**ATTORNEY/CLIENT AGREEMENT**

This Attorney/Client Agreement (“Agreement”) is made and entered into by **JOSHUA GRAY(“**Client"), andthe law firm of **JENNINGS & MEDURA, LLC** ("Firm"), in Salt Lake City, Utah, on this 7th day of February, 2020.

1. In consideration of services rendered by the Firm, the Client hereby retains the Firm to provide legal representation to the Client in the **DIVORCE DECREE ENFORCEENT**action. It is acknowledged that this Agreement shall become effective upon execution of this Agreement and payment of the retainer fee set forth below.  It is understood that the Firm does not represent the Client until the retainer as set forth below has been paid in full. There shall be no change in the terms of this Agreement except in writing and signed by all parties to this Agreement.

2. The Client empowers the Firm to take all steps in the above-referenced matter deemed by the Firm to be advisable, namely:

a. To initiate appropriate legal proceedings and to prosecute and/or defend any and all claims, up to and including trial if necessary;

b. To negotiate and effect a settlement, subject to the approval of the Client;

c. To conduct all necessary research, provide necessary advice, prepare necessary documents;

d. To take all other appropriate steps to serve the best interests of the Client; and

e. To advance costs on the Client's behalf for expenses incurred in representation of Client, as set forth in Section 6 below.

3. ~~The Client agrees to pay, for the Firm’s services, the sum of~~ **~~$0.00~~** ~~as a retainer fee for the above-referenced matter.  The retainer shall be credited against the overall fee, and all costs and services of the Firm set forth herein shall be first charged against the retainer. Upon depletion of the retainer, the Client agrees to deposit an additional retainer in the same amount as the original retainer set forth above or other amount agreed to by the Client and the Firm. At no time shall the Client allow the retainer to be reduced below $1,000.00 and continuation of legal representation pursuant to this Agreement is conditioned upon the Client maintaining at all times at least a $1,000.00 retainer balance. If the Client’s retainer falls below $1,000.00, the Firm shall stop all work and withdraw from representation of the Client under this Agreement. A one-time administrative fee of $300.00 will be charged at the outset of your case. We do not charge clients individually for general office supplies, credit card fees, legal research, court subscription fees etc. which can be substantial. This fee covers these costs.~~

4. The Client and the Firm understand that the person or entity listed above as “Third Party” agrees to be responsible to pay legal fees to the Firm on the Client’s behalf. The Client consents to payments by the Third Party. The Third Party understands that his or her role in limited to the payment of fees and such payment does not create an attorney-client relationship between the Firm and the Third Party. The Third Party cannot make decisions for the Client or instruct the Firm or any attorney how to handle the case. The Third Party agrees to be bound by all the terms and conditions of this Agreement until all fees are paid notwithstanding any future change in the Third Party’s relationship with the Client. This Agreement cannot be canceled or modified by the Third Party without the consent of the Client and the Firm.

5. The Client expressly authorizes the Firm to withdraw further sums from the Firm’s trust account monthly, immediately upon posting of time to the Client's billing account, as set forth above. All such trust account transfers to the Client's billing account are subject to the Client's right to review the same, pursuant to paragraph 9.

6. The Client agrees to pay the Firm for the services of Cassie J. Medura at the rate of **$325.00** per hour. The Client agrees to pay the Firm for the services of attorney Jarrod Jennings at the rate of **$325.00** per hour. The Client agrees to pay the Firm for the services of attorney Jennifer Falk at the rate of **$325.00** per hour. The Client agrees to pay the Firm for the services of attorney Brian Hart at the rate of **$300.00** per hour. The Client agrees to pay the Firm for the services of an associate attorney at the rate of **$250.00** per hour. The Client agrees to pay the Firm for the services of a paralegal at the rate of **$175.00** per hour. Monthly invoices will reflect all services rendered in the previous month. Payment for services rendered is due within thirty (30) days of receipt of the invoice from the Firm. Invoices not timely paid shall accrue a $50.00 monthly late fee, plus interest at the rate of 16% per annum.

7. Charges for the Firm’s services include, but are not limited to: court appearances, telephone calls, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for and attendance at hearings, trials and conferences, drafting of pleadings, instruments, correspondence and office memoranda and travel.

8. Any out-of-pocket expenses (cost advances) incurred by the Firm in representing the Client's interests, including, but not limited to, filing fees, parking fees, services fees, paralegal fees, long distance telephone charges, travel expenses, copying, postage, cost of depositions and/or transcripts, court reporter fees, witness fees, business meals, costs of investigation and investigators, tests, expert witnesses, and all other costs, shall be reflected on the Client’s monthly invoice and shall be reimbursed to the Firm monthly consistent with the payment terms set forth in paragraph 5 above.

