

# WALLACE W. LIEN

A PROFESSIONAL CORPORATION

## REPRESENTATION AGREEMENT Standard Hourly Fee

This Representation Agreement is entered into between Wallace W. Lien, P.C. ("Attorney") and \_\_\_\_\_ ("Client"), and will not become effective until it is signed and returned to Wallace W. Lien, P.C.

1. Client hereby retains Attorney to represent Client as legal counsel in connection with the following matter:

\_\_\_\_\_

2. As compensation for legal services, Client agrees to pay Attorney a fee, which will be computed on an hourly basis as follows:

Wallace W. Lien	\$350.00 hourly
Research Attorney	\$150.00 hourly
Legal Assistants	\$ 75.00 hourly

Work will be allocated among the firm's Attorney and staff as necessary to provide clients with quality, economical, and efficient service.

3. Services for which Client will be charged will include consultations and telephone calls with Client; consultations and telephone calls with witnesses, other lawyers, or any other person associated with Client's case; legal research; drafting and preparing legal documents; drafting and preparing letters; depositions; trial preparation; travel time; investigation; court appearances; and all other necessary services. Client will be charged by fractions of an hour to the nearest one-tenth (*i.e.*, in six minute intervals).

4. Client agrees to pay all costs incurred by Attorney, including, but not limited to, filing fees, service fees, court reporter fees for depositions and hearings, court trial fees, online legal research fees, photocopying costs, faxes sent or received, long-distance telephone calls, postage, witness fees, mileage fees, and other necessary court and office costs. Attorney may notify Client of costs to be incurred in the future and Client will pay those costs to Attorney at least ten (10) days before the costs are incurred, if possible.

5. Each month Attorney will provide a statement indicating the general summary of services rendered, the amount of the fees for services rendered, costs incurred, and balances owing, if any. That sum is due upon receipt of the statement. Any fees not paid within thirty (30) days of the billing date will bear interest at the rate of one percent (1%) per month on the unpaid cash balance, for a total of twelve percent (12%) per annum.

6. Attorney reserves the right to increase the hourly rates set forth herein after thirty (30) days' written notice to Client. In the event Attorney increases the hourly rates hereunder, Client shall have the right to terminate this Agreement as provided in Paragraph 10 below. From time to time the firm may hire a new Associate Attorney who may be assigned to work on this matter. Any such new Associate Attorney's rate will be established and you will be notified of that rate in the following month's statement.

7. Retainers received from Client will be deposited into the firm's Lawyer Trust Account. Client agrees that any such funds may be used to pay for costs and services incurred on any of Client's files, without prior consent by Client. Client agrees to use any money received as a result of Attorney's legal work to pay unpaid attorney fees, if any, at the conclusion of the case.

8. Client will be provided copies of pleadings, documents, correspondence, and other information throughout the case. These copies will be Client's file copies. Attorney will also keep the information on file in Attorney's office. The file in Attorney's office will be Attorney's file. Attorney's file may include progress notes, memoranda and legal research which shall not be part of the Client's file. Client should bring Client's file to all meetings with Attorney so that both parties have all of the necessary information available to them. When Attorney has completed all legal work necessary for Client's case, Attorney will close the Attorney file and return any original documents to Client. Attorney is then no longer Attorney of record on Client's matter, and may destroy the Attorney file after 10 years without any further notice to client.

9. Attorney will not be obligated to complete the work for Client or on Client's case and they may withdraw as Client's counsel at any time if Client fails to meet the financial agreements set forth in these documents. Attorney also may withdraw as Client's counsel if Client fails to cooperate with Attorney on Client's case. Written notice of the withdrawal will be sent to Client's last-known mailing address.

10. Client may discharge Attorney without cause upon telephone notice followed by written notice either from Client or the new attorney who Client chooses to hire. Client may secure additional copies of Client's file at any time upon payment to Attorney of any balance owing on all fees and costs, including the costs of photocopying Client's file and shipping fees.

11. In the event that Attorney is required to incur legal fees or costs for the collection of money due and owing under this Agreement, the prevailing party will be entitled to attorney fees and collection costs, whether or not a suit or action is filed. If a suit or action is filed, either party may recover both attorney fees at trial and on appeal. If a suit or action is instituted in a Bankruptcy Court for the United States District Court to enforce or interpret any of the terms of this Agreement, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of Attorney in a bankruptcy proceeding, the party not prevailing will pay the prevailing party's actual fees and expenses, costs, and disbursements.

12. Attorney agrees to provide conscientious, competent, and diligent services, and will seek to achieve a resolution of the matter that is just and reasonable for Client. However, Attorney cannot and does not warrant a guaranteed result or final outcome of any case and Attorney has made no representation and makes no guarantee as to the final result or firm outcome of this case.

13. Time is of the essence in this Agreement. Any modification of this Agreement other than an increase in the hourly rates charged hereunder as set forth in Paragraph 6, will be binding only if in writing signed by both parties.

14. If there is an appeal of this matter, or additional work outside the scope of this representation, that must be the subject of a separate fee agreement.

15. Client hereby acknowledges receipt of a copy of this Agreement.

16. Wallace W. Lien is the assigned and responsible attorney in this matter and shall make court appearances, handle depositions, and execute pleadings and correspondence. The strategic direction and control of any aspect of the case remains the sole and exclusive discretion of Attorney.

WALLACE W. LIEN, P.C.

CLIENT

\_\_\_\_\_  
Wallace W. Lien, Managing Shareholder

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\_\_\_\_\_  
Date

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\*

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Date