

# **Barbara Ann Bartlett**

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## **COLLABORATIVE FEE AGREEMENT**

1. **Agreement:** You and I are entering into an Agreement where I will represent you in the collaborative dissolution of your marriage. This Agreement does include the requirement that I withdraw from your case if no settlement is reached.

2. **Your Choice of Collaborative Process:** You and I have discussed the different options that are available to you in order to resolve your case. The one most known is litigation. You are aware that that is where a judge decides the case for you. There are also choices in the litigation which involve mediation or arbitration. Both of these latter two processes may be utilized in the collaborative process as well. I have also explained that the collaborative process is where you promise not to go into litigation and agree to allow me to guide you through a resolution process. You have decided to use the collaborative process.

3. **No Litigation:** You have agreed to commit to a consensus building process in order to resolve the dissolution of your marriage without litigation. That means that you will not threaten to “take it to court” before you come to an agreement. If you and your spouse work the collaborative process, but are unable to come to a resolution, you understand that I will no longer represent you. Your spouse’s attorney will no longer represent him/her. You will be required to hire new counsel to litigate your case. There will be no refund of the fees that you have paid me, and you will be required to finish paying whatever fees you have incurred in this process. I will not represent you in contested litigation against your spouse now, or in the future. When you come to an agreement in the collaborative process, I will, however, be the attorney of record for you for filing all documents and orders that are agreed to by both you and your spouse.

4. **When Commitment Begins:** The official commitment begins once you and I, and your spouse and his/her attorney, have all signed the Collaborative Participation Agreement. Until that time, you and I may agree to convert your case to a litigation case.

5. **Disclosure:** You agree to make a full disclosure of all nature, extent, and value of your income, assets, and liabilities. You understand that if I find that you are not making a full disclosure, I will immediately stop the collaborative process and withdraw as your counsel. This may be a signal to the other counsel that you have indeed failed to disclose something.

6. **Termination of representation:** My representation also will terminate by the decision by either party to go to litigation, whether or not the decision is yours. Other reasons for termination are set forth in the Collaborative Participation Agreement, including a choice by you to not disclose certain information relevant to the process.

~~Attorney~~

~~Mediator~~

~~Collaborator~~

7. **The Process:** The collaborative process will involve engaging in informal discussions and conferences for the purposes of settling all issues between you and your spouse. You agree to deal with your spouse honestly and with mutual respect for one another. You understand that the process will not work without your work and cooperation throughout the process.

8. **The Coach:** You have agreed to hire a collaboratively trained coach as a part of this process. The extent of the use of the coach will be determined by you and me as the process moves forward. You will need to have an initial meeting with the coach prior to the first 4-way meeting with the attorneys and your spouse. There may be occasions where the coaches will attend the 4-way meeting to give us additional assistance.

9. **Retainer Fee:** You will pay me a \$2,500 retainer. I will hold this money in trust to be returned to you at the end of the case. I will bill you on the last day of each month. You agree to pay the balance in full by the end of the following month. In other words, you have approximately thirty days to make sure that you pay your fees in full. Your payment needs to be in my office, not in the mail, by the last day of the month. The retainer may be used by me at any time if you do not pay as required. Please realize that I will need to withdraw from your case if you do not make the payments as required. If you do not make the payment, the Oklahoma law also grants me a lien against your portion of the marital property. The balance of the retainer, if any, will be returned to you when the representation is over.

10. **Interest on Retainer:** Pursuant to the laws of Oklahoma, I cannot collect interest on the retainer. The interest from Attorney's Trust account goes directly to the Oklahoma Bar Association to help with their programs for people who can not afford attorneys, or who have been injured by attorneys.

11. **Fees:** You agree to pay \$285 per hour to me for my work. I will bill in tenths of an hour rounding off to the nearest tenth minute for each activity I perform. I will notify you 30 days in advance if my hourly rate changes. My legal assistant has a rate of \$125 per hour for her assistance. Fees incurred will be billed to you regardless of whether you decide to complete the collaborative dissolution of your marriage.

12. **Interest on Billing:** If you are late in making the required payments or fees owed, interest will continue to accrue on unpaid balance. You agree to pay the financing charge on all accounts past due for thirty (30) days at a rate of eighteen percent (18%) per annum. To avoid this financing charge, you must pay all charges in the month following the invoice date.

By: \_\_\_\_\_  
Barbara Ann Bartlett

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

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

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

~~Attorney~~

~~Mediator~~

~~Collaborator~~