



Attorney Ryan R. Graff 920-645-6227 | rgraff@mgwlawwi.com

Ingrid Hintz 920-645-6230 | ihintz@mgwlawwi.com

### **GENERAL FEE AND ENGAGEMENT AGREEMENT**

1. The Cove of Lake Geneva, LLC (hereinafter “The Client”), hereby agrees to retain the law firm of MGW Law, LLP (hereinafter “The Firm”), as my attorney, to represent it in Eastern District of WI Case No. 23-CV-01641, Travelers Property Casualty Company of America v. The Cove of Lake Geneva, LLC, et al. I agree that The Firm has not made any promises or guarantees regarding the outcome of this matter.

2. Attorneys will be billed at \$350.00 per hour for all time spent on handling this case. The Client will pay a retainer fee of \$10,000.00.

3. The Firm will incur various costs in performing legal services under this Agreement. I have been informed and agree that I am responsible to pay for costs and disbursements including, but not limited to: postage, photocopying, mileage, parking, transportation, lodging, meals, investigation expenses, medical or other record fees, telephone tolls, expert fees, witness fees, court reporter fees, court costs and filing fees, etc. The Firm may, but is not obligated to, advance these and other costs he believes are reasonable and necessary for preparing and presenting any claim. Advanced costs will be paid by the Client.

4. I understand that settlement shall not be made without my approval.

5. I understand that I have the right to discharge The Firm for any reason, at any time, however, I will remain liable for all fees, costs, expenses, and disbursements.



6. I understand that The Firm may withdraw from representing me if I fail to make timely payment or do not provide other forms of security satisfactory to The Firm for payment of their fees, or the costs, expenses, or disbursements as outlined in paragraph 3; if I misrepresent or fail to disclose material facts; or if my conduct renders it unreasonably difficult for The Firm to carry out their duties under this Agreement effectively. Notwithstanding The Firm's withdrawal, I will remain liable for all fees, costs and expenses actually incurred under this contract and will make payment in full. Further, I agree that I will execute the necessary documents to permit The Firm's withdrawal, if necessary.

7. I understand that The Firm may withdraw if they believe my case lacks merit or is not fiscally responsible to pursue.

8. Unless previously terminated, The Firm's representation will end when The Firm sends a final bill for costs and disbursements in this matter.

9. I understand that portions of the case file are my property and that I may request such items from The Firm at any reasonable time, including after The Firm ceases representation up until the time when the file is destroyed. In the event I request that The Firm transfer possession of my case file to myself or a third party, The Firm is authorized to retain copies of the case file. I further agree that I will be responsible for any costs which may arise from the provision of these items including, but not limited to postage, copying fees, and costs of storage devices (i.e. CD's and USB drives).

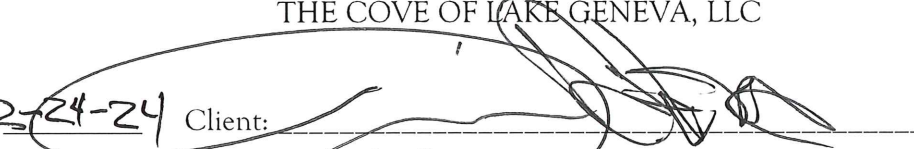


10. I understand that, due to space limitations, it is The Firm's policy that files be stored in our storage area for one (1) year after conclusion of a particular matter. After one (1) year, the file is ordinarily destroyed. If I should desire a copy of the file, or any part of it, after the conclusion of this matter, it is my responsibility to make a specific written request for those documents within that one (1) year period. If no such request is made, the file may be destroyed after one (1) year in accordance with firm policy.

I have read and a representative attorney from The Firm has explained the above ten points of this Agreement and I understand the same. I understand that this Agreement represents the entire fee arrangement between us and The Firm.


I have received a copy of this contract.

THE COVE OF LAKE GENEVA, LLC

Dated: 2-24-24 Client: 

Jim Patera

MGW LAW, LLP

Dated: 2/20/24 Attorney:   
Ryan R. Graff