPE course	A or C	Postage	A or C
Notary	A or C	Copy Fees	A or C
Efiling Fees	A or C		

TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:

Either party may terminate the representation at any time. Unless previously terminated, Attorney’s representation will terminate upon completion of the legal services described in this agreement. Client understands Attorney has no continuing obligation to represent Client unless Client retains Attorney to provide additional advice or services.

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. There shall be no refund once all pleadings have been drafted.

CLIENT’S RESPONSIBILITIES: Client shall cooperate fully with Attorney and to promptly provide all information known or available that is relevant to our representation. Client’s obligations include timely providing requested information and documents, cooperating in scheduling and related matters, and responding timely to telephone calls and correspondence.

DOCUMENT RETENTION: At the end of the representation, Attorney will hold Client’s file for five years, after which it shall be destroyed.

ARBITRATION OF FEE DISPUTES: If a dispute arises between you and us regarding our fees, the parties agree to resolve that dispute through the State Bar’s Fee Arbitration Program.

NO ADVICE REGARDING THIS FEE AGREEMENT: Attorney is not acting as Client’s counsel with respect to this agreement. If Client wish to be advised on whether Client should enter into this agreement, Attorney recommends Client consult with independent counsel of Client’s choice.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER. SAME DAY DIVORCES ARE NOT GUARANTEED.

Dated this _____ day of _____ 2025.

Dated this _____ day of _____ 2025.

Client

Ngoc Phan, Esq., agent for Phan & Assoc.