



**OHANESSON & EASH, P.C. LAW FIRM
ATTORNEY-CLIENT FEE AGREEMENT**

OHANESSON & EASH, P.C. through Attorney Brendon E. Eash ("Attorney") and a company titled _____ ("Company") with their agent _____ ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4 if applicable; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect as of the date of this Agreement.

2. SCOPE OF SERVICES AND ATTORNEY'S DUTIES

Client hires Attorney to provide legal services in the following matter: **REGISTERED AGENT SERVICES – New Case Service if Needed – Agreement for Update Charges** (Cause No / Type of Case) Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions so long as no other provisions of this agreement are breached. This Agreement does not cover representation on appeal or in collection proceedings after judgment or proceedings regarding renewal of a judgment. A separate written agreement for these services or services in any other matter not described above will be required. Attorney is representing Client only in the matter described above.

3. CLIENT'S DUTIES

Client agrees to be truthful with Attorney and not withhold information. Further Client agrees to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims.

4. RETAINER FEE – PAYMENT INFORMATION

Client agrees to make payment in amount of **\$50.00**. If while Brendon E. Eash, Attorney at Law is the Registered Agent any work which requires Attorney to acknowledge service of process or update client paperwork, the Client agrees to make payment within 30 days after notification of charges.

Client agrees that Attorney's right to recover fees and costs from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed 5 days after the date a bill is sent to Client. Client authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay Attorney's fees and costs 5 calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within 3 days of sending the bill, Attorney's right to withdraw the amount that is identified in the objection shall be deemed to be disputed, and Attorney will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than 14 days after the date the bill is sent and after the funds have been withdrawn, Attorney will not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.

Client agrees to pay all deposits after the initial deposit within 7 days of Attorney's demand if billing so requires. In the event there is any money from any deposit remaining in Attorney's Client Trust Account after Attorney's final bill is satisfied, that money will be promptly refunded to Client.

Whenever the deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$2000.00 at any time before a trial date is set. Once a trial date is set, Client will pay all sums then owing and deposit the Attorney's fees estimated to be incurred in preparing for and completing the trial, as well as the jury fees, expert witness fees and other costs likely to be assessed. Those sums may exceed the maximum deposit. All unused funds will be returned to client within 10 days of the termination of representation excluding the reasonable value of the work provided up to that point.

5. LEGAL FEES AND BILLING PRACTICES

If it is determined that the initial advance deposit is not adequate to pay for services, Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Attorney \$300/hour
Attorney Travel / Representation out of Elkhart County - \$400/hour
Law clerks/Secretary Work - \$90/hour

The following provides an idea of the time required for certain tasks that the Attorney may complete on your case, and you should expect the following hour totals for the coinciding tasks. The hours below are just an estimate and may fluctuate based on travel time or other factors. They are merely provided to give you an estimate for your case in terms of your overall cost and what to expect.

Initial Filing - 4.0 Hours

Hearing in Court – 3.0 Hours (plus travel time if outside Elkhart or LaGrange County)

Zoom Court Hearing – 2.0 Hours

Phone Calls / E-mails / Texts with Client or Opposing Attorney – billed based on time spent with minimum charge per occurrence – 15 minutes.

(a single text message will not always warrant a charge, but excessive texts where Attorney is spending time responding will be treated the same as in person meetings or a call over the phone)

Full Day Trial – 8.0 Hours plus travel time

Preparation for Trial – 4.0 Hours or Time Spent

Mediation – 4.0 Hours or 8.0 Hours

Update of Minutes for Corporations - \$100.00

*Contract Updates or New Agreement Write Up - \$250.00 - \$1000.00 depending on type of document needed. ** Attorney reserves the right to convert to hourly billing rather than flat rate if it appears to be a more in depth document.*

The rates on this schedule are subject to change on 30 days written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of Indiana and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent.] Time is billed in minimum increments one-fourth (.25) of an hour. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

6. COSTS AND OTHER CHARGES

(a) Attorney will incur various costs and expenses in performing legal services under

this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, translator/interpreter fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, GAL appointment, mediator, arbitrator and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – Current mandated RATE cents per page; (3) facsimile charges – .20 cents per page; (4) postage at cost; and (5) computerized legal research at cost.

- (b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel. Client will also be charged 100% of the hourly rates for the time legal personnel spend traveling.
- (c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.
- (d) Attorney will obtain Client's consent before incurring any costs in excess of \$1000.00 for one occurrence.

7. OTHER FEES AND COSTS

Client understands that if Client's case proceeds to court action, the court may award attorney fees as well as some or all of the type of costs enumerated in Paragraph 6 above to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

8. BILLS

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within 20 days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by

Attorney and to promptly communicate any objections, questions, or concerns about their contents

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of Indiana and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

11. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately. Failure to make payment in the agreed amounts in this retainer agreement will be just cause for Attorney withdrawing from representation. Client agrees to represent herself in this matter if payment is not made after request within 7 days.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 3 year after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 3 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file at Attorney's expense. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the Indiana Rules of Professional Conduct.

12. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will

not be construed as promises or guarantees. Any deposits made by Client, or estimate of fees given by Attorney, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

13. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to Indiana Rule of Professional Conduct 1.4.2(a), I am informing you in writing that I have professional liability insurance.

14. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

16. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

17. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

18. EFFECTIVE DATE

This Agreement will govern 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 Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

19. ELECTRONIC SIGNATURE

The client also agrees to submit a photo of their signature to be used electronically on any documents submitted to the court. Attorney will at all times obtain written consent and approval for court documentation prior to submission with electronically imposed signature. Client agrees to hold harmless Attorney against any claims that signature was not approved when sent to the court, and that text messages and e-mails are considered adequate for writing purposes to approve document submission. In the event that the Attorney cannot reach Client and a matter is of urgent nature, client agrees that Attorney may use their best judgment in sending in documents without

express approval when deemed appropriate by Attorney.

20. SEPARATE LEGAL ENTITY

The client agrees that he/she has been notified that OHANESON & EASH P.C. is forming this agreement through the agent Brendon E. Eash, Attorney at Law. No other attorneys work for OHANESON & EASH, P.C. EASH LAW P.C. is the parent corporation D.B.A. OHANESON & EASH, P.C. and is not affiliated in any way with GRABER LAW FIRM or any attorneys that worked at GRABER LAW FIRM previously. If client previously retained GRABER LAW FIRM or any other attorneys, client agrees to hold harmless EASH LAW, P.C. D.B.A. OHANESON & EASH, P.C. for any issues arising out of or relating to the representation provided or legal services rendered by GRABER LAW FIRM or the agents thereof.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

DATED: _____

Signature

Printed Name of Agent

Company Name

Brendon E. Eash, Attorney at Law

Ohaneson & Eash, P.C.
114 S. Main Street
P.O. Box 58
Middlebury, IN 46540
(574) 825-9665

ELECTRONIC SIGNATURE BOX

Please sign your name below completely within the box so that the same can be used to sign forms to the court. All forms will be sent to you first for prior approval prior to your name being superimposed onto the form.

