

ATTORNEY FEE AGREEMENT

In an effort to provide a workable, friendly and smooth attorney-client relationship between Robert E. Peterson, Attorney at Law (hereafter "Attorney") and the undersigned (hereafter "Client"), and to avoid unpleasant misunderstandings now, and in the future, the following is an explanation of hourly rates, retainer fees, service charges, costs, billing practices, etc. Do not sign this document should you have any questions or do not understand the content of this Attorney Fee Agreement.

IT IS AGREED that Robert E. Peterson shall provide legal services for Client as follows:

1. **EMPLOYMENT:** Client employs Robert E. Peterson to represent Client involving _____. Client consents to Robert E. Peterson employing the assistance of other attorneys should the need arise. Such employment shall be billed as services rendered by Robert E. Peterson and shall be at no additional costs to Client.
2. **NOT COVERED BY AGREEMENT:** Unless specifically agreed to above, representation does not include representing Client if there is an appeal to a higher court and does not include any fees or expenses in the event of appeal. Representation also does not include any revocation hearings, or other pre-trial or post-trial appeals or writs to a higher court whether initiated by the Client or by the Opposing Party, or retrials following a mistrial, successful appeal, or where a motion for a new trial is granted. Client authorizes Attorney to initiate any pre-trial appeal or writ if, in the Attorney's opinion, the Client's interests will best be served thereby. The Client also specifically authorizes Attorney to take any action on Client's behalf, including the waiving of the right to speedy trial or to a jury trial, if, in the Attorney's opinion, the interests of the Client would best be served thereby.
3. **CLIENT RESPONSIBILITIES:** Client understands that Client must cooperate with Attorney in the prosecution of this matter on Client's behalf and Client agrees to promptly provide Attorney with any information requested and to assist Attorney at all times in the preparation of the matter. Client understands that failure by Client to provide information or perform tasks as requested by the Attorney may be the basis for withdrawal by Attorney from the representation of the Client. The court may order, or there may be an agreement, that another party will pay some or all of Client's attorney fees and costs. Any such order or agreement does not affect Client's obligation to pay the Attorney fees and costs pursuant to this Agreement. Payments

received from another party will be credited toward Client's account balance. If Client does not have any amount owed on their account, the payment will be forwarded to the Client. It is the Client's ultimate responsibility for all attorney fees, expenses, and costs billed during the processing of the case.

- 4. ATTORNEY RESPONSIBILITIES:** It is not uncommon that legal cases, especially contested family law cases, may ultimately cost a party several thousand dollars or more in legal fees. If the issues in the case include physical care of children and/or the valuation and/or division of a family-owned business, the legal fee bill may be very substantial. During the process of litigation, Attorney will attempt to provide the most cost effective approach in the handling of Client's case. However, by signing this agreement, Client acknowledges that Attorney has not made any promises about the total amount of attorney fees and costs you will be required to pay.

Although Attorney will offer opinions about possible or probable results regarding the subject matter of this agreement, it is impossible to guarantee any particular result. Attorney will, however, make reasonable efforts to keep Client fully informed, and will respond promptly to Client's inquiries and communication.

Attorney and Client acknowledge that all communication between them are privileged and shall not be divulged, except as set forth in the Iowa Code of Professional Liability for Lawyers. If Client and Attorney communicate via e-mail, Client acknowledges that e-mail communication may not be totally secure, particularly if Client is using a work e-mail address or if others have access to his or her e-mail.

- 5. FEES:** The consultation fee is billed at the hourly rate shown below and is nonrefundable. This Attorney provides a "free initial consultation".

Client agrees to pay to Attorney a fee determined by reference to hourly rates for all services rendered. The hourly rate for Attorney will be billed as \$125.00 per hour. The hourly rate for law clerks and paralegals is \$70.00 per hour. Hourly rate will be billed against retainer until the retainer is used in full. Once the retainer is depleted, Client will be billed periodically. All fees shall be due and payable upon receipt of a statement. Any billing statement submitted to Client shall be deemed accepted and affirmed unless it is objected to in writing within ten (10) days of the date on the billing invoice. If the account becomes delinquent Attorney may apply to the court to withdraw as Attorney.

