

DISCLOSURE STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Dibble & Miller, P.C.

The Law Firm of Dibble & Miller, P. C. ("Firm") is providing you 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, please read this document carefully.

If you have any questions about your rights, or about the way your case will be handled, do not hesitate to ask your attorney. He or she is readily available to represent your best interests and keep you informed about your case.

There are two sources of published client's rights promulgated by the New York Courts. The first source, which applies to all clients, is located in the *New York Rules of Court, Supreme Court, Appellate Division, All Departments, Part 1210, Statement of Client's Rights*. These client's rights are set forth in PART I, below.

The second source of client's rights is located in the *New York Rules of Court, Supreme Court, Appellate Division, All Departments, Part 1400, Procedure for Attorneys in Domestic Relations Matters*. The client's rights are contained in subpart *Part 1400.2, Statement of Client's Rights and Responsibility*. These client rights, as promulgated by the Court, are required to be given by attorneys to clients only in matrimonial cases. However, the Firm believe that these client's rights should be made available to all clients, and, as a result, re-wrote the rules to include all clients, not just clients involved in matrimonial cases. These client's rights are set forth in PART II, below.

Even though some of the rights in PART I and in PART II below are duplications, a complete set of each of the rights has been reproduced for the convenience of the Client.

PART I--STATEMENT OF CLIENT'S RIGHTS

(Applies to all Clients)

1. *You are entitled* to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.

2. *You are entitled* to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. 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).

Disclosure Statement of Client's Rights and Responsibilities . . .

3. *You are entitled* to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. *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 request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.

5. *You are entitled* to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.

6. *You are entitled* to be kept informed as to the status of your matter and to request and receive copies of papers. *You are entitled* to sufficient information to allow you to participate meaningfully in the development of your matter.

7. *You are entitled* to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).

8. *You have the right* to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.

9. *You are entitled* to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.

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

PART II--STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

(As promulgated by the Court applies only to domestic relations matters, but as rewritten by the Firm are offered to all Clients)

Your attorney is providing you 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 you and your attorney, please read this document carefully.

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

An attorney 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.

Disclosure Statement of Client's Rights and Responsibilities . . .

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 your attorney 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.

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 in a matrimonial case.

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.

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 you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has 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 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.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her 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.

Disclosure Statement of Client's Rights and Responsibilities . . .

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.

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

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

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, 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, the attorney 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. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt of this Document is hereby Acknowledged:

DATED: _____

Print or Type Client's Name

X

Client's Signature

Print or Type Attorney's Name

Attorney's Signature