

O'BRIEN, BARTON, WIECK & JOE, PLLP

ATTORNEYS AT LAW

O'BRIEN PROFESSIONAL BUILDING

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ARAG CLIENT FEE AGREEMENT

The following is a Fee Agreement between _____, as Client, and O'Brien Barton Wieck & Joe, PLLP, as Attorneys, employed on Client's behalf in a matter, described as follows:

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1. **THE CLIENT IS PERSONALLY RESPONSIBLE FOR PAYMENT OF LEGAL SERVICES.**
 2. **Client is a member of the ARAG prepaid legal services program. Client is responsible for insuring that legal services are covered under their ARAG plan. Attorney will attempt to seek payment for legal services from ARAG. However, if the services are not covered under Client's ARAG plan, Client is personally responsible for payment.**
 3. **The responsibility to provide legal services will be accepted and work will begin when the Attorney receives:**
 - a. **a completed ARAG Claim form,**
 - b. **signed Fee Agreement for ARAG Client, and**
 - c. **\$30 as an initial cost retainer***
 4. Any legal services not covered under the Client's ARAG plan will be paid on an hourly basis pursuant to the hourly rates being charged by the firm at the time the fees are incurred. These rates are periodically reviewed and changed. Currently, the discounted hourly rate for clients under the ARAG plan \$168.75 per hour. The Attorney may attempt to require another party to pay Client's attorney's fees as may be allowed by law; however, Client understands that Client shall remain responsible to the firm and the attorney for the payment of all fees and costs billed to Client. Paralegals are billed at the rate of \$80.00 per hour, legal secretaries at the rate of \$60.00 per hour.

***An additional cost retainer may be billed if the initial \$30.00 cost retainer is exhausted, or litigation commenced.**

5. The aforementioned hourly rates will apply to all legal services rendered, including, but not limited to the following:
 - 1) Review and/or preparation of documents;
 - 2) Telephone conferences with Client, attorneys, and other persons;
 - 3) Negotiations;
 - 4) Court time; and
 - 5) Travel time.
6. Client will be billed based on the applicable hourly rate in fifteen-minute increments. THIS SHALL INCLUDE TELEPHONE CONSULTATIONS.
7. Upon receipt of the monthly billing from the Attorney, Client shall pay said billing within ten (10) days of receipt. A finance charge will accrue on the unpaid monthly account balance at the rate of one percent (1%) per month (12% annual percentage rate). Balances will be considered unpaid 30 days after the date of the billing.
8. Client agrees to pay all costs incurred on his or her behalf in connection with this matter. Client authorizes the Attorney to engage and make use of accountants, appraisers, or other experts deemed by the Attorney to be necessary in rendering said services to the Client, but the Attorney shall not engage such services without Client's prior approval. Costs may include such other expenses as filing fees, service of process, photocopying, long distance telephone calls, postage, experts, and other expense items necessary for Client's case.
9. Client agrees to pay a reasonable attorney fee and costs of collection in the event that any action is necessary to collect any fees, costs or disbursements through a collection agency or otherwise. Client consents and agrees to venue in the King County District Court, Issaquah Division, or the King County Superior Court of the State of Washington, as appropriate.
10. Client agrees that his or her failure to comply with this agreement will be grounds for Attorney to withdraw pursuant to the Rules of Professional Conduct No. 1.15 (b)(4) (permitting an attorney to withdraw from matters if the Client substantially fails to fulfill an obligation to the attorney regarding attorney's services, and the attorney gives the Client reasonable warning that the withdrawal will occur unless the obligation is fulfilled).
11. In the event of termination of this Agreement by Client or Attorney, it is understood and agreed that all charges and costs previously incurred will immediately be paid in full by Client.
12. Client gives and grants unto Attorney a lien on any and all causes of action, proceeds and judgments for sum due attorney for fees, costs and disbursements. Client authorizes Attorney, with full power of substitution, to act for the undersigned in the undersigned's name, including, without limiting the generality of the foregoing, authority to receive any monies or other property to which Client is entitled and this Agreement shall operate as an assignment to the Attorney (to the extent of any obligations to the Attorney), of any money, property, judgments, or the proceeds thereof, to which the undersigned Client may be entitled.
13. Client acknowledges that the Attorney can make no guaranty of a successful result; that

the Attorney will use the best effort on Client's behalf and handle the matter responsibly. The Attorney may render an opinion as to the success or failings of the matter, but such opinion shall not be a guaranty. The Attorney shall not settle or compromise any matter without Client's consent.

14. Client, upon request, shall submit an additional advance fee deposit to be negotiated with the Attorney thirty (30) days prior to the date of trial or settlement conference, should the matter progress to that point. Said advance fee deposit shall be applied towards the expense and attorney fees related to the anticipated trial or settlement conference. If the matter is settled within this period of time, said deposit shall apply to any outstanding fees and the balance, if any, shall be refunded to Client.

ATTORNEY AND CLIENT HAVE READ THE ABOVE, UNDERSTAND IT, AND AGREE TO ABIDE BY ANY AND ALL TERMS AND CONDITIONS HEREIN. THERE ARE NO OTHER AGREEMENTS, ORAL OR WRITTEN, BETWEEN THE CLIENT AND ATTORNEY.

The Attorney and Client each acknowledge that they have read and understand the agreement and each agree to its terms and conditions.

DATED this _____ day of _____, 20_____.

CLIENT

ATTORNEY

CLIENT FINANCIAL INFORMATION

For Billing Department – Strictly Confidential

Name: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Email: _____

Credit Card Payment: *Signature Required Below*

Circle One: VISA MasterCard

Card Number: _____

Expiration Date: _____

Name (exactly as it appears on card): _____

Authorized Signature: _____