9. All fees or costs billed to the Client shall be paid on or before the 10th day of the month following such billing. Any fees or costs remaining unpaid for sixty (60) days shall be cause for termination of this Agreement by the Firm and commencement of legal proceedings to collect the same. In the event a referral is made to a collection agency the Client will be responsible for all fees associated with the collection process, including, but not limited to, initiation of legal proceedings to collect unpaid fees, all collection agency fees, all legal fees incurred, all interest charges etc.

Upon receipt by the Client of the Firm’s written notice of default under this Agreement, the Client agrees that the Firm may withdraw thereafter, unilaterally, from representation of the Client and may notify the courts and other pertinent parties of such withdrawal.  This right of termination and withdrawal may be exercised at any stage of representation and the Client hereby waives any right to object to allegedly untimely withdrawal by the Firm.

The Client grants to the Firm an attorneys’ lien in accordance with Utah Code Section 38-2-7, upon all proceeds of this matter to secure payment of the attorneys’ fees and costs provided for herein.

10. The Client agrees to read carefully all statements for services rendered by the Firm and to notify the Firm, promptly in writing, of any claimed errors or discrepancies in any billing within fifteen (15) days from the Client's receipt of the statement.  In the event the Client fails to so inform the Firm, it will be presumed that the Client agrees with the correctness, accuracy and fairness of the billing statement.

11. The Firm reserves the right to terminate representation of the Client for any reason deemed appropriate under the Utah Rules of Professional Conduct, including misrepresentation of material facts, failure to disclose material facts, refusal or failure to follow the Firm’s advice or to fully cooperate with the Firm in the preparation of and presentation of the Client's case.

12. Please consider the following as we proceed with your action. Please change passwords on any email accounts that are non-marital to add to your security. Please change passwords on cellular devices as well, and you may wish to consider obtaining an inexpensive telephone to communicate with us to preserve attorney client privilege. Please avoid using social media through the course of your action as statements, photographs, etc. that are posted may be taken out of context and used against you. Do not, however, close down social media sites or remove prior posts as this can be construed by the court as spoliation of evidence. During this process there will be times when you are required to make disclosures, including financial disclosures, to opposing party and their counsel. Please note that you are responsible for making those disclosures as accurate and transparent as possible. We will provide what you give us to opposing counsel or party but are not responsible for the content of your disclosures.

13. The Client may terminate the attorney/client relationship at any time, subject to court approval when required by the rules of the court in which the Client's case is filed.

14. Upon completion of this matter, or in the event either party terminates representation by the Firm, any unearned portion of the retainer or credit balance shall be refunded to the Client, or any unpaid charges shall be paid to the Firm.

15. The Client acknowledges that the Firm has made no guarantee regarding the outcome of this matter, and all expressions thereto are matters of opinion only.

16. The Client understands that in some cases the court may award attorneys’ fees and costs to one party and order the other party to pay the amount awarded.  This is solely in the discretion of the court and cannot be relied upon with certainty. In other cases, if there is a settlement agreed to by both parties, thereby avoiding a contested trial, the settlement agreement may provide that one of the parties contribute to the other party's legal expenses.  It is impossible to predict whether either of the above situations will materialize. Therefore, no representation is made that any contribution by the other party will be obtained toward the Client's legal expense. Further, the Client understand that such an award of attorneys’ fees and costs does not affect any other portion of this Agreement and that the Client will remain responsible for all attorneys’ fees and cost advances billed by the Firm to the Client.  In the event, however, that one of such contributions is obtained for the benefit of the Client, the amount in question, when paid, will be credited against the Firm’s final invoice to the Client if any amount is owing, or will be paid to the Client if no monies are due and owing to the Firm.

17. The Firm will forward to the Client electronic copies of pertinent correspondence, pleadings and other materials, whenever practical.

18. At the end of its representation of the Client, the Firm we will provide the Client with the opportunity to obtain its files from us. Please note that the Firm does not maintain paper files. In the event of a withdrawal, the Client will be given notice to pick up his or her files or have them delivered to the client by the firm.  In the event the Client fails to inform the Firm within thirty (30) days from the receipt of notice, the firm will presume that the files may be destroyed in a secure manner and no copies need be kept by the Firm or delivered to the Client.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK INDEPENDENT COUNSEL.

 JOSHUA JONES

 Client

 DATED:

 Jennings & Medura, LLC

 Firm

 DATED: