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**Subject:** Fwd: Marriage of SAYEGH  
**From:** Nuha Sayegh <nuha@recovery-compass.org>  
**To:** Eric Jones <eric@recovery-compass.org>  
**Date Sent:** Monday, October 6, 2025 9:07:20 PM GMT-07:00  
**Date Received:** Monday, October 6, 2025 9:07:33 PM GMT-07:00  
**Attachments:** 2025 10 06 Retainer Agreement.pdf

**Kirk A. Kolodji, Esq.  
Kolodji Family Law, PC  
35 N. Lake Avenue, Suite 710  
Pasadena, CA 91101  
310-691-9671  
[kirk@kolodjifamilylaw.com](mailto:kirk@kolodjifamilylaw.com)  
[www.kolodjifamilylaw.com](http://www.kolodjifamilylaw.com)**

**PRIVILEGED AND CONFIDENTIAL**  
Attorney-Client Privileged / Attorney Work Product

October 6, 2025

**Via Hand Delivery and Email**

NUHA SAYEGH  
Email: [nuha@recovery-compass.org](mailto:nuha@recovery-compass.org)

Re: Marriage of: SAYEGH, FAHED and NUHA  
LASC Case No.: 25PDFL01441  
R/w DV Matters: 25PDRO01246 and 25PDRO01260

Dear NUHA SAYEGH:

Thank you for selecting me to represent you in connection with the above-entitled action(s). I strive to provide each client with thorough, prompt and cost-efficient legal services.

I submit this letter agreement for your consideration and acceptance to confirm the terms of my representation of you in this matter. Please carefully review this letter agreement to ensure that you fully understand our respective obligations.

**1. NATURE OF SERVICES**

I will provide those services as are reasonably required in your Dissolution Action, and related Domestic Violence Actions

I will represent you at court hearings, and by appearing on your behalf. Furthermore, I will draft, file in court and serve pleadings, as required by the court. I am not authorized or expected to provide services in any other matters outside of your Dissolution Action and Related Domestic Violence actions above, even if closely related, such as a new stand-alone domestic violence action, a new domestic violence action within your case, a probate action, a separate county child support action (even if within this action if those matters are before a separate Commissioner or Judge), an unlawful detainer or eviction action, a bankruptcy proceedings, or an related civil matters even if they are closely related, such as an action for the tort of battery, assault or domestic violence, or tort action related to eviction, unless you request and I agree to do so in writing.

Some separate actions within your Dissolution Action will require a separate retainer such as appeals or post-judgment modification actions. Any further representation undertaken, however, will be in accordance with the terms and conditions of this Letter Agreement.

Client understands that attorney will also not render any services in connection with any other matter including but not limited to tax, Internal Revenue Service issues, estate planning, drafting of wills, bankruptcy matters, or any other type of proceeding without a separate written agreement in connection therewith. Attorney will not be in charge of the media strategy for Client, who will retain full control of the media strategy, if any, used in this case.

## 2. ATTORNEY'S FEES

I will be the attorney primarily responsible for providing legal services. My billing rate is **\$350 per hour** for all of my work on this matter. My work on this matter may include all court time including court appearances, hearings, depositions, mediations, arbitrations, settlement conferences; drafting pleadings, court forms, discovery, letters, etc.; reviewing case file and relevant documents and evidence; case analysis; legal research; conferences (with you, opposing counsel, court staff, witnesses, and others connected with your case); reviewing and responding to emails; propounding and responding to discovery; non-discovery information and evidence gathering; and filing documents with the court or recording documents with the recorder's office.

Associate attorneys will be charged at the rate of \$350/hour.

If paralegals and/or legal assistants are need in this matter, their hourly rate will be \$175 per hour.

If law clerks or in-house messengers are needed in this matter, their hourly rate will be \$125 per hour.

All professional services will be charged in six-minute time increments.

If the service of a third-party vender is utilized, such as Nationwide Legal, Green Filing, a process server, etc., you will be responsible for the cost of the service for third-party vendors.

Fees for mediators, court reporters, court reporting services, associate attorneys and outside consultants, such as forensic accountants, appraisers, psychologist, investigators, consultants, and other expert witnesses which are or may be necessary in this proceeding are not included under this Letter Agreement. These fee agreements or costs may require separate deposits or retainers. In the event that signification costs are anticipated, such as the taking of depositions or the retention of expert witnesses, it is agreed that you shall advance those monies, or may payments in advance, and if required, make those payments directly to the persons providing the services.

## 3. RETAINER – DEPOSIT

As we negotiated, you agreed to pay an initial deposit or Retainer Payment in the sum of **\$10,000** which is an advance deposit for fees and costs to be incurred in this matter. I will substitute into the above cases upon receipt of a payment of **\$5,000** on the Retainer Payment.

*Letter Agreement with Kirk A. Kolodji, Esq.*

*Re: NUHA SAYEGH*

*October 6, 2025*

Until I receive the full signed, initialed and dated copies of this Letter Agreement, Attorney receives the initial installment on the Retainer Payment of **\$5,000**, I will not be your attorney, and will not be obligated to provide services prior thereto.

Evergreen retainer required. This Retainer Payment is not intended to constitute the total fee and must be replenished as the case progresses based on the current hourly rates detailed above. In the event that the initial Retainer Payment is exhausted prior to a final resolution to this matter, or upon the setting of this matter for hearing or trial, Client shall provide a subsequent Retainer Payment replenishment as the case progresses in the sum of **\$5,000** (or in a sum as appropriate based on the time estimate for the hearing or trial), or upon receipt of a written invoice and/or letter from me indicating that the retainer funds have been exhausted. Attorney and client agree that this fee agreement shall be known as a replenishing retainer, and shall constitute Client's payment arrangements for Attorney's services.

Attorney shall have the right to condition further employment upon the payment of the initial or subsequent Retainer Payment described above. If client fails to pay the initial or subsequent Retainer Payment, Client shall allow Attorney to substitute out of the case, and shall sign a Substitution of Attorney form to this effect, so long as the withdrawal by Attorney will not cause Client any immediate detriment to ongoing or pending legal proceedings.

Attorney is not obligated to advance costs on Client's behalf. In providing legal services in connection with this representation it is necessary for Attorney to incur expenses, charges and costs, including but not limited to the charges of investigators, consultants, witnesses, experts and other advisers we deem necessary; additionally, expenses such as filing fees, registration fees, recording fees, copying costs, testing costs, travel costs, messengers, other normal costs, and many other reasonably necessary and proper costs, charges and expenses could and shall be billed accordingly.

You hereby authorize me, at my sole discretion, and without need for prior consultation or approval from you, to incur all such reasonably necessary and proper charges, costs and expenses, and to instruct third parties, such as translators to directly bill you. In addition, all other individual costs exceeding \$350 will be forwarded directly to you for payment. You agree to promptly pay these Cost bills forwarded to you.

AI technology may be utilized on Client's case within a closed environment. No private data will be placed into any open AI environment. For example, this AI technology, in a closed environment, may be used to summarize voluminous document productions, transcripts or to analyze communications. The use of any AI technology is billed on an hourly basis. Currently, Attorney uses the CoCounsel AI technology by CaseText, which has closed AI tools. If Client wishes to opt out of the use of closed AI technology on their case, Client must do so in writing.

Client understands that if Client's Case proceeds to hearing, court action, arbitration or other proceeding, Client may be required to pay monetary sanctions, attorney's fees, and costs to other parties in the action, or the court. Client shall be solely liable to pay any such award, and Client agrees to pay, indemnify, and defend Attorney against any monetary sanctions, attorney's fees and costs court ordered against Client.

Client acknowledges that Attorney will not notice, schedule or take any deposition, unless client pays the estimated advance cost of the deposition, including the court reporter's fees.

#### 4. METHOD OF BILLING/PAYMENT

At least once a quarter, I shall send you to your attention a detailed invoice of attorneys' fees and costs, and expenses. The invoice will identify the attorney or paralegal who provided the service, the description of the services, including the dates on which the services were performed, the amount of time consumed, the rate charged for each individual, and the total amount charged for each entry. These invoices will also identify the date, nature and amount of each cost, charge or expense incurred in connection with representing you. Please review your bill carefully, and in the even you have any questions concerning the billing, please immediately email me so that I can clarify the matter expeditiously.

These periodic bills, statements or invoices of attorney's fees, costs, charges and expenses are payable in full upon receipt, but in no event later than thirty (30) days after mailing or emailing. Any bill not paid in accordance with the herein retainer agreement in full within 120 days, shall bear interest at the rate of Ten percent (10%) per annum applied on a quarterly basis on accounts more than 120 days past due. This obligation of payment is unqualified, and is not in any way contingent or conditioned upon any other event or situation such as the client obtaining any recovery or by reason related to this matter.

I will transmit billing statements to you via email at least once per quarter by email to your last known email address, which shall be due and payable in full upon receipt. I will mail billing statements to Client via U.S. Mail *only if* requested in writing by you with a designated mailing address. The charges on each billing statement will be deemed to be valid, earned and fixed unless Client disputes the validity of a charge or charges in writing within **5 days of delivery** of the billing statement. If I do not receive Client's written dispute of a charge(s) within 5 days of delivery of the billing statement, Client agrees that the charges will be deemed to be fixed, which means that Client has no dispute regarding the charges and Attorney shall be authorized to withdraw the fixed fee amount from any funds on deposit in the attorney-client trust account for transfer to Attorney's general operating account as and for payment on Client's account. Client hereby acknowledges that Client has been advised by Attorney to immediately and thoroughly review each billing statement immediately upon receipt.

Credit/Debit Cards and E-Checks. For credit card payments and e-check payments, Attorney will send Client a "LawPay" credit card payment request link by email using the online credit card payment processing company [www.LawPay.com](http://www.LawPay.com) to process the credit card or debit card payment. The e-check payments have no processing fee. Payments made by credit card will include the processing fee charged to my by my card processing company. Currently, there is an additional 2% fee for Visa and MasterCard and an additional 2.5% fee for American Express for payments processed by LawPay. While I accept e-checks, credit and/or debit card payments, or payments made by payment applications, by making a payment by debit or credit card or payment application, you understand and agree that no "charge backs" will be made with your credit card, or payment application, under any circumstances, whatsoever.

Zelle payments. Attorney accepts Zelle payments using my name "Kirk Kolodji" and my email address ([kirk@kolodjifamilylaw.com](mailto:kirk@kolodjifamilylaw.com)) at no cost to the Client.

Other payment methods. Each retainer or bill may also be paid by money order or cashier's check sent to my current mailing address, or wire transfer to my attorney-client trust account. Wiring instructions will be provided upon request, with your responsible for the wire

transfer fee charged by my bank, currently, approximately \$16. I may accept personal checks, but have a \$50 non-sufficient funds charge, if a personal check is not honored by the bank.

If any bill, statement or invoice is not paid in full within thirty (30) days after emailing the billing statement to you, I will not have any further duty to represent you in this matter, regardless of the status of representation, including, but not limited to, the imminence or pendency of any important event, unless repayment arrangements are made. I also reserve the right to terminate our representation upon reasonable notice, if in the exercise of my reasonable discretion I believe a continuation of representation would be unpractical or unethical.

## 5. MUTUAL RESPONSIBILITIES

As previously stated, I will keep you fully informed of all progress and developments and respond promptly to your inquiries and communications in regards to the case or matter subject to this Letter Agreement. You agree to be truthful and cooperative with Attorney, to follow Attorney's legal advice and counsel, to promptly respond to Attorney's messages, inquiries, and requests for information, to keep Attorney informed of any developments in Client's Case, to abide by this Letter Agreement, and to timely pay Attorney's advance fees and advance costs.

You shall keep me informed of your current address, telephone number, and email address. You will cooperate with my by appearing at legal proceedings when requested to appear by me. You are always welcome to, and are encouraged to, attend all court proceedings. You agree, understand and acknowledge that I shall have the right to take all actions regarding your case that I believe to be reasonably necessary to competently represent you. You acknowledge that legal fees and costs, time estimates, and the ultimate disposition of your case may be affected by subsequent your requests, changes in circumstance, changes in governing law, your conduct, your misconduct, the opposing party's conduct, the opposing party's misconduct, and/or a variety of other factors.

It is also important to understand that negative, combative, hurtful, or other derogatory comments sent to the other party (or third parties) via text messaging, social media posts and the like may adversely affect final outcome of your matter regardless of their truth. The opposing party will likely attach the worst text messages, or social media posts in pleadings, and while you will have an opportunity to explain them, the harm may already be done by posting them. Please pause before each text message or social media post and ask yourself whether you would mind seeing it in a pleading filed with the court by the opposing party.

It is imperative that we preserve the confidentiality and privacy of our communications. Please do not include anyone other than personnel in this office on any emails, calls or meetings with us without our prior notice, consent, and guidance. By including a third-party in communications you will 'break' the attorney-client privilege that protects our communications, so please refrain from including third-parties in our communications to keep it intact.

My responsibility does not involve any activity beyond the trial court level, such as writs or appeals to an appellate court, administrative agency or other tribunal. Additionally, our responsibilities does not include evaluating any prior attorney's work for legal malpractice claims. Further, if a judgment is not returned in your favor in the trial court, or if the amount of the judgment is not satisfactory to you, I shall not be obligated to prosecute a motion for new trial without further fee arrangements.

You understand that services required in any subsequent enforcement, modification, or appeal-type proceeding, including requests for extraordinary relief such as appellate writs of prohibition and/or mandate or any proceeding to attack the Judgment or Order, or execution of a Pre-Martial Agreement, are outside the scope of this Letter Agreement. The retention of my services in any proceeding to enforce or modify the provisions of any Judgment or Order which may have been obtained on your behalf must be separately negotiated and shall be subject to a separate written agreement.

## 6. CHARGING LIEN

As security for the fees which may be due and owing at the conclusion of my services provided to you, you hereby grant and assign to me a lien on all separation or community property, or cause of action, which may be the subject of my representation. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that I may be able to compel payment of fees and costs from any such funds recovered on behalf of you as our client, even if Attorney has withdrawn or been discharged before the advice of an independent lawyer of your choice before agreeing to such a lien. But initialing this paragraph, you represent and agree that you had a reasonable opportunity to consult such an independent lawyer and – whether or not you have chosen to consult such an independent lawyer – you agree that Attorney will have a lien as specified here.

\_\_\_\_\_ (Client Initial Here)

\_\_\_\_\_ (Attorney Initial Here)

## 7. DISPUTES/ARBITRATION

If it is necessary for us to file suit (or Arbitration) for the collection of any sums due under this Agreement, you shall pay reasonable attorney's fees together with Court costs for their collection. Should I represent myself, or retain outside counsel, in said efforts, to the extent allowable by law, you agree to pay the hourly rates charged by Kirk Kolodji, as set forth herein (\$350/hour) for any other attorney, and said fee shall be considered a reasonable fee.

You agree that any disputes between us relating to the interpretation or performance of this agreement, attorney's fees and/or costs, or any dispute regarding the nature and quality of the services provided hereunder, including any claims for damages against Attorney, or the firm, or any of its principals and/or associates, whether on a theory of malpractice, negligence, breach of contract, fraud, breach of fiduciary duty, or otherwise, shall be submitted to binding arbitration in Los Angeles County before a retired family law California Superior Court judge following the procedures set forth in California Code of Civil Procedure sections 1282 and 1286, and/or using the arbitration services provided by Signature Resolution or Alternative Resolution Centers, Inc. ("ARC"). The arbitrator shall be selected by mutual agreement, or the demanding party may select an arbitrator from one of the two arbitration services listed above if that demanding party has provided a list of three retired family law California Superior Court judges to the other side and the responding party has not selected from the list, then the demanding party may select one retired family law California Superior Court judge with either Signature Resolution or Alternative Resolution Centers, Inc.

You recognize that submitting to a controversy such as this to an arbitrator constitutes a waiver of your right to a court or JURY TRIAL as well as the right to appeal the arbitrator's decision, and may also impose certain limitations upon discovery procedures. Despite this fact,

you agree to arbitrate any controversies that may arise between us because of the relative speed and cost savings that often accompanies such arbitration proceedings.

## 8. ADVISEMENT FOR REVIEW OF ESTATE PLAN AND TRUSTS

You may have been advised to immediately prepare or have prepared a current will, a new or revised trust, to change the title of real and personal property, (especially if it is held in joint tenancy) and to change beneficiaries of life insurance policies, retirement and employee benefit plans (unless restrained from doing so) to avoid the automatic transfer of property to the other spouse in the event of death prior to property division in a dissolution matter.

## 9. PROVISIONS RELATED TO DISSOLUTION MATTERS AND JOINT TENANCY

In a dissolution action, I am advising you that pursuant to Probate Code section 78, you will remain legally married unless and until Client's marital status has been terminated pursuant to a court order. As unlikely as it may be, if you should die before your marriage is dissolved, and if you do not have a will, your property interests and estate will pass to your spouse by intestate succession, or outside of probate by contract with a bank/insurance company/etc. or the way title is held, for example with joint tenancy. Similarly, if you should die before your marriage is dissolved, and if you do have a will, your property interests and estate will pass pursuant to your will and corresponding estate plan. Therefore, I expressly admonish you to consult with an estate planning attorney to determine how your property interests and estate will pass in the event that you die before your marriage is dissolved. I am not providing legal representation for these trust, wills or estate-related matters and can refer you to an estate planning/trust attorney upon request.

As applicable, if you hold real property (or other assets) in joint tenancy, please reach out to Attorney within seven (7) days of signing this agreement regarding the following instructions related to joint tenancy. The rules regarding joint tenancy will continue to apply until it is "severed" and the filing for divorce or other family law action will not legally change the joint tenancy status.

- A. \_\_\_\_\_ Please sever the joint tenancy on my real property. Attorney can only severe real property in California, and will incur additional expenses for out-of-county recordation. Additionally, for out-of-state real property, Client will need to obtain counsel/assistance in the relevant jurisdiction which cannot be done by Attorney.
- B. \_\_\_\_\_ Please do not sever the joint tenancy on my real property at this time. If Client wishes to sever the joint tenancy in the future, Client must contact Attorney to prepare the paperwork for recordation to sever the joint tenancy.
- C. \_\_\_\_\_ Either I hold nothing in joint tenancy, or I do not want to make this election at this time, but will inform Attorney in writing at a later time in the event I elect to instruct attorney to sever the Joint Tenancy.

If no election is made, Attorney will deem Client to have selected subpart C above.

If your Case is a dissolution proceeding, then you owe a fiduciary duty to your spouse governing fiduciary relationships which control the actions of persons occupying confidential relations with each other. This confidential relationship imposes a duty of the highest good faith

and fair dealing on each spouse, and provides that neither shall take any unfair advantage of the other. This confidential relationship is a fiduciary relationship subject to the same rights and duties of non-marital business partners. While this duty is mutual, our goal is to protect you from claims that you have violated your fiduciary duty.

For married parties, even after filing for divorce, this fiduciary duty requires you to (1) Provide your spouse access at all times to any books kept regarding a transaction for the purposes of inspection and copying; (2) Render to your spouse, upon request, true and full information of all things affecting any transaction which concerns the community property; and (3) Account to your spouse, and hold as a trustee, any benefit or profit derived from any transaction entered into by you without the consent of your spouse which concerns the community property.

#### **10. DUTY TO PRESERVE EVIDENCE UNTIL TRIAL OR JUDGMENT**

You have a duty to preserve evidence, including preventing auto-deletion of records related to your case through trial and/or judgment. This includes text messages. Do not delete text messages and emails between yourself and the Party in this matter. Electronically Stored Information must be preserved for the duration of your case through trial and/or judgment, or for cases with children, for evidence concerning custody and support (incl. income, records related to visitation schedules, texts and emails between the parties, communications between the parties, social media posts related to custody issues, payment of support, assets available for attorney's fees, etc.), until at least the last child graduates from high school, or for support cases, for as long as the duty to pay support applies. For dissolution actions, all records concerning income, assets and debts must be preserved, including electronically stored information through trial and/or judgment, or as long as spousal support remains at issue. For domestic violence actions, all evidence concerning any intimate partner violence allegation or defense, or anticipated allegation or defense by any party in the case, including text messages, emails, communications, social media posts, pictures, etc. You must preserve the evidence you have concerning any issue upon which you anticipate there to be litigation in the future over.

Immediately back up all of the data you maintain on your computers and devices, and store them in a way that you can retrieve them if requested in this legal action by the other party's attorney in this case. Be careful to not uploading your to clouds accessible by the other side or portable storage devices in places accessible by the other party. Until resolution of the issues in your case, this data must be available for production to the other side upon legal request. In terms of generating new data, be extra careful with your new online posts, texts and emails, as they can be used against you in this action. Be businesslike and professional in all of your communications with the other party, and in all of your online posts. Do not reference this case online, or make any online posts about anything concerning this legal action.

#### **11. NO RESULTS GUARANTEED / RIGHT TO INDEPENDENT REVIEW / ETC.**

You acknowledge that we have completely refused to make any prediction or guarantees, or to make any promises or representations of any kind, with regard to the ultimate outcome of the services I provide, or how long it will take to achieve an ultimate outcome, or as to the total amount of attorney's fees, costs, charges and expenses which will be incurred and which you will have to pay.

Although you may have no present questions concerning the terms and provisions of this Agreement, you are hereby advised that you have the right to consult an attorney of your own choosing before signing this Agreement for legal services.

You also acknowledge and agree that no other representation of any kind has been made by us other than as set out herein, and that you have not relied on any statement or representation not contained herein.

You further acknowledge that no charge can be made in this agreement unless and until it is in writing, signed by you and by us.

I am required by law to inform you that, I do maintain errors and omissions insurance coverage potentially available to cover the services you have asked me to provide pursuant to Business and Professions Code section 6147 and Cal. Rules of Professional Conduct, 1.4.2.(a).

## 12. TERMINATION OF REPRESENTATION

You have the right to terminate our representation, at any time, with or without cause, and even if you are delinquent in payment of attorney's fees, costs, charges and expenses. At the time of termination of this Agreement, I have the right to keep a copy of the your case file. If at the time of termination of our relationship there is a delinquency in payment of attorney's fees, costs, charges and expenses, I will also have the right to seek and obtain payment of any remaining delinquency by all available legal remedies.

Following the conclusion of my representation of you, you may request your case file; which upon request with sufficient time to prepare it, will be prepared for pick-up by you. Following the conclusion of my representation of you, I will retain your case file for a period of 1 year from the date my services cease, and if it is not picked up by you within 1 year, it will be destroyed. For purposes of interpreting this section, my services will be deemed to cease on the last date upon which a billing entry is made by me on Client's bill for professional services rendered (not costs) under this Letter Agreement. Therefore, absent some other express written agreement between you, and me, I will destroy any files remaining in my possession relating to this representation, if not pick-up up within 1 year of my final billing entry (excluding costs). In the event your file is stored off-site, you agree to pay any retrieval costs in advance, if any.