Attorney and staff will charge in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour.

The minimum time charged for any particular activity, including, but not limited to: office visits, research, time for telephone calls, retrieval and transmission of e-mails and telephone messages, trial preparation, trial time and travel time and time for personal service of legal documents will be two-tenths of an hour (0.2), which equals twelve minutes.

6. **RETAINER:** Retainers are to secure the services of Attorney at the onset of the relationship. The retainer fee will be deposited into the Robert E. Peterson IOLTA Trust Account. Funds will be withdrawn from Client's portion of the trust account which holds their funds to pay for attorney fees, costs and expenses (described herein) incurred on the Client's behalf. An additional retainer fee will be required in the event that the initial retainer is exhausted. Client shall make such payment within ten (10) days of the Attorney's written request for additional retainer funds. **Should a trial in the case be necessary, Client agrees to pay an additional retainer of \$3,000.00 (depending upon the number of days of trial or the amount of legal services required for completion of the case) within ten (10) days of Client's receipt of the request.** Said additional retainer shall also be placed in Attorney's trust account. In the event the case does not use the entire retainer, the unused portion will be returned within 30 days of the conclusion of Client's case. **If Client fails to pay the additional retainer requested, Client consents to Attorney withdrawing from the case and terminating this contract.**

7. **EXPENSES:** Client will be charged for court costs, filing fees, photocopies (10 cents per page), facsimile transmissions (50 cents per page), long distance facsimile transmissions (19 cents per page in addition to 50 cents per page), long distance telephone calls, expert witness fees, court reporter fees for depositions, medical records, postage, recording fees, deliveries, and other expenses, and "out-of-pocket" expenses. Client will be charged 50 cents per mile for travel mileage incurred by Attorney and his hourly rate for time expended traveling on behalf of the Client.

Attorney may forward to Client for payment invoices Attorney receives from third parties for costs incurred on Client's behalf and Client agrees to immediately pay the invoiced amount directly to the invoicing party and to hold Robert E. Peterson harmless for any cost or debt incurred on behalf of the Client or the Client's case. If Client receives or will receive a payment(s) from a third party related to the representation, Client authorizes Attorney to apply such payment(s) to pay any outstanding attorney fees and costs remaining due at the time of such payments. Attorney may advance the costs and bill you unless the costs are paid out of your retainer fee. However, Attorney reserves the right to require Client to pay any anticipated cost in advance. Attorney will not finance Client's litigation.

The Client understands that they are applying for credit at the office of Robert E. Peterson and hereby agrees to have their credit checked at the discretion of Robert E. Peterson.

8. **BILLING:** Client will be sent periodic billing statements. Each billing statement will show deductions from the retainer deposit for fees and costs, as well as any current balance owed. Should Client's bill show a balance due, the balance is due in full upon receipt. Client will be charged simple interest at the rate of 12 percent per year (1% per month) on any unpaid balance. Any billing statement submitted to Client shall be deemed accepted and affirmed unless it is objected to in writing within ten (10) days of the date on the billing invoice. If the account becomes delinquent Attorney may apply to the court to withdraw as your Attorney.
9. **TERMINATION OF CONTRACT:** Client may terminate this contract by notifying Attorney in writing to the address stated below. If permission to withdraw is required by rules of the Court, Attorney shall withdraw upon permission of the Court.

Attorney may withdraw as counsel for Client and terminate this contract for any just reason by notifying Client in writing addressed to Client's last known address. Some examples of reason for termination include, but are not limited to: Client's failure to cooperate with Attorney, failure of Client to pay the amount due on their account, **Client's failure to pay any additional retainer requested within ten (10) days of the request** or any request by Client which would require Attorney to violate the Code of Professional Responsibility of Iowa.

Client will be billed for all activities associated with withdrawal of Attorney, including but not limited to preparation of Motion to Withdraw and the Order granting the Withdrawal and presentation of the Motion/Order to the Court for approval.

