

## FEE AGREEMENT FOR LITIGATION

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ and BARBARA ANN BARTLETT (hereinafter "Attorney") to represent \_\_\_\_\_ in a lawsuit or legal matter against \_\_\_\_\_ involving \_\_\_\_\_.

1. **Client:** That the term "Client" as used in this Agreement shall also denote the responsible party who, by signing this Agreement, contracts to pay the attorney's fees, whether or not the responsible party is a client in terms of the Attorney's Code of Professional Responsibility.

2. **Fees:** As compensation for performing services under this Agreement, the attorney's hourly rate shall be \$250.00 per hour. The attorney will compute hours in tenths of an hour rounding off to the nearest tenth minute with each activity. Attorney will notify you thirty (30) days in advance of any hourly rate changes. Any paralegal services will be at the rate of \$100 per hour.

If the Client requires the services of an attorney during non-business hours (business hours being Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays), including telephone conferences and emails, the client shall be charged double the above-described hourly rates.

Fees incurred will be billed to the Client regardless of whether Client decides to file suit, decides not to file after preparation, decides not to finish the matter for which the attorney is retained, and whether or not the client decides to retain other counsel.

3. **Retainer Fee:** Attorney acknowledges receipt of a retainer fee of \$2,500.00 to be held in trust. Attorney will bill on the last day of each month. Client agrees to pay the balance in full to be received in Attorney's office by the last day of the following month. Attorney may use the \$2,500.00 retainer if a bill is not paid in full at any time during the representation. If Attorney is required to use any of these funds during the course of the representation, she may still exercise her rights to immediately withdraw from your case as set forth in paragraph 6 below. The balance, if any, will be returned to the Client if unused when the representation is over.

4. **Costs:** The Client agrees that all costs expended for this matter will be paid in advance by Client (i.e. filing costs, service of process costs, reproduction, etc.) when known.

The Client agrees to pay all costs expended in this litigation that are not paid in advance, such as court costs, litigation expenses, witness fees (expert and otherwise), deposition expenses, telephone and photostatic expenses, etc. as said expenses are incurred.

5. **Award of Fees:** Client shall be credited for any payments by the opposing party toward said fees. Client further acknowledges that the fees the opposing party may be ordered to pay by the Court shall not, in any manner, represent the amount of fees to be paid Attorney. Should the opposing party fail to pay the fees as ordered by the Court, Attorney shall not be obligated to collect said fees from the opposing party but client shall remain responsible for any monies due Attorney.

6. **Payments/Failure to Pay:** The Client further agrees to pay the balance owed on attorney's fees the month following the invoice date regardless of whether the litigation or matter for which the Attorney is retained is currently pending or finished. Client further understands that

Attorney will stop work on Client's case or matter if payment is not made within thirty (30) days from invoicing, and Attorney will withdraw from representation.

7. **Interest on Billing:** If Client is late in making the required payments or fees owed, interest will continue to accrue on unpaid balance. The client agrees to pay the financing charge on all accounts past due for thirty (30) days at a rate of eighteen percent (18%) per annum. To avoid this financing charge the Client must pay all charges the month following the invoice date.

8. **Interest on Retainer:** Pursuant to the laws of Oklahoma, Attorney can not collect interest either for Attorney or for Client on the retainer. The interest from Attorney's Trust account goes directly to the Oklahoma Bar Association to help with their programs for people who can not afford attorneys, or who have been injured by attorneys.

9. **Lien:** Attorney is hereby given a lien on Client's claim or cause of action for any sum recovered by way of settlement and/or on any judgment that may be recovered thereon for payment of attorney's fees; it is further agreed that the Attorney shall have an attorney's lien on all marital estate property of the client if the subject matter involves a divorce, annulment or separate maintenance and shall have all the general, possessory, retaining liens, and all special or charging liens known through common law and pursuant to Oklahoma law.

10. **Monies in Possession of Attorney:** Attorney is authorized to retain a sufficient amount of any and all monies held and received by the firm which belong to the Client necessary to pay accrued fees and expenses.

The Client expressly hereby authorizes Attorney to pay from sums received by settlement or otherwise all proper charges against Client's account such as expenses of the case that shall be deducted and paid prior to payment of Client of any balance owed Client. Costs billed directly to Client by court reporters, expert witnesses, or others that have not been paid by Client may be paid directly by attorney from these sums. If there are not sufficient funds in attorney's possession to pay litigation related fees to third parties hired by or on behalf of the Client, Client understands and agrees to be held directly liable to those third parties.

11. **Binding Effect:** This agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

12. **Enforcement of this Contract:** The Client hereto agrees to pay any expenses including a reasonable attorney's fees incurred for any action brought to enforce the provisions of this Agreement.

By: \_\_\_\_\_  
Barbara Ann Bartlett

By: \_\_\_\_\_  
Client