

Representation and Fee Agreement

Westmont Law Offices, S.C.

Client: _____

Matter: _____

Date Retained: _____ Initial Retainer: \$ _____

Responsible Attorney: Ruth Westmont Hourly Rate: \$300.00

Westmont Law Office, S.C., Attorneys at Law (hereinafter "Attorneys"), is engaged to represent the above-stated client (hereinafter "Client") in connection with the matter described above. Attorneys may retain associate counsel, experts, accountants, or investigators to protect Client's interests. Fees charged by associate counsel, experts, or investigators retained by the Attorneys shall be treated as expenses to be paid by Client on demand by Attorneys. Attorneys will consult with client before retaining outside counsel, experts, or investigators.

1. **Fees for Service.** Client agrees to pay the Attorneys hourly fees at the rate of \$300.00 per hour.

It is understood that Attorneys will bill Client for work that includes, but is not limited to, the following: office conferences, telephone conversations, court appearances, reading and writing correspondence, preparing and reviewing pleadings and documents, analyzing financial records and reports, and travel to and from court or other destinations associated with this representation.

I understand that I will not be represented on a fixed-fee basis. Any quoted figures for the total cost of services are merely estimates. My Attorneys have made no promise or guarantees to me regarding the outcome of my legal action.

2. **Disbursements.** Client agrees to pay on demand any actual costs or disbursements incurred or advanced on Client's behalf, such as travel, mileage, parking, photocopies, telephone calls, process service fees, court reporter fees, postage, witness and subpoena fees, filing and court fees, etc.

Should my Attorneys need to depose any opposing party or witness in my case, I will deposit the amount of \$500.00 into my Attorneys' trust account to be applied towards all costs and

fees of doing so at least seven (7) days prior to the scheduled deposition. Any amount which remains shall be credited towards my outstanding interest, costs or attorneys' fees, or applied towards future charges.

- 3. Retainer and Payments.** Client agrees to pay the above-stated initial retainer on execution of this Agreement as an advanced fee for legal services of Attorneys. Advanced fees will not be placed in Attorney's trust account. Advanced fees will be placed in Attorney's business account and the advanced fee sum of the above-stated initial retainer will serve as advanced payments for the allotted time of legal services in this matter. After Attorneys have provided legal services for Client, Attorneys will provide client with a written accounting of such time. Attorneys are obligated to refund any unearned fees at the conclusion of the representation. Client hereby consents to Attorneys placing advanced fees in Attorney's business account.

At the conclusion of the representation, Attorneys will provide Client with a written accounting of all fees and costs incurred in the matter, or an accounting of fees and costs incurred from the date of last billing statement sent to Client, and a refund of any advanced fees that have not been earned or advanced costs that have not been used. If Client disputes Attorney's determination as to what amount, if any, must be refunded to Client, Client must provide Attorneys with written notice of the dispute within 30 days from the date of the final accounting. If the dispute cannot be resolved within 30 days, Attorneys will submit the dispute to binding fee arbitration through the State Bar of Wisconsin Fee Arbitration Program. The State Bar's Fee Arbitration Program may be contacted c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or by phone at (800) 728-7788. Client is not required by this agreement to participate in fee arbitration and may pursue a dispute of Attorney's fees in other appropriate forums. Further, if Attorneys fail to refund unearned fees, abide by a fee arbitration award, or abide by a final decision of a court with respect to unearned fees, Client may file a claim with the Wisconsin Lawyers Fund for Client Protection to recover such amount. The Wisconsin Lawyers Fund for Client Protection may be contacted c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or by phone at (800) 728-7788.

Client is hereby notified that Attorneys reserve the right to require additional fee and cost advances during the representation.

- 4. Interest.** STATEMENTS FOR SERVICES, COSTS, AND DISBURSEMENTS ARE DUE AND PAYABLE WITHIN TWENTY (20) DAYS OF RECEIPT OF STATEMENT FROM

ATTORNEYS. Client agrees to pay Attorneys compensation as the case progresses. Failure to make payments as agreed may provide grounds for Attorneys to withdraw from further representation of Client. Fees and costs that are not paid within twenty (20) days will be subject to a one percent (1%) monthly, twelve percent (12%) yearly interest charge on any unpaid balances.

5. **Monthly Invoices.** I will be provided with an itemized statement of all fees and disbursements which I incur each month. I understand that I have ten (10) days after first receiving each monthly invoice to make an objection to the itemized fees and costs as reflected. If I make no objection to the itemized fees and costs as reflected, I consent to the correctness of the account and agree not to contest said fees and costs at a later date.
6. **Default.** My failure to comply with the payment terms as outlined in this agreement constitutes a default. If I do not cure the default within ten (10) days of receiving written notice of the default, I understand that my Attorneys may withdraw from further representation of me. In that case, I will be responsible for all fees and costs my Attorneys incur in terminating their representation of me.
7. **Discharge.** It is mutually agreed that I may discharge my Attorneys at any time upon written notice, provided that my Attorneys shall have the right to a lien until any outstanding attorneys' fees and disbursements have been paid. Likewise, I understand that my Attorneys have the right to withdraw from my case at his or her discretion. I understand that I remain responsible for the payment of all fees and disbursements incurred in the matter up to the date of discharge or date of withdrawal, including the time required to turn over file(s) and other information to me or my substitute counsel and for the time and costs if my Attorneys must proceed to court to obtain permission to withdraw.
8. **Retention of File.** My Attorneys agree to store a copy of my file at no charge to me for a period of seven (5) years after completion of my legal matter. Should I not contact my Attorneys in writing requesting that my file be not destroyed, I consent to my Attorneys destroying my file after a period of seven (5) years from the completion of my legal matter. I understand that it is my responsibility to contact my Attorneys in writing to prevent my file from being destroyed.
9. On conclusion of this legal matter and final billing of Client's account, payment must be made in full within thirty (30) days of receipt of Attorney's Billing Statement.

10. This agreement does not cover or apply to the filing of, prosecution of, or defense of an appeal, in which situation a new representation and fee agreement must be executed.

I HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

By: Westmont Law Offices, S.C.

Date: _____

Client: _____

Date: _____

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