I may withdraw as your attorney of record with your consent or for good cause. If good cause exists for me to withdraw from your Case, you agrees to voluntarily execute a substitution of attorney form in favor of Attorney which will operate to remove me as your attorney of record in your case. Good cause for me to withdraw from your case includes, but are not limited to, any of the following reasons: (a) Client commits a criminal or illegal act or suggests its commission to Attorney; (b) Attorney discovers Client has used Attorney's services to do a criminal or illegal act; (c) Client insists that Attorney do something that is illegal, unethical, unwise, or against Attorney's better judgment or counsel, or by other conduct renders it unreasonable difficult for the member to carry out the employment effectively; (d) Client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; (e) Client and Attorney do not get along to the point that they no longer trust one another; (f) Client does not communicate via telephone or written correspondence, or fails to reasonably respond to messages, inquiries, voice mails, e-mails, letters or other communications from Attorney relating to Client's Case; (g) Client fails to cooperate with Attorney in any aspect of this Agreement; (h) Client refuses to accept or propose

a settlement offer which Attorney believes is reasonable; (i) Client refuses to abide by Attorney's advice and counsel; (j) Client misrepresents or fails to disclose material facts regarding Client's Case; (k) An irreremediable breakdown of the Attorney-Client relationship occurs; (l) Client's breach of this Agreement or obligation to the member as to expenses or fees; (m) Client's breach of Client's fiduciary duties; (n) Client refuses to pay Attorney's requested advance fee; or (o) Client refuses to pay Attorney's requested advance cost.

In the event Attorney has good cause to withdraw from Client's Case and has requested that Client execute and return to Attorney a fully executed Substitution of Attorney in a form suitable for filing with the Court, and thereafter Client refuses to cooperate in executing and returning to Attorney a fully executed Substitution of Attorney in a form suitable for filing with the Court, Client agrees that Client shall be thereafter solely liable for any and all Attorney's fees and costs unnecessarily incurred by Attorney in filing and appearing on a Motion to be Relieved as Counsel, including all continuances thereon.

Client has the right to terminate Attorney services at any time, for any cause or for no reason at all. Client has the right to discharge Attorney as Client's attorney of record upon notice to Attorney. When Attorney's services conclude, all unpaid fees and costs shall immediately become due and payable by Client to Attorney. Client acknowledges that Client is obligated to pay all outstanding attorney's fees, costs and interest owing to Attorney immediately upon the termination of the Attorney-Client relationship or termination of services under this Agreement.

In the event that Client does not immediately pay all outstanding attorney's fees, costs and interest upon the termination of the Attorney-Client relationship, Attorney shall have the absolute right and is fully authorized by Client to seek payment thereof by filing a motion for attorneys' fees and costs against Client's spouse or opposing party to obtain payment of Client's outstanding fees and costs owed to Attorney (*Borson Motion*). Client agrees and acknowledges that Client's execution of this Agreement constitutes Client's irrevocable consent and authorization to the filing of such a motion (*Borson Motion*). Client agrees that Client shall cooperate and execute all documents necessary for Attorney to properly file a *Borson Motion*, including but not limited to, Client's Declaration and an Income and Expense Declaration. Client agrees to pay all attorney's fees, costs and interest related to the preparation, filing and hearing on such motion. Client agrees and understands that once such a motion is filed, Client cannot settle the Case without a determination of the fee motion by the court or by a separate signed written agreement with Attorney. Client agrees that Attorney shall be given formal notice of all mediations, arbitrations, hearings, conferences, trial setting conferences, settlement conferences and trials (and continuances thereon) wherein attorney's fees and costs are in issue, and that no judgment or settlement may be approved or entered by the Court without the opportunity for Attorney to be heard regarding the payment of Client's outstanding attorney's fees owed to Attorney pursuant to Attorney's *Borson Motion*.

### **13. CLIENT APPROVAL NECESSARY FOR SETTLEMENT**

The Client retains the absolute right to accept or reject any settlement, and any firm settlement must be approved by Client prior to Attorney tendering a firm settlement proposal. With approval from Client, Attorney may inquire as to settlement possibilities on Client's behalf.

### **14. MISCELLANEOUS PROVISIONS**

This Letter Agreement may be modified by subsequent agreement only by an instrument in writing signed by both you and me. You agree that there are to be no additions, strike outs, changes or waivers of any kind whatsoever to this Agreement unless the change is made in writing and signed by both Attorney and Client.

If any term or other provision of this Letter Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner materially adverse to any party.

This Letter Agreement contains the entire agreement between Attorney and Client. No other agreement, statement or promise made on or before the effective date of this Letter Agreement will be binding on Attorney and Client.

This Letter Agreement governs all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this agreement is for reference only. Even if this Letter Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney performed for Client.

This Letter Agreement shall govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performs services hereunder. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. Client affirms that he or she has read, understands and agrees to the foregoing terms and provisions.

Client hereby acknowledges, understands, and agrees that this Letter Agreement is entered into and executed by Client and Attorney in the City of Los Angeles, County of Los Angeles, State of California and that Client's performance under this Agreement shall exclusively occur in the City of Los Angeles, County of Los Angeles, State of California. Client further agrees and consents to personal jurisdiction in Los Angeles County.

Once a trial, arbitration, mediation or other evidentiary hearing date is set, I may require that you pay all sums then owing to me and to deposit the attorney's fees estimated for preparing for and completing the trial, arbitration, mediation, or other evidentiary hearing, as well as the court-imposed fees likely to be assessed.

Please do not hesitate to reach out to me with any billing questions, concerns, or disputes. I only ask that you send these by separate email to me at [kirk@kolodjifamilylaw.com](mailto:kirk@kolodjifamilylaw.com), separate from any litigation or legal related communications, which will be addressed at no charge to you.

If these arrangements are not acceptable, please indicate your approval in the appropriate space on the enclosed copy of this Letter Agreement by initialing, signing and dating it where indicated and returning it to me.

If, at any time, you have any questions concerning our representation and other matters, please do not hesitate to call me to discuss these questions with you. But email is by far the most effective communication for routine matters.

*Letter Agreement with Kirk A. Kolodji, Esq.*

*Re: NUHA SAYEGH*

*October 6, 2025*

It is of paramount concern to me that you, as my client, are satisfied with my services and the fees charged for rendering those services. I look forward to working with you.

