

ECKART WOSTMANN WIESE, LLC

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Attorney-Client Fee Agreement

I, _____, hereby retain the law office of Eckart Wostmann Wiese, LLC (hereinafter "Attorney") to represent me regarding: **Unemployment hearing and related work associated with preparing for and representing client at hearing. This fee agreement covers one hearing with the Office of Administrative Hearings and one hearing only. This fee agreement covers only one case number, to be provided to the attorney once this agreement is signed.**

1. **Flat Fee Agreement.** I agree to pay Attorney a flat fee in the amount of \$ 500.00 I understand that the Attorney has not accepted my case and will not act as my attorney until I have signed this agreement and paid the fee. **This flat fee is earned when paid does not go into a Client Trust Fund. This fee is refundable up until a notice of representation has been filed with the Office of Administrative Hearings. After that point, this flat fee will be pro-rated if the attorney is discharged. The rate at which the attorney earns an hourly fee is \$200.00 and is billed in .25 increments. If I discharge the attorney, I will receive a bill for the amount of hourly work the attorney has spent on my case and I will receive a refund, if any, after that bill is satisfied.**

3. I understand that my understanding of my case might be substantially different than the legal status of my case. I understand that something that I might think is a simple legal matter might, in fact, be a complex legal case. Further, in cases regarding the Employment Department, is highly likely that I might have more open case numbers than I realize. In these instances, the flat fee or the retainer may be raised after having a conversation with the Attorney.

6. I understand and agree that the Attorney may utilize a paralegal, law clerk/law student, or another attorney as well as a support staff in this matter and that such division of labor is made to be cost effective to the Attorney and to reduce legal fees for my benefit. The rate for using an attorney not licensed to practice law in Oregon (or an attorney who provides legal research and writing services on a contractual basis) is **\$80 per hour**. In the case that this is a flat fee agreement as outlined in Sec. 1 of this agreement, the Attorney will pay for these services if the Attorney chooses to utilize them I understand that if an associated attorney works on my case, that attorney is bound by the same Rules of Professional Conduct and attorney-client privilege that my Attorney is bound by.

By signing this agreement and my initials below, I am giving my informed consent that my Attorney may “fee share” (use funds deposited by me in the Client Trust Account or a portion of the flat fee I paid) with the associated attorney working on my case, pursuant to ORPC 1.5(d)(1).

If at any point the cost of the associated attorney exceeds the rate of \$200.00 per hour, or if I request that more than one attorney represent me simultaneously (compounding the hourly fee), I will be asked to sign an additional fee agreement with those terms specifically stated.

_____ **CLIENT INITIALS**

7. I agree to pay the Attorney, in addition to any fee charged, all out of pocket costs incurred by the Attorney on my behalf or in connection with my case. I understand I am liable for all fees charged by other professionals for work on my case. I will pay those fees as agreed and the Attorney is not liable as my agent for those fees. I understand that before extraordinary costs and fees are incurred, I will be notified by the Attorney. The Attorney will notify me before she incurs an expense on my behalf that is greater than \$50. I understand that failure to agree on costs deemed necessary by the Attorney may result in withdrawal of the Attorney as counsel.

Customary costs are as follows: Copies: \$.25 per page, Fax: \$.05 per page, returned funds (including bounced checks and charge backs on credit cards): \$50.00 fee, file retrieval: \$25.00, postage, prevailing rate.

9. I agree to submit to the Fee Arbitration Panel of the Oregon State Bar any dispute between the Attorney and me regarding the amount or reasonableness of any legal fee imposed by the Attorney. I agree to be bound by the results of said arbitration.

10. I understand the Attorney will use best efforts in representing me. The Attorney has given me no assurances regarding the outcome of matters being handled except that it is impossible to determine in advance the amount of time which will be needed to complete my case

11. I agree to fully cooperate with the Attorney and others working on my case. I will keep the Attorney advised of all matters which may have a bearing on my case, be truthful with the Attorney at all times, follow through with appointments, give depositions, produce documents, respond promptly to its letters, appear for scheduled court appearances, and keep the Attorney informed of any change of my address or telephone number or employment within five days of the change.

I further understand that certain behavior may cause the Attorney to withdraw from my case, including but not limited inappropriate behavior, threats to the physical safety of others or the Attorney and inappropriate overtures towards the Attorney.

12. I agree that the Attorney will not be obligated to complete work on my case and may withdraw as my counsel at any time if I fail to comply with the exact terms of this agreement. I understand the Attorney will send written notice of intent to withdraw to my last known address and need give me no other notice. If I fail to appear to any given court date, I authorize the Attorney to exercise discretion and proceed in whatever manner she sees fit including but not limited to the last known instructions given by me.

13. I understand I may discharge the Attorney at any time upon telephone notice followed by a written, signed notice from me or my new attorney. I understand that if I have court action pending, the Attorney is not obligated to withdraw to the detriment of that pending action until I have delivered the written notice; or until the Attorney receives notice from new counsel.

14. I agree the prevailing party shall be entitled to recover collection costs and attorney fees incurred in the trial and the appeal of any suit or action filed to enforce the provision of this agreement, including arbitration hearing. The prevailing party should be allowed to recover as part of any judgment a sum sufficient to compensate the prevailing party for any attorney fees which may be incurred after entry of judgment to collect said judgment from the non-prevailing party. I agree that if a collection matter is begun to enforce this agreement that jurisdiction is to be with the Lane County Courts.

15. I agree that failure to strictly enforce the terms of this agreement by the Attorney shall not be deemed a waiver of any provision and shall not limit its right to enforce any provisions, nor shall any waiver by the Attorney of any breach of any provision constitute a waiver or prejudice its right to otherwise enforce or demand strict performance of any provision of this agreement.

16. I acknowledge the Attorney has informed me this is a contract and that it may be reviewed by another attorney before I sign it, and that I did not sign this agreement under any duress. I understand that this agreement was drafted by an attorney and favors her in every possible instance. I have read the agreement and agree to its terms and conditions stated. There are no verbal agreements between client and attorney modifying or expanding the terms of this agreement. _____ **Initial Here**

17. I understand that maintaining my file is my responsibility. The Attorney will maintain a copy of my file for 10 years and thereafter, my file will be destroyed. After 10 years, if I do not contact the Attorney to update her with my address and contact number, I understand the file will be destroyed without further notice. I will receive copies of all documents sent and received on my file. I will have any original documents provided to the Attorney returned to me at the time I provide them to the Attorney or at the end of my matter. If, at any time, I request copies other than during my case, or if I terminate the services of the attorney, I understand that a fee of \$25.00 for fee retrieval shall be charged, as well as copy and postage. This fee will be paid in advance of providing an additional copy of the file. I understand these charges will be incurred specifically because I have been provided with copies all of documents provided to the Attorney, all document received by the Attorney, and all correspondence related to my file.

Client:

DATE

By: Ashlee Rochelle Wiese

DATE