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**WESSELS**  
**LAW OFFICE LLC**  
ELDER & SPECIAL NEEDS LAW

## WESSELS LAW OFFICE LLC

### EXPLANATION OF FEES AND COSTS; OFFICE POLICIES

#### Benefits Consultation and Services related to personal injury matter

**The firm that is representing you on a personal injury (PI) matter has recommended that you consult with us about how the receipt of any settlement or award from your PI case might affect your benefits, and what your options are. Our fee is not part of the fee arrangement you signed with your PI attorney. Our fees are separately charged.**

#### **FEES AND COSTS:**

1. **Initial Consultation:** Our fee to consult with you on your matter is billed at the rate of \$275-\$375 per hour, which is an hourly rate described in Section 3 below.
2. **Flat Fees.** If we have agreed on a flat fee, that fee includes all services for the representation described in our engagement letter to you. To create a WisPACT pooled trust, we charge a flat fee of \$2000. Fees for a privately-drafted special needs trust will be explained to you at the time we discuss that option.
  - a. **WHAT IS INCLUDED:** the \$2000 flat fee for a WisPACT trust includes the drafting and execution of all trust documents, and a meeting to complete the signing of the paperwork.
  - b. **WHAT IS NOT INCLUDED OR MAY BE CHARGED IN ADDITION:** Our flat fee does not include any fees charged by WisPACT to open and maintain the account. WisPACT will bill those separately. Our office may separately bill the following items: time to prepare a Medicaid Disability Application if that is required; time spent to prepare for court or appear in any court proceedings if court permission is needed to create the trust; time to make required reports to Medicaid or Social Security; and time to represent you further on your Medicaid or Social Security case. Travel time and expenses will also be billed separately at the hourly rates listed below.
  - c. **SCHOLARSHIP:** In some cases, WisPACT offers a scholarship where some or all of the fees you pay to create the trust will be reimbursed by a deposit into your trust fund, about a month or so after it is created. While this is not a guarantee, we can give you information about whether we believe you qualify when we have our meeting.

- Hourly Fees.** If we have agreed to hourly fees, fees will be charged on an hourly basis at the rate of \$275-375 per hour for attorneys, \$170 per hour for paralegal services, and \$120 for legal assistant services. You will be billed in one-tenth hour (.1) increments with a minimum of two-tenths (.2 = 12 minutes) of an hour for any day on which work is performed on the file. Fees will be charged for all attorney and staff time spent on the representation, including conferences in person and by telephone, correspondence by letter or e-mail, telephone conversations, research, analysis, preparation and review of documents, court time, travel, and any other activities related to the representation. This includes time spent due to the actions of third parties related to the case. For example, if you have authorized us to communicate with your agents or family regarding this case, when they call us, that time will be billed to you.

Hourly rates are periodically increased. We will provide you with written notice of any increase at least one billing period in advance.

- Costs and Disbursements – All Cases.** Costs will be charged in addition to hourly fees. Costs may include filing fees, court fees and costs, process service fees, fax at \$1 per page, long distance telephone calls, parking, postage, internet research charges, mileage at the IRS rate, express delivery, and any other out-of-pocket charges.
- Statements and Payment – Hourly Fees.** Detailed, itemized statements will be sent on a regular basis, and payment is due on receipt, payable by check, cash or credit card unless you have agreed that the fees will be paid from your settlement, described below. Any funds in trust will be applied to the bill. Failure to pay as agreed may provide grounds for Wessels Law Office LLC to withdraw from further representation. You agree that if we submit your bills to WisPACT for payment from your trust funds, or to your PI attorney, we may disclose sufficient details regarding our work for you so as to support our bill. This does not constitute a waiver of the attorney-client privilege for any other purpose.
- Payment from your PI settlement / award:** If you agree, our fees will be paid out of the portion of your PI settlement or award that is payable to you. We will submit a bill to your PI attorneys and you agree that our bill can be paid immediately from the proceeds of your case. Please initial below if you agree that our fee will be paid out of your settlement or award. Any fees not covered under this agreement will be billed to you.

\_\_\_\_\_ (Initial) I agree that the fees payable to Wessels Law Office LLC may be paid directly from my share of the proceeds of my personal injury case.

- Fee Advance.** Fee Advance. If you or the personal injury law firm representing you have provided a fee advance, this fee is paid in consideration of our agreement to act on your behalf, the anticipated time that will be involved, and in order to ensure the continued availability of our services. Any advanced funds shall be held in the Firm's Client Trust Account. The work that we do on this case will be applied at our hourly rate against this advance fee until our hours on the case go over that amount. At that point or shortly before that amount is reached, we will let you know whether we will need another payment in advance. We may or may not choose to request a further advance payment at that point depending on the difficulty of the case and the amount of work remaining. If we do not require an additional advance, we will simply send you regular bills for the continuing service that you will need to pay.

**Funds held in client trust account may be applied immediately to invoices as they are sent.** Any amount that remains in this advance when this matter is closed will be either: a) applied to any other outstanding bills you have with our office, or b) refunded

to you if you have no other outstanding bills with our office. If you dispute an invoiced amount to be transferred from trust, please notify us in writing as soon as possible and let us know why you dispute the amount. We will attempt to resolve any dispute with you. Disputed amounts will be returned to your trust account until the dispute is resolved.

#### **FILE STORAGE AND RETENTION:**

Your case file and documents are currently retained in “cloud-based” storage on the internet. We will retain your file for 7 years after the work is completed on your matter. Files may be retained in physical or electronic format. Due to onsite storage limitations, it may be necessary to store your file offsite. If we do this, and you request us to retrieve your file, we reserve the right to charge the associated costs of retrieval. We will not charge you for the storage costs themselves. After 7 years, your file may be destroyed without further notice.

You have the option of taking your file when your matter is closed. If you would like to do this, let us know. Please be advised we do not keep a duplicate copy of the file and will not be responsible if the file is lost or destroyed when you have taken it.

#### **COMMUNICATION AND RELEASE OF INFORMATION:**

You agree that we may communicate with your personal injury attorneys and that both firms can exchange information needed so that we can provide assistance to you, including but not limited to medical information, financial information, and information about benefits you may be receiving.

We communicate with our clients in person, by phone, email from our office web address, and mail. We do not communicate on case related matters through social media such as Facebook or Linked In, or text. We may occasionally use a text for the purpose of logistics if we are meeting you somewhere such as the courthouse, and cannot make a call. We strive to return all communication within 1-2 business days.

#### **CLIENT PORTAL:**

Our cloud-based case management service, ACTIONSTEP, has a client portal service. If your case is appropriate for this service, you will be sent an email giving you login information to see documents, send and receive messages, and pay your invoices. We will need an email address to make this service available to you. When possible, client copies of correspondence and case related documents will be uploaded to this portal instead of being mailed. If you prefer to always receive a mailed copy, please let us know.

#### **FEEDBACK:**

We appreciate customer feedback. Please let us know if you have any suggestions for improved or different services.

**Thank you for your business!**

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I have read and understand this explanation of fees and costs. If I agree to have my fees paid out of my PI settlement, I have initialed in Section 6 above.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

If you are the guardian or power of attorney for the person whose benefits are involved, please check here:

\_\_\_\_\_ I am the guardian / power of attorney for : \_\_\_\_\_  
(Name of person involved.)