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**THE FOREGOING LETTER AGREEMENT HAS BEEN READ AND UNDERSTOOD  
AND HAS BEEN ACCEPTED AND AGREED BY THE UNDERSIGNED.**

Very truly yours,

KOLODJI FAMILY LAW, PC

KIRK A. KOLODJI, ESQ. (Attorney)

**THE FOREGOING LETTER AGREEMENT HAS BEEN READ AND UNDERSTOOD  
AND HAS BEEN ACCEPTED AND AGREED BY THE UNDERSIGNED.**

**I AGREE TO BE BOUND BY ALL OF ITS TERMS AS OF THE DATE ATTORNEY FIRST PROVIDED LEGAL SERVICES. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS LETTER AGREEMENT REVIEWED BY INDEPENDENT COUNSEL.**

I, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT WHICH HAS BEEN SIGNED AND DATED BY ATTORNEY.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**NUHA SAYEGH (Client)**

---

**Subject:** Re: Marriage of SAYEGH

**From:** Eric Jones <eric@recovery-compass.org>

**To:** Nuha Sayegh <nuha@recovery-compass.org>

**Date Sent:** Monday, October 6, 2025 9:29:04 PM GMT-07:00

**Date Received:** Monday, October 6, 2025 9:29:04 PM GMT-07:00

**Attachments:** Retainer Review & Next Steps (Case 25PDRO01260).gdoc.txt

see attached

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**Subject:** Fwd: FW: Marriage of SAYEGH

**From:** Nuha Sayegh <nuha@recovery-compass.org>

**To:** Eric Jones <eric@er-design.org>

**Date Sent:** Sunday, October 26, 2025 6:34:55 PM GMT-07:00

**Date Received:** Sunday, October 26, 2025 6:35:13 PM GMT-07:00

**Attachments:** 2025 10 06 [Fully Signed] Retainer Agreement.pdf

**Kirk A. Kolodji, Esq.  
Kolodji Family Law, PC  
35 N. Lake Avenue, Suite 710  
Pasadena, CA 91101  
310-691-9671  
[kirk@kolodjifamilylaw.com](mailto:kirk@kolodjifamilylaw.com)  
[www.kolodjifamilylaw.com](http://www.kolodjifamilylaw.com)**

PRIVILEGED AND CONFIDENTIAL  
Attorney-Client Privileged / Attorney Work Product

October <sup>6</sup><sub>10</sub>, 2025

Via Hand Delivery and Email

NUHA SAYEGH

Email: [nuha@recovery-compass.org](mailto:nuha@recovery-compass.org)

Re: Marriage of: SAYEGH, FAHED and NUHA  
LASC Case No.: 25PDFL01441  
R/w DV Matters: 25PDRO01246 and 25PDRO01260

Dear NUHA SAYEGH:

Thank you for selecting me to represent you in connection with the above-entitled action(s). I strive to provide each client with thorough, prompt and cost-efficient legal services.

I submit this letter agreement for your consideration and acceptance to confirm the terms of my representation of you in this matter. Please carefully review this letter agreement to ensure that you fully understand our respective obligations.

**1. NATURE OF SERVICES**

I will provide those services as are reasonably required in your Dissolution Action, and related Domestic Violence Actions

I will represent you at court hearings, and by appearing on your behalf. Furthermore, I will draft, file in court and serve pleadings, as required by the court. I am not authorized or expected to provide services in any other matters outside of your Dissolution Action and Related Domestic Violence actions above, even if closely related, such as a new stand-alone domestic violence action, a new domestic violence action within your case, a probate action, a separate county child support action (even if within this action if those matters are before a separate Commissioner or Judge), an unlawful detainer or eviction action, a bankruptcy proceedings, or any related civil matters even if they are closely related, such as an action for the tort of battery, assault or domestic violence, or tort action related to eviction, unless you request and I agree to do so in writing.

Some separate actions within your Dissolution Action will require a separate retainer such as appeals or post-judgment modification actions. Any further representation undertaken, however, will be in accordance with the terms and conditions of this Letter Agreement.

Client understands that attorney will also not render any services in connection with any other matter including but not limited to tax, Internal Revenue Service issues, estate planning, drafting of wills, bankruptcy matters, or any other type of proceeding without a separate written agreement in connection therewith. Attorney will not be in charge of the media strategy for Client, who will retain full control of the media strategy, if any, used in this case.

## 2. ATTORNEY'S FEES

I will be the attorney primarily responsible for providing legal services. My billing rate is **\$350 per hour** for all of my work on this matter. My work on this matter may include all court time including court appearances, hearings, depositions, mediations, arbitrations, settlement conferences; drafting pleadings, court forms, discovery, letters, etc.; reviewing case file and relevant documents and evidence; case analysis; legal research; conferences (with you, opposing counsel, court staff, witnesses, and others connected with your case); reviewing and responding to emails; propounding and responding to discovery; non-discovery information and evidence gathering; and filing documents with the court or recording documents with the recorder's office.

Associate attorneys will be charged at the rate of \$350/hour.

If paralegals and/or legal assistants are needed in this matter, their hourly rate will be \$175 per hour.

If law clerks or in-house messengers are needed in this matter, their hourly rate will be \$125 per hour.

All professional services will be charged in six-minute time increments.

If the service of a third-party vendor is utilized, such as Nationwide Legal, Green Filing, a process server, etc., you will be responsible for the cost of the service for third-party vendors.

Fees for mediators, court reporters, court reporting services, associate attorneys and outside consultants, such as forensic accountants, appraisers, psychologist, investigators, consultants, and other expert witnesses which are or may be necessary in this proceeding are not included under this Letter Agreement. These fee agreements or costs may require separate deposits or retainers. In the event that significant costs are anticipated, such as the taking of depositions or the retention of expert witnesses, it is agreed that you shall advance those monies, or make payments in advance, and if required, make those payments directly to the persons providing the services.

## 3. RETAINER – DEPOSIT

As we negotiated, you agreed to pay an initial deposit or Retainer Payment in the sum of **\$10,000** which is an advance deposit for fees and costs to be incurred in this matter. I will substitute into the above cases upon receipt of a payment of **\$5,000** on the Retainer Payment.



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Until I receive the full signed, initialed and dated copies of this Letter Agreement, Attorney receives the initial installment on the Retainer Payment of **\$5,000**, I will not be your attorney, and will not be obligated to provide services prior thereto.

Evergreen retainer required. This Retainer Payment is not intended to constitute the total fee and must be replenished as the case progresses based on the current hourly rates detailed above. In the event that the initial Retainer Payment is exhausted prior to a final resolution to this matter, or upon the setting of this matter for hearing or trial, Client shall provide a subsequent Retainer Payment replenishment as the case progresses in the sum of **\$5,000** (or in a sum as appropriate based on the time estimate for the hearing or trial), or upon receipt of a written invoice and/or letter from me indicating that the retainer funds have been exhausted. Attorney and client agree that this fee agreement shall be known as a replenishing retainer, and shall constitute Client's payment arrangements for Attorney's services.

Attorney shall have the right to condition further employment upon the payment of the initial or subsequent Retainer Payment described above. If client fails to pay the initial or subsequent Retainer Payment, Client shall allow Attorney to substitute out of the case, and shall sign a Substitution of Attorney form to this effect, so long as the withdrawal by Attorney will not cause Client any immediate detriment to ongoing or pending legal proceedings.

Attorney is not obligated to advance costs on Client's behalf. In providing legal services in connection with this representation it is necessary for Attorney to incur expenses, charges and costs, including but not limited to the charges of investigators, consultants, witnesses, experts and other advisers we deem necessary; additionally, expenses such as filing fees, registration fees, recording fees, copying costs, testing costs, travel costs, messengers, other normal costs, and many other reasonably necessary and proper costs, charges and expenses could and shall be billed accordingly.

You hereby authorize me, at my sole discretion, and without need for prior consultation or approval from you, to incur all such reasonably necessary and proper charges, costs and expenses, and to instruct third parties, such as translators to directly bill you. In addition, all other individual costs exceeding \$350 will be forwarded directly to you for payment. You agree to promptly pay these Cost bills forwarded to you.

AI technology may be utilized on Client's case within a closed environment. No private data will be placed into any open AI environment. For example, this AI technology, in a closed environment, may be used to summarize voluminous document productions, transcripts or to analyze communications. The use of any AI technology is billed on an hourly basis. Currently, Attorney uses the CoCounsel AI technology by CaseText, which has closed AI tools. If Client wishes to opt out of the use of closed AI technology on their case, Client must do so in writing.

Client understands that if Client's Case proceeds to hearing, court action, arbitration or other proceeding, Client may be required to pay monetary sanctions, attorney's fees, and costs to other parties in the action, or the court. Client shall be solely liable to pay any such award, and Client agrees to pay, indemnify, and defend Attorney against any monetary sanctions, attorney's fees and costs court ordered against Client.

