

Representation and Fee Agreement

1. Vincent Hein, Attorney-at-Law for Russell Law Offices, S.C. (hereinafter "Attorney" or "Firm"), is engaged to represent **Watertown Public Library** (hereinafter "Client") in connection with:

documentation for use of funds transferred to and distributed by Watertown Community Foundation from Watertown Public Library

2. Attorney Vincent Hein will be the lead attorney on this case although the Attorney may assign other lawyers employed by Russell Law Offices, S.C. to work on the case. Attorney rates shall be as assigned here:

Partners & Special Counsel	\$350/hour
Senior Associate Attorneys	\$300/hour
Associate Attorneys	\$225 to \$250/hour
Law Clerks	\$150/hour
Legal Assistants	\$150/hour

Attorney Vincent Hein's current billing rate is \$250 per hour (discounted from \$300).

The firm customarily increases hourly rates on an annual basis. The firm will provide Client with written notice of any increase in Attorney's hourly rate 30 days prior to the increase. Additionally, the firm shall be allowed to add additional associate counsel and senior associate counsel who may work on this case at the direction of Attorney at a fee range of \$150 to \$350 an hour.

3. Attorney may retain associate counsel, experts, accountants, or investigators to protect Client's interests. Fees charged by associate counsel, experts, or investigators retained by Attorney shall be treated as expenses to be paid by Client on demand by Attorney. Attorney will consult with client before retaining outside counsel, experts or investigators.

4. It is understood that Attorney will bill Client for work that includes, but is not limited to, the following: Office conferences, emails, telephone conversations, court appearances, reading and writing correspondence, preparing and reviewing pleadings and documents, analyzing financial records and reports, and travel to and from court or other destinations associated with this representation. There will be a minimum of a .2 of an hour charged for all phone conversations and written correspondences, including emails, from an Attorney.

5. Client agrees to pay on demand any actual costs or disbursements incurred or advanced on Client's behalf, such as travel, mileage, parking, photocopies (\$0.21 per black and white, \$0.35 for color copies), telephone calls, process service fees, court reporter fees, postage, witness and subpoena fees, filing and court fees, etc. Mileage will be charged at the rate currently authorized by the Internal Revenue Service. **All new cases will have a one-time file creation fee of \$100.**

6. **Client agrees to pay an advance deposit of \$1000.00** upon signing this agreement as an advanced fee for legal services. The Firm is obligated to refund any unearned fees at the conclusion of the representation.

On receipt, the advanced fees and costs will be deposited in Attorney's trust account. Costs will be disbursed from Attorney's trust account on behalf of Client as such costs are incurred. Pursuant to this agreement and Supreme Court Rule 20:1.15(g), Client authorizes Attorney to withdraw payment for fees that have been earned from Client's funds in Attorney's trust account on sending Client an itemized bill containing: 1) the amount owed; 2) the anticipated date of withdrawal; and 3) the balance of Client's funds in Attorney's trust account after that withdrawal. If Client makes a specific and reasonable objection to the disbursement within 30 days after receiving an itemized bill, Attorney must return the disputed funds to the trust account until the dispute is resolved, unless Attorney believes that the objection is not reasonable and provides Client with a written explanation of Attorney's position. Client may dispute a fee after the 30 days have passed; however, Attorney is not required to return the disputed portion of the fee to the trust account unless Client disputes the fee within 30 days. Client is hereby notified that Attorney reserves the right to require additional retainer fees and cost advances during the representation.

7. **This section intentionally omitted.**

8. **This section intentionally omitted.**

9. Client is hereby notified that Attorney reserves the right to require additional retainer fees and cost advances during the representation with at least ten (10) days' notice.

10. **Statements for services, costs and disbursements are due and payable within 14 days of receipt of statement from attorney.** Client agrees to pay Attorney compensation as the case progresses. Failure to make payments as agreed may provide grounds for Attorney to withdraw from further representation of Client. Fees and costs that are not paid within 14 days will be subject to a 1.5% monthly (18% yearly) interest charge on any unpaid balances.

11. On conclusion of this legal matter and final billing of Client's account, payment must be made in full within 14 days of receipt of Attorney's Billing Statement. **Client hereby agrees that funds shall not be released to client until attorney fees and costs included in the agreement are paid in full.**

12. The Firm may withdraw from representing the Client if the Client fails to make timely payments or does not provide other forms of security satisfactory to the Firm for payment of their fees; if the Client misrepresents or fails to disclose material facts; or the Client fails to follow the Firm's advice. If the Firm wishes to withdraw on any of these grounds, the Client will be provided with written notice of the firm's intent to withdraw. If the Firm wishes to withdraw on any of these grounds, the Client will execute the necessary documents to permit them to do so.

13. The Client the right to discharge the Firm for any reason at any time. If the Client does so, the Firm will withdraw from representing the Client.

14. If the Firm withdraws, the Client remains liable for all fees, costs and expenses actually incurred under this agreement, and Client will either make payment in full or offer other security acceptable to the Firm. The Firm will return Client's files and documents to Client.

15. If the Client fails to fulfill any of its duties under this agreement for attorney fees and the Firm is forced to take action to collect such fees, the Client agrees to bear the cost of collection, including reasonable attorney fees and all other costs.

16. The court may, in some legal actions, order a party to pay a portion of the other party's attorney fees. If the court orders a third party to pay a portion of the Client's attorney fees, the Firm will credit those funds to Client's account when they are received and refund to Client any excesses already paid. Any court award of fees does not limit Client's liability to the Firm for fees.

17. The Client acknowledges that the Firm has made no promises or guarantees concerning the outcome of this action.

18. This retainer agreement represents the entire fee arrangement the Client has with the Firm. Any mutually agreed-upon charges concerning this retainer agreement must be in writing to be effective and to avoid misunderstanding.

19. [REDACTED] (*Print Initials*) Client agrees the Firm may communicate with Client by facsimile, electronic mail (email) and other means of electronic correspondence. Client understands that such forms of communication may not be confidential and do not insure absolute privacy. However, Client approves of such communication and authorizes the Firm and its staff to forward such communication to me at the following location:

Email address for legal communication with Client: _____

20. [REDACTED] (*Initials Required*) Russell Law Offices, S.C. allows for debit and credit card payments for retainers and payments. Client agrees to pay a 3% surcharge for any and all credit/debit card payments processed by Russell Law Offices, S.C. Russell Law Offices, S.C. accepts checks and cash without any processing fee.

21. This agreement does not cover or apply to the filing of, prosecution of, or defense of an appeal, in which situation a new representation and fee agreement must be executed.

22. Russell Law Offices, S.C. is organized as a limited liability service corporation solely to render professional legal services under the laws of the State of Wisconsin. As a limited liability service corporation, Russell Law Offices, S.C. is responsible for professional liabilities incurred by lawyers employed by the Firm. Each lawyer may also be personally liable for any acts, errors, or omissions arising out of the performance of professional services. Russell Law Offices, S.C. maintains professional liability insurance as required by the Rules of the Wisconsin Supreme Court.

Dated this September 4, 2024

CLIENT

ATTORNEY
Russell Law Offices, S.C.

By _____
Watertown Public Library

By _____
Vincent Hein, Attorney-at-Law