Regardless of who terminates the contract, all balances due Attorney at time of withdrawal or termination shall immediately be due and payable in full. If the Client requests a copy of their file, all pleadings, excluding attorney work product, the file will be provided to Quick Copy Center located at 218 6th Avenue, Suite 101, Des Moines, Iowa 50309. The client will be responsible for payment of the costs of copying.

10. **BREACH OF CONTRACT:** In the event there is a breach of this contract by Client and it becomes necessary to pursue legal action or for Robert E. Peterson to secure legal representation to collect for payment of the Client's outstanding bill, Client agrees that all costs and fees associated with that action or actions, shall be Client's responsibility, including, but not limited to: legal expenses/costs/fees incurred by Attorney to collect the outstanding

debt due to Robert E. Peterson; personal service fees, court costs and garnishment costs, and these shall be deemed Client's responsibility. **Should Attorney pursue a small claims action and represent himself instead of securing the services of another attorney, client agrees to pay his hourly rate of \$125.00 per hour for all time devoted to preparation and filing of the small claims action, preparing exhibits for the hearing, drafting pre-hearing motions, attending the hearing and all associated costs.**

11. **COMMUNICATIONS, PLACE OF PAYMENT AND VENUE:** All communications and sums due herein shall be sent to Law Office of Robert E. Peterson, 520 Walnut, Suite 401, Des Moines, Iowa 50309. Client agrees that, in the event of a lawsuit between the parties to this Contract, venue shall exclusively be in the Iowa District Court for Polk County.
12. **DESTRUCTION OF FILE:** Attorney will retain the file for six (6) years from the date of the conclusion of the Client's case for which this contract was entered into. Client understands that all exhibits and other documents then in the possession of the Attorney will be destroyed without further notice. Should Client need a copy of any document in their file during this six (6) year period, they agree to pay \$150.00 for the offsite retrieval of their file and the costs of copying the file.
13. **DISPUTES:** Client and Attorney agree that any controversy or dispute regarding this agreement, whether the same relates to the reasonableness or computation of fees, or any claim of negligent or intentional acts or omissions by the Attorney in the rendering of professional services shall be resolved by the 5th Judicial District Fee Arbitration Committee and that the decision of the Committee shall be binding upon both Client and Attorney. It is understood by the Client that in agreeing to arbitration as to all matters which may be asserted or claimed to be asserted by Client against the Attorney concerning fees, that Client is giving up his or her right to a jury or Court trial, except for the rights of judicial confirmation, vacation and appeal contained in the Chapter 679A of the Code of Iowa.

Client should review this Agreement carefully and consider the factors that have been discussed. If you understand and agree to the terms herein, it is necessary for Client to sign this Agreement.

14. **WARRANTIES AND REPRESENTATIONS:** Client agrees that Attorney has not provided any warranties or representations as to the success or non-success of the representation.
15. **AGREEMENT:** If the foregoing sets forth the understanding of both the Client and Attorney, please indicate agreement by signing in the space below and returning a copy of this agreement in the enclosed stamped, self-addressed envelope. Until a copy of this Contract is returned to Attorney

with the required retainer, no representation of Client in the matter will be conducted. Client has read and fully understands this contract, has discussed any questions that he/she may have with Attorney (and had an opportunity to discuss this agreement with an Attorney of Client's choice if Client desired), and agrees to the terms of this agreement. A copy of this agreement has been received by Client for his/her records.

THE RETAINER FEE OF \$_____ IS DUE AT THIS TIME.

Robert E. Peterson, Attorney at Law
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Des Moines, IA 50309

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Cell: 515-822-2830
Fax: 515-282-8470
Email: robertpetersonlaw@gmail.com

I/WE HAVE READ AND AGREE TO THE FOREGOING AGREEMENT and have received a copy of this Attorney Fee Contract. If more than one party signs below, we each agree to be liable and responsible, jointly and severally, for all financial obligations pursuant to this Agreement.

Dated this _____ day of _____, 2008.

, Client

Social Security Number

, Client

Social Security Number