Client acknowledges that Attorney will not notice, schedule or take any deposition, unless client pays the estimated advance cost of the deposition, including the court reporter's fees.

#### **4. METHOD OF BILLING/PAYMENT**

At least once a quarter, I shall send you to your attention a detailed invoice of attorneys' fees and costs, and expenses. The invoice will identify the attorney or paralegal who provided the service, the description of the services, including the dates on which the services were performed, the amount of time consumed, the rate charged for each individual, and the total amount charged for each entry. These invoices will also identify the date, nature and amount of each cost, charge or expense incurred in connection with representing you. Please review your bill carefully, and in the even you have any questions concerning the billing, please immediately email me so that I can clarify the matter expeditiously.

These periodic bills, statements or invoices of attorney's fees, costs, charges and expenses are payable in full upon receipt, but in no event later than thirty (30) days after mailing or emailing. Any bill not paid in accordance with the herein retainer agreement in full within 120 days, shall bear interest at the rate of Ten percent (10%) per annum applied on a quarterly basis on accounts more than 120 days past due. This obligation of payment is unqualified, and is not in any way contingent or conditioned upon any other event or situation such as the client obtaining any recovery or by reason related to this matter.

I will transmit billing statements to you via email at least once per quarter by email to your last known email address, which shall be due and payable in full upon receipt. I will mail billing statements to Client via U.S. Mail *only if* requested in writing by you with a designated mailing address. The charges on each billing statement will be deemed to be valid, earned and fixed unless Client disputes the validity of a charge or charges in writing within **5 days of delivery** of the billing statement. If I do not receive Client's written dispute of a charge(s) within 5 days of delivery of the billing statement, Client agrees that the charges will be deemed to be fixed, which means that Client has no dispute regarding the charges and Attorney shall be authorized to withdraw the fixed fee amount from any funds on deposit in the attorney-client trust account for transfer to Attorney's general operating account as and for payment on Client's account. Client hereby acknowledges that Client has been advised by Attorney to immediately and thoroughly review each billing statement immediately upon receipt.

Credit/Debit Cards and E-Checks. For credit card payments and e-check payments, Attorney will send Client a "LawPay" credit card payment request link by email using the online credit card payment processing company [www.LawPay.com](http://www.LawPay.com) to process the credit card or debit card payment. The e-check payments have no processing fee. Payments made by credit card will include the processing fee charged to my by my card processing company. Currently, there is an additional 2% fee for Visa and MasterCard and an additional 2.5% fee for American Express for payments processed by LawPay. While I accept e-checks, credit and/or debit card payments, or payments made by payment applications, by making a payment by debit or credit card or payment application, you understand and agree that no "charge backs" will be made with your credit card, or payment application, under any circumstances, whatsoever.

Zelle payments. Attorney accepts Zelle payments using my name "Kirk Kolodji" and my email address ([kirk@kolodjifamilylaw.com](mailto:kirk@kolodjifamilylaw.com)) at no cost to the Client.

Other payment methods. Each retainer or bill may also be paid by money order or cashier's check sent to my current mailing address, or wire transfer to my attorney-client trust account. Wiring instructions will be provided upon request, with your responsible for the wire

transfer fee charged by my bank, currently, approximately \$16. I may accept personal checks, but have a \$50 non-sufficient funds charge, if a personal check is not honored by the bank.

If any bill, statement or invoice is not paid in full within thirty (30) days after emailing the billing statement to you, I will not have any further duty to represent you in this matter, regardless of the status of representation, including, but not limited to, the imminence or pendency of any important event, unless repayment arrangements are made. I also reserve the right to terminate our representation upon reasonable notice, if in the exercise of my reasonable discretion I believe a continuation of representation would be unpractical or unethical.

## 5. MUTUAL RESPONSIBILITIES

As previously stated, I will keep you fully informed of all progress and developments and respond promptly to your inquiries and communications in regards to the case or matter subject to this Letter Agreement. You agree to be truthful and cooperative with Attorney, to follow Attorney's legal advice and counsel, to promptly respond to Attorney's messages, inquiries, and requests for information, to keep Attorney informed of any developments in Client's Case, to abide by this Letter Agreement, and to timely pay Attorney's advance fees and advance costs.

You shall keep me informed of your current address, telephone number, and email address. You will cooperate with my by appearing at legal proceedings when requested to appear by me. You are always welcome to, and are encouraged to, attend all court proceedings. You agree, understand and acknowledge that I shall have the right to take all actions regarding your case that I believe to be reasonably necessary to competently represent you. You acknowledge that legal fees and costs, time estimates, and the ultimate disposition of your case may be affected by subsequent your requests, changes in circumstance, changes in governing law, your conduct, your misconduct, the opposing party's conduct, the opposing party's misconduct, and/or a variety of other factors.

It is also important to understand that negative, combative, hurtful, or other derogatory comments sent to the other party (or third parties) via text messaging, social media posts and the like may adversely affect final outcome of your matter regardless of their truth. The opposing party will likely attach the worst text messages, or social media posts in pleadings, and while you will have an opportunity to explain them, the harm may already be done by posting them. Please pause before each text message or social media post and ask yourself whether you would mind seeing it in a pleading filed with the court by the opposing party.

It is imperative that we preserve the confidentiality and privacy of our communications. Please do not include anyone other than personnel in this office on any emails, calls or meetings with us without our prior notice, consent, and guidance. By including a third-party in communications you will 'break' the attorney-client privilege that protects our communications, so please refrain from including third-parties in our communications to keep it intact.

My responsibility does not involve any activity beyond the trial court level, such as writs or appeals to an appellate court, administrative agency or other tribunal. Additionally, our responsibilities does not include evaluating any prior attorney's work for legal malpractice claims. Further, if a judgment is not returned in your favor in the trial court, or if the amount of the judgment is not satisfactory to you, I shall not be obligated to prosecute a motion for new trial without further fee arrangements.



You understand that services required in any subsequent enforcement, modification, or appeal-type proceeding, including requests for extraordinary relief such as appellate writs of prohibition and/or mandate or any proceeding to attack the Judgment or Order, or execution of a Pre-Martial Agreement, are outside the scope this Letter Agreement. The retention of my services in any proceeding to enforce or modify the provisions of any Judgment or Order which may have been obtained on your behalf must be separately negotiated and shall be subject to a separate written agreement.

## 6. CHARGING LIEN

As security for the fees which may be due and owing at the conclusion of my services provided to you, you hereby grant and assign to me a lien on all separation or community property, or cause of action, which may be the subject of my representation. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that I may be able to compel payment of fees and costs from any such funds recovered on behalf of you as our client, even if Attorney has withdrawn or been discharged before the advice of an independent lawyer of your choice before agreeing to such a lien. But initialing this paragraph, you represent and agree that you had a reasonable opportunity to consult such an independent lawyer and – whether or not you have chosen to consult such an independent lawyer – you agree that Attorney will have a lien as specified here.



(Client Initial Here)



(Attorney Initial Here)

## 7. DISPUTES/ARBITRATION

If it is necessary for us to file suit (or Arbitration) for the collection of any sums due under this Agreement, you shall pay reasonable attorney's fees together with Court costs for their collection. Should I represent myself, or retain outside counsel, in said efforts, to the extent allowable by law, you agree to pay the hourly rates charged by Kirk Kolodji, as set forth herein (\$350/hour) for any other attorney, and said fee shall be considered a reasonable fee.

