

# STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

## STATEMENT OF CLIENT'S RIGHTS

Your attorney is providing you with this document to inform you what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully. If you ever have any questions about these rights, or about the way your case is being handled, ask your attorney.

1. You are entitled to an attorney who will be capable of handling your case competently and diligently in accordance with the highest standards in the profession; show you courtesy and consideration at all time; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.

2. He or she should be readily available to represent you and keep you informed about 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 are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter. You have the right to be present in court at the time that conferences are held.

3. You are entitled to have your legitimate objectives respected by your attorney including whether or not to settle your matter (which may require court approval). 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. You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

4. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).

5. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract. You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case and what you will be charged for the services of each.

6. You are entitled to a written retainer agreement which sets 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 your attorney clarify any of its terms. You may

refuse to enter into any fee agreement that you find unsatisfactory. Your attorney's written retainer agreement must specify under the circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered out of the proceeds of the final order or judgment. Your attorney 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.

7. Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney 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.

8. You are entitled to receive a written itemized bill on a regular basis, at least every sixty (60) days. You are expected to review the itemized bill sent by counsel, 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.

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

10. 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. Your attorney's written retainer agreement must specify either, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

11. If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

12. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

**STATEMENT OF CLIENT'S RESPONSIBILITIES**

- 1) The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
- 2) The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client. You are expected to be truthful in all discussions with your attorney, and provide all relevant information and documentation to enable him or her to competently prepare your case.
- 3) The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
- 4) All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
- 5) A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
- 6) Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
- 7) The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
- 8) The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
- 9) The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
- 10) A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

Receipt Acknowledged:

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CLIENT

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Law Office of Alayne Katz,  
BY: ALAYNE KATZ, Esq.

Dated: \_\_\_\_\_, \_\_\_\_\_  
Irvington, New York