

ENGAGEMENT LETTER ----FLAT FEE AGREEMENT AND NOTICE OF ADVANCED PAYMENT OF FEES PURSUANT TO SCR 20:1.15 (B)(4M) AND WARNING OF ELECTRONIC COMMUNICATION

(GDV: 01292014)

With your advance payment of fees pursuant to SCR 20:1.15(b)(4m), **The Romero Law Office, LLC** by Attorney Ernesto Romero hereby delivers the following notice to you in writing:

1. **The ROMERO LAW OFFICE, LLC** (hereinafter "Attorney"), is engaged to represent me (hereinafter "Client"), in a case. Client agrees to pay a flat fee in the amount of the advanced payment in your case of:
 \$300.00 for a one-time limited representation restricted to a face-to-face consultation / meeting only.
 \$600.00 for a limited representation restricted to forms data-processing fee.
 \$1,000 court processing fee and/or legal research.
 court representation \$10,000 \$20,000 \$30,000 Other \$_____ for services outlined in section #2. [For extended cases the first payment shall be _____ \$10,000.00 and the second payment shall be \$ _____, \$10,000.00 paid within 60 days of the first payment by monthly installments of \$_____/ by the 1st of each month commencing _____.] Payments may be made by cash, money order, certified check or personal check payable to ROMERO LAW OFFICE, LLC. If the payments are not made on time, Attorney, at his discretion, has the right to withdraw from representation and any fees advanced shall be non-refundable.

2. There shall be no court cost advances in this case. This flat fee denotes a fixed amount paid to Attorney Ernesto Romero for a specific, agreed-upon stage of representation as stated above or in counseling and drafting of legal pleadings regardless of the time required of the lawyer to perform and to reach the agreed-upon stage in representation. Attorney Romero is solely responsible for the payment of court filing fees unless this matter is pro se assistance only. Attorney and Client further agree that Attorney Romero is retained to perform the following legal service in connection with this matter as follows: As stated above or as follows: The basis of Attorney Romero's flat fee earnings is that he will: Prosecute a _____ non-contested contested divorce annulment legal separation paternity child custody litigation case with forms and orders and terms for a period of [x] four months other _____. He will appear for court hearings and prepare all customary documents for said litigation. No discovery. It is anticipated that the case should be finished in the allotted time as it is anticipated that the the litigant will be stipulating to the proposals given. The legal services will end as stated above or with the entry of the order defined as the judge's or court commissioner's signature on the order. Any post-order work will be at an additional expense billed at \$3,500/mo. with a two-month minimum in advance. Attorney Romero always advises that all discovery options should be explored and as such client agrees to explore all discovery options and agrees to pay an additional: \$_____.

IMPORTANT NOTE: If the pending case continues to be contested and where it lasts more than the anticipated allotted time of four (4) months or referenced above, Atty. Ernesto Romero, at his discretion, will meet and renew another contract with the Client for additional services or will file for a court discharge withdrawing from representation. If the case lasts more than the anticipated allotted time and it is caused by protracted stipulations being proposed or with contested issues still being litigated, the monthly attorney fee to assist in the stipulation and/or continued litigation shall be \$2,500 per month and shall be paid by the first of each month. If a motion for discharge is filed, the client shall be given the opportunity to sign a stipulation for discharge of Attorney Romero's representation thus waiving the additional \$500.00 charge that he/she would normally incur for failure to sign the discharge stipulation.

3. The client will be responsible for any legal experts retained, tax accountants, insurance agent assessments, general experts, financial advisors, appraisers, transcripts producers/reporters, social services fees, guardian ad litem fees, child custody reports, valuation reports or psychological reports needed in the prosecution of said case or ordered by the judicial officer assigned to the case. Said costs shall always be separate and shall not be given to Attorney Romero but paid directly to the service provider. If costs are paid by Attorney Romero's law firm, then the Client shall reimburse Attorney Romero immediately upon receipt of the invoice. The Client has been strongly

advised and acknowledges that before settling and negotiating this matter or litigating this matter, competent tax, pension, life and disability insurance, lucrative social security retirement benefits, and financial advice shall be secured by the client in writing, given to Atty. Romero by certified mail, and written appraisals secured for all property immediately and all discovery should be exhausted as advised by Attorney Romero. Client further acknowledges that pending this case, discovery requests by the adverse party may be made so prudent use of money and use of social media must be exercised. Attorney Romero hereby advised the Client not to communicate with anyone about this case unless authorized in writing by Attorney Romero.

4. The client hereby acknowledges that Attorney Romero has the obligation and will refund any unearned advanced fee along with an accounting at the termination of the representation if he does not do the specific work as outlined in section #2.

5. Attorney Romero will submit any dispute about a requested refund of advanced fees to binding arbitration within 30 days of receiving a written request for such a refund. Said 30 days will commence after the final accounting notice or closing letter is sent out. Client is not required to agree to binding arbitration and may elect any other legal means to settle the dispute. Said costs of the arbitration shall be paid for by the parties at the arbitration.