You agree that any disputes between us relating to the interpretation or performance of this agreement, attorney's fees and/or costs, or any dispute regarding the nature and quality of the services provided hereunder, including any claims for damages against Attorney, or the firm, or any of its principals and/or associates, whether on a theory of malpractice, negligence, breach of contract, fraud, breach of fiduciary duty, or otherwise, shall be submitted to binding arbitration in Los Angeles County before a retired family law California Superior Court judge following the procedures set forth in California Code of Civil Procedure sections 1282 and 1286, and/or using the arbitration services provided by Signature Resolution or Alternative Resolution Centers, Inc. ("ARC"). The arbitrator shall be selected by mutual agreement, or the demanding party may select an arbitrator from one of the two arbitration services listed above if that demanding party has provided a list of three retired family law California Superior Court judges to the other side and the responding party has not selected from the list, then the demanding party may select one retired family law California Superior Court judge with either Signature Resolution or Alternative Resolution Centers, Inc.

You recognize that submitting to a controversy such as this to an arbitrator constitutes a waiver of your right to a court or JURY TRIAL as well as the right to appeal the arbitrator's decision, and may also impose certain limitations upon discovery procedures. Despite this fact,



you agree to arbitrate any controversies that may arise between us because of the relative speed and cost savings that often accompanies such arbitration proceedings.

## 8. ADVISEMENT FOR REVIEW OF ESTATE PLAN AND TRUSTS

You may have been advised to immediately prepare or have prepared a current will, a new or revised trust, to change the title of real and personal property, (especially if it is held in joint tenancy) and to change beneficiaries of life insurance policies, retirement and employee benefit plans (unless restrained from doing so) to avoid the automatic transfer of property to the other spouse in the event of death prior to property division in a dissolution matter.

## 9. PROVISIONS RELATED TO DISSOLUTION MATTERS AND JOINT TENANCY

In a dissolution action, I am advising you that pursuant to Probate Code section 78, you will remain legally married unless and until Client's marital status has been terminated pursuant to a court order. As unlikely as it may be, if you should die before your marriage is dissolved, and if you do not have a will, your property interests and estate will pass to your spouse by intestate succession, or outside of probate by contract with a bank/insurance company/etc. or the way title is held, for example with joint tenancy. Similarly, if you should die before your marriage is dissolved, and if you do have a will, your property interests and estate will pass pursuant to your will and corresponding estate plan. Therefore, I expressly admonish you to consult with an estate planning attorney to determine how your property interests and estate will pass in the event that you die before your marriage is dissolved. I am not providing legal representation for these trust, wills or estate-related matters and can refer you to an estate planning/trust attorney upon request.

As applicable, if you hold real property (or other assets) in joint tenancy, please reach out to Attorney within seven (7) days of signing this agreement regarding the following instructions related to joint tenancy. The rules regarding joint tenancy will continue to apply until it is "severed" and the filing for divorce or other family law action will not legally change the joint tenancy status.

- A.  Please sever the joint tenancy on my real property. Attorney can only sever real property in California, and will incur additional expenses for out-of-county recordation. Additionally, for out-of-state real property, Client will need to obtain counsel/assistance in the relevant jurisdiction which cannot be done by Attorney.
- B.  Please do not sever the joint tenancy on my real property at this time. If Client wishes to sever the joint tenancy in the future, Client must contact Attorney to prepare the paperwork for recordation to sever the joint tenancy.
- C.  Either I hold nothing in joint tenancy, or I do not want to make this election at this time, but will inform Attorney in writing at a later time in the event I elect to instruct attorney to sever the Joint Tenancy.

If no election is made, Attorney will deem Client to have selected subpart C above.

If your Case is a dissolution proceeding, then you owe a fiduciary duty to your spouse governing fiduciary relationships which control the actions of persons occupying confidential relations with each other. This confidential relationship imposes a duty of the highest good faith

and fair dealing on each spouse, and provides that neither shall take any unfair advantage of the other. This confidential relationship is a fiduciary relationship subject to the same rights and duties of non-marital business partners. While this duty is mutual, our goal is to protect you from claims that you have violated your fiduciary duty.

For married parties, even after filing for divorce, this fiduciary duty requires you to (1) Provide your spouse access at all times to any books kept regarding a transaction for the purposes of inspection and copying; (2) Render to your spouse, upon request, true and full information of all things affecting any transaction which concerns the community property; and (3) Account to your spouse, and hold as a trustee, any benefit or profit derived from any transaction entered into by you without the consent of your spouse which concerns the community property.

#### **10. DUTY TO PRESERVE EVIDENCE UNTIL TRIAL OR JUDGMENT**

You have a duty to preserve evidence, including preventing auto-deletion of records related to your case through trial and/or judgment. This includes text messages. Do not delete text messages and emails between yourself and the Party in this matter. Electronically Stored Information must be preserved for the duration of your case through trial and/or judgment, or for cases with children, for evidence concerning custody and support (incl. income, records related to visitation schedules, texts and emails between the parties, communications between the parties, social media posts related to custody issues, payment of support, assets available for attorney's fees, etc.), until at least the last child graduates from high school, or for support cases, for as long as the duty to pay support applies. For dissolution actions, all records concerning income, assets and debts must be preserved, including electronically stored information through trial and/or judgment, or as long as spousal support remains at issue. For domestic violence actions, all evidence concerning any intimate partner violence allegation or defense, or anticipated allegation or defense by any party in the case, including text messages, emails, communications, social media posts, pictures, etc. You must preserve the evidence you have concerning any issue upon which you anticipate there to be litigation in the future over.

Immediately back up all of the data you maintain on your computers and devices, and store them in a way that you can retrieve them if requested in this legal action by the other party's attorney in this case. Be careful to not uploading your to clouds accessible by the other side or portable storage devices in places accessible by the other party. Until resolution of the issues in your case, this data must be available for production to the other side upon legal request. In terms of generating new data, be extra careful with your new online posts, texts and emails, as they can be used against you in this action. Be businesslike and professional in all of your communications with the other party, and in all of your online posts. Do not reference this case online, or make any online posts about anything concerning this legal action.

#### **11. NO RESULTS GUARANTEED / RIGHT TO INDEPENDENT REVIEW / ETC.**

You acknowledge that we have completely refused to make any prediction or guarantees, or to make any promises or representations of any kind, with regard to the ultimate outcome of the services I provide, or how long it will take to achieve an ultimate outcome, or as to the total amount of attorney's fees, costs, charges and expenses which will be incurred and which you will have to pay.

Although you may have no present questions concerning the terms and provisions of this Agreement, you are hereby advised that you have the right to consult an attorney of your own choosing before signing this Agreement for legal services.

You also acknowledge and agree that no other representation of any kind has been made by us other than as set out herein, and that you have not relied on any statement or representation not contained herein.

You further acknowledge that no charge can be made in this agreement unless and until it is in writing, signed by you and by us.

I am required by law to inform you that, I do maintain errors and omissions insurance coverage potentially available to cover the services you have asked me to provide pursuant to Business and Professions Code section 6147 and Cal. Rules of Professional Conduct, 1.4.2.(a).

## **12. TERMINATION OF REPRESENTATION**

You have the right to terminate our representation, at any time, with or without cause, and even if you are delinquent in payment of attorney's fees, costs, charges and expenses. At the time of termination of this Agreement, I have the right to keep a copy of the your case file. If at the time of termination of our relationship there is a delinquency in payment of attorney's fees, costs, charges and expenses, I will also have the right to seek and obtain payment of any remaining delinquency by all available legal remedies.

