

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

You are being provided with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between us as attorney and client, please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask me. I should be readily available to represent your best interests and keep you informed about your case.

As an attorney, I may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have me clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

I may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

I may not request a non-refundable retainer fee. This means that should you discharge me of my services, or should I withdraw from the case, before the retainer is used up, I am entitled to be paid commensurate with the work performed on your case and any expenses, but I must return the balance of the retainer to you. However, I may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how I will ask you to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after I have had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by my office, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with me, and to provide me with all relevant information and documentation to enable me to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

My written retainer agreement must specify under what circumstances I might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give me a "charging lien," which entitles me to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. My written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by me without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have my best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with me for an escrow deposit in your case, I must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, and may request that one or more interest-bearing bank accounts be used. You also are entitled to a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, I must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. I will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged this day of , 2010

MICHAEL S. FAUCI, ESQ.