6. Attorney Romero's client shall have the ability to file a claim with the Wisconsin lawyers fund client protection if Attorney Romero fails to provide a refund of unearned advanced fees. Client agrees to google Wisconsin Lawyer's Fund for Client Protection care of the State Bar of Wisconsin.

7. Attorney Romero knows that email, telephone, US mail, and fax communication are NOT SECURE. This is why it will be the Client's responsibility to protect themselves as much as possible. Attorney Romero recommends meeting privately and have face-to-face for all communications without anyone else and without any relatives, friends, or children. All attorney consultation meetings will be between Client and Attorney Romero. Client recognizes that any breach of confidentiality is very possible given the Information Age. I hereby authorize the Romero Law Office, LLC to communicate with me or others authorized by me, regarding my confidential legal matters via e-mail or electronically. I understand that almost all types of communications could be intercepted and/or read by others. Client agrees to accept risk and agree to hold the Romero Law Office, LLC harmless of any and all damages that might result from such communications intercepted or read by others. If you object to our using any form of communication, please let the attorney know immediately in writing so that we will attempt to honor that request.

8. Client hereby agrees to accept all legal paperwork at the end of the case if Attorney Romero, at his discretion, releases the legal file to Client. All original court materials shall remain in the courthouse in hard copy or in digital format. Attorney Romero will keep only electronic materials, scanned documents, and everything else belonging to me and my file, I agree to accept back should Attorney Romero, at his discretion, releases. It is the client's responsibility to keep legal documents he or she has in client's possession confidential and agrees to maintain copies of any and all legal documents.

9. I understand that from time to time during and after my case, Attorney Romero may speak with other individuals about the facts of my case solely for consultation purposes (without names being released or privacy compromised) and I agree with those consultations and that disclosure of information.

10. That fee upon payment, becomes the property of Attorney Romero regardless of whether the parties reconcile or the case takes significantly less time to resolve. It will not be deposited in the firm's trust account but in the firm's business account and Client hereby specifically agrees that Attorney may do so. As an advance fee and not a billable hour fee, I recognize that the fee becomes the property of the Romero Law Office, LLC and it may be spent and/or shared with any other individual at his discretion, i.e. as a gift for the referral or for advertising expenses. Attorney Romero will only do this if you accept these terms.

11. The client hereby fully acknowledges that Attorney Romero concentrates in the area of family law and is not a financial tax expert, nor insurance expert, nor bankruptcy expert nor real estate expert nor social security benefits expert nor intellectual property rights expert. For example be sure to determine if any basis exists from after-tax contributions made to an IRA by consulting with your tax adviser. He does not know business law nor employment law nor probate and estate law nor financial retirement account valuation law and procedure. He is not an actuary.

It will be the client's responsibility to seek competent advice in all these relevant areas and other areas that may not have been considered that may affect you immediately after signing this agreement as to all continuing aspects and ramifications of past, current, and future agreements / litigation / property interests and this contract recognizes this complete understanding on the client's part. Even if you believe you have a substantial negative net worth, you are still strongly advised to seek financial advice. Now. Get it in writing. It will be the client's responsibility to weigh this advice in all litigation and follow through with prudent action immediately especially, but not limited to, pension QUADROS and social security benefits with appropriate experts, etc. By your signature you also evidence the fact that Attorney Romero insisted that you Google and study 'top divorce tips' and that you read cover to cover the following books: Brette McWhorter Sember's book titled, **THE COMPLETE DIVORCE HANDBOOK** and Emily Daskow's book titled, **Nolo's Essential Guide to Divorce** cover to cover immediately during your free time. In addition, any and all quitclaim deeds or filings of any divorce judgment that affects real estate with the register of deeds shall be done by the Client at his/her expense through another competent real estate attorney and/or real estate closing service because you agree that Attorney Romero will not need to do this additional real estate work unless you pay an advance retainer fee of \$1,200 for each property 60 days prior to the entry of your decree. Attorney Romero does not give out any advice regarding QUADROS or taxes or insurance or any other topic that is not his area of concentration as explained in this agreement.

12. Any electronic documents used during representation will be: (a) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (b) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (c) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administration of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

I, HEREBY, ACCEPT THE ABOVE-REFERENCED NOTICE OUTLINING THE FEES AND ALL TERMS AND ADMONITIONS REGARDING ELECTRONIC COMMUNICATION AND THE TERMS OF HIRING ATTORNEY ERNESTO ROMERO, ROMERO LAW OFFICE, LLC. I HAVE READ AND ACCEPT **ALL** THE ABOVE TERMS AND THE ONLINE TERMS OF SERVICE THAT ATTORNEY ROMERO HAS ON HIS WEBSITE'S MAIN ENTRY PAGE. I UNDERSTAND THIS AGREEMENT AND HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND HAVE RECEIVED AN EXPLANATION FOR ANY QUESTIONS THAT I MAY HAVE.

Dated: _____

X _____
Prospective Client I UNDERSTAND READ ENGLISH.

X _____
Romero Law Office, LLC, Atty. Ernesto Romero, Bar ID 01011820