Following the conclusion of my representation of you, you may request your case file; which upon request with sufficient time to prepare it, will be prepared for pick-up by you. Following the conclusion of my representation of you, I will retain your case file for a period of 1 year from the date my services cease, and if it is not picked up by you within 1 year, it will be destroyed. For purposes of interpreting this section, my services will be deemed to cease on the last date upon which a billing entry is made by me on Client's bill for professional services rendered (not costs) under this Letter Agreement. Therefore, absent some other express written agreement between you, and me, I will destroy any files remaining in my possession relating to this representation, if not pick-up up within 1 year of my final billing entry (excluding costs). In the event your file is stored off-site, you agree to pay any retrieval costs in advance, if any.

I may withdraw as your attorney of record with your consent or for good cause. If good cause exists for me to withdraw from your Case, you agrees to voluntarily execute a substitution of attorney form in favor of Attorney which will operate to remove me as your attorney of record in your case. Good cause for me to withdraw from your case includes, but are not limited to, any of the following reasons: (a) Client commits a criminal or illegal act or suggests its commission to Attorney; (b) Attorney discovers Client has used Attorney's services to do a criminal or illegal act; (c) Client insists that Attorney do something that is illegal, unethical, unwise, or against Attorney's better judgment or counsel, or by other conduct renders it unreasonable difficult for the member to carry out the employment effectively; (d) Client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; (e) Client and Attorney do not get along to the point that they no longer trust one another; (f) Client does not communicate via telephone or written correspondence, or fails to reasonably respond to messages, inquiries, voice mails, e-mails, letters or other communications from Attorney relating to Client's Case; (g) Client fails to cooperate with Attorney in any aspect of this Agreement; (h) Client refuses to accept or propose



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a settlement offer which Attorney believes is reasonable; (i) Client refuses to abide by Attorney's advice and counsel; (j) Client misrepresents or fails to disclose material facts regarding Client's Case; (k) An irremediable breakdown of the Attorney-Client relationship occurs; (l) Client's breach of this Agreement or obligation to the member as to expenses or fees; (m) Client's breach of Client's fiduciary duties; (n) Client refuses to pay Attorney's requested advance fee; or (o) Client refuses to pay Attorney's requested advance cost.

In the event Attorney has good cause to withdraw from Client's Case and has requested that Client execute and return to Attorney a fully executed Substitution of Attorney in a form suitable for filing with the Court, and thereafter Client refuses to cooperate in executing and returning to Attorney a fully executed Substitution of Attorney in a form suitable for filing with the Court, Client agrees that Client shall be thereafter solely liable for any and all Attorney's fees and costs unnecessarily incurred by Attorney in filing and appearing on a Motion to be Relieved as Counsel, including all continuances thereon.

Client has the right to terminate Attorney services at any time, for any cause or for no reason at all. Client has the right to discharge Attorney as Client's attorney of record upon notice to Attorney. When Attorney's services conclude, all unpaid fees and costs shall immediately become due and payable by Client to Attorney. Client acknowledges that Client is obligated to pay all outstanding attorney's fees, costs and interest owing to Attorney immediately upon the termination of the Attorney-Client relationship or termination of services under this Agreement.

In the event that Client does not immediately pay all outstanding attorney's fees, costs and interest upon the termination of the Attorney-Client relationship, Attorney shall have the absolute right and is fully authorized by Client to seek payment thereof by filing a motion for attorneys' fees and costs against Client's spouse or opposing party to obtain payment of Client's outstanding fees and costs owed to Attorney (*Borson Motion*). Client agrees and acknowledges that Client's execution of this Agreement constitutes Client's irrevocable consent and authorization to the filing of such a motion (*Borson Motion*). Client agrees that Client shall cooperate and execute all documents necessary for Attorney to properly file a *Borson Motion*, including but not limited to, Client's Declaration and an Income and Expense Declaration. Client agrees to pay all attorney's fees, costs and interest related to the preparation, filing and hearing on such motion. Client agrees and understands that once such a motion is filed, Client cannot settle the Case without a determination of the fee motion by the court or by a separate signed written agreement with Attorney. Client agrees that Attorney shall be given formal notice of all mediations, arbitrations, hearings, conferences, trial setting conferences, settlement conferences and trials (and continuances thereon) wherein attorney's fees and costs are in issue, and that no judgment or settlement may be approved or entered by the Court without the opportunity for Attorney to be heard regarding the payment of Client's outstanding attorney's fees owed to Attorney pursuant to Attorney's *Borson Motion*.

### **13. CLIENT APPROVAL NECESSARY FOR SETTLEMENT**

The Client retains the absolute right to accept or reject any settlement, and any firm settlement must be approved by Client prior to Attorney tendering a firm settlement proposal. With approval from Client, Attorney may inquire as to settlement possibilities on Client's behalf.

### **14. MISCELLANEOUS PROVISIONS**

This Letter Agreement may be modified by subsequent agreement only by an instrument in writing signed by both you and me. You agree that there are to be no additions, strike outs, changes or waivers of any kind whatsoever to this Agreement unless the change is made in writing and signed by both Attorney and Client.

If any term or other provision of this Letter Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner materially adverse to any party.

This Letter Agreement contains the entire agreement between Attorney and Client. No other agreement, statement or promise made on or before the effective date of this Letter Agreement will be binding on Attorney and Client.

This Letter Agreement governs all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this agreement is for reference only. Even if this Letter Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney performed for Client.

This Letter Agreement shall govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performs services hereunder. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. Client affirms that he or she has read, understands and agrees to the foregoing terms and provisions.

Client hereby acknowledges, understands, and agrees that this Letter Agreement is entered into and executed by Client and Attorney in the City of Los Angeles, County of Los Angeles, State of California and that Client's performance under this Agreement shall exclusively occur in the City of Los Angeles, County of Los Angeles, State of California. Client further agrees and consents to personal jurisdiction in Los Angeles County.

Once a trial, arbitration, mediation or other evidentiary hearing date is set, I may require that you pay all sums then owing to me and to deposit the attorney's fees estimated for preparing for and completing the trial, arbitration, mediation, or other evidentiary hearing, as well as the court-imposed fees likely to be assessed.

Please do not hesitate to reach out to me with any billing questions, concerns, or disputes. I only ask that you send these by separate email to me at [kirk@kolodjifamilylaw.com](mailto:kirk@kolodjifamilylaw.com), separate from any litigation or legal related communications, which will be addressed at no charge to you.

If these arrangements are not acceptable, please indicate your approval in the appropriate space on the enclosed copy of this Letter Agreement by initialing, signing and dating it where indicated and returning it to me.

If, at any time, you have any questions concerning our representation and other matters, please do not hesitate to call me do discuss these questions with you. But email is by far the most effective communication for routine matters.

KK

*Letter Agreement with Kirk A. Kolodji, Esq.*

*Re: NUHA SAYEGH*

*October 6, 2025*

It is of paramount concern to me that you, as my client, are satisfied with my services and the fees charged for rendering those services. I look forward to working with you.

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**THE FOREGOING LETTER AGREEMENT HAS BEEN READ AND UNDERSTOOD  
AND HAS BEEN ACCEPTED AND AGREED BY THE UNDERSIGNED.**

Very truly yours,

KOLODJI FAMILY LAW, PC

10/06/25   
KIRK A. KOLODJI, ESQ. (Attorney)

**THE FOREGOING LETTER AGREEMENT HAS BEEN READ AND UNDERSTOOD  
AND HAS BEEN ACCEPTED AND AGREED BY THE UNDERSIGNED.**

I AGREE TO BE BOUND BY ALL OF ITS TERMS AS OF THE DATE ATTORNEY FIRST PROVIDED LEGAL SERVICES. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS LETTER AGREEMENT REVIEWED BY INDEPENDENT COUNSEL.

I, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT WHICH HAS BEEN SIGNED AND DATED BY ATTORNEY.

Dated: 10-06-25

By:   
NUHA SAYEGH (Client)