

ATTORNEY EMPLOYMENT AND FEE AGREEMENT

This agreement is between < > ("Client") and Rose L. Hubbard, Attorney-at-Law, P.C. ("Attorney").

1. Client hereby retains ROSE L. HUBBARD as Client's attorney and authorizes her to act on Client's behalf in all matters relating to Client's dispute with < > or Client's legal problem of post judgment modification.

2. Basis of Attorney Fees. For legal services rendered in the foregoing matter, Client promises to pay attorney's fees at the rate of \$250.00 per hour for each hour of attorney time spent or \$150.00 per hour for each hour of legal associate time spent. Client shall be billed monthly. Payment is due and owing within 15 days of receipt of bill. Attorney's hourly rate shall be subject to hourly increase. Attorney shall give client thirty days notice of any increase in hourly rate.

It is Attorney's practice to compute not less than one-tenth of an hour for each telephone call, no matter how short its duration and such additional time as may actually be expended, whether the telephone calls are from or to Client or others concerning Client's matter.

It is unknown how much time Client's case will take because it is unknown what the disputed issues will be and how long negotiations or trial preparation will last. Client's cooperation in getting information to Attorney and in working with Attorney on the case can considerably expedite the case and help reduce attorney's fees. Clients are encouraged to call as often as needed, but are reminded that telephone calls do increase the expense of the case. There will be no charge for telephone calls regarding the bills.

There is no guarantee regarding the outcome of Client's case or about issues that may be decided by the court prior to a final ruling. Statements made regarding the likely outcome or the range or possible outcomes are opinions, not guarantees of results.

3. Retainer. A retainer has been paid or will be paid prior to any legal work commencing. Attorney will place such a retainer in an interest bearing trust account, and transfer fees when earned on a monthly basis and account to Client upon transfer. If the retainer is depleted below \$100, Attorney requires that the retainer be built back up. If the retainer is depleted below \$50, Attorney will not continue any work until retainer is built back up.

If the retainer is depleted, and Attorney agrees to continue representation, Client agrees that Client will pay a minimum of \$250 per month until such time as the entire amount owing has been paid. Should Client not make any payments as agreed upon, Attorney reserves the right to discontinue representation at any time.

Any balance owing on attorney fees and costs shall be paid in full within thirty (30) days. A late charge will be assessed on any unpaid balance on past-due accounts at the rate of 1% per month, or annual rate of 12.68%

4. Waiver. Client understands that the failure of Attorney to require strict performance of any provision of this Agreement shall not limit her right to enforce the provision, nor shall any such waiver by Attorney of any breach of any provision constitute a waiver of her right to otherwise demand strict performance of the provision or any other provision of this agreement.

5. Client's payment of costs. In addition to payment of attorney's fees, Client shall be responsible for any costs and disbursements advanced by the Attorney on Client's behalf. These items shall include such things as filing fees, long distance telephone charges, necessary traveling expenses, copying costs, service fees, expert witness fees, professional evaluations, pretrial deposition charges, and any other out of pocket expenses related to the case. Client will be responsible for paying all such costs before or at the time that they are incurred.

6. Termination of attorney-client relationship: Client retains the right to terminate the Attorney's services on Client's behalf, at any time, by delivering to her a signed letter notifying her of Client's decision to terminate the attorney-client relationship. Client agrees to remain liable for all attorney's fees incurred and

costs advanced prior to the time and date that the Attorney receives Client's notice of termination. Similarly, the Attorney retains the right to withdraw as Client's attorney at any time, for any reason, including but not limited to nonpayment of attorney fees and costs advanced when due. Client specifically understands and agrees that the Attorney is willing and able to represent Client on this matter only on the basis that all bills shall be paid in full when designated and if not so paid, the Attorney may, in her sole and complete discretion, withhold performance for further services and be free to terminate the attorney-client relationship and withdraw as attorney of record. In order to afford Client an opportunity to obtain other representation, the Attorney shall not withdraw during or immediately prior to trial without written notice to Client and approval by the Court. In the event of termination, the client agrees to pay that attorney all sums due the attorney pursuant to this agreement. Pending full payment, the attorney shall have the right to retain all files and papers of the client.

7. Assignment of Work. Attorney may assign all or a portion of the work to be performed to paralegals, of counsel attorneys, or others working under the Attorney's supervision. Rates for of counsel attorneys, paralegals/law clerks range from \$65 to \$130 per hour.

8. Attorney Fees and Venue. If legal or collection process is needed to enforce any provision of this Agreement, Client agrees that the prevailing party is entitled to their reasonable attorney fees and collection costs, and that the prevailing party shall also be allowed to recover, as part of any judgment, a sum sufficient to compensate the prevailing party for any attorney's fees which may be incurred after entry of Judgment in order to collect the Judgment from the non-prevailing party.

9. Arbitration. Client and Attorney agree to submit to Fee Arbitration Panel of the Oregon State Bar if any dispute arises between the Attorney and the Client about the reasonableness of any legal fee imposed by Attorney. Both Client and Attorney agree to be bound by the results of the arbitration.

10. Attorney Lien. Client grants Attorney a lien against any sums held for me in Attorney's trust account, and against any money or property (including land) received by me or money judgments entered in my favor in this or any other legal proceeding. Attorney may enter such a lien within thirty days of termination of representation or thirty days of entry of court order. The lien will be removed only when the bill has been paid in full. Client specifically authorizes Attorney to receive any funds or property and to pay Attorney's bill from the funds and property before releasing the balance to me.

11. Option to consult. Client has the option to consult another attorney before signing this agreement as to the advisability of signing the agreement or any other legal matters.

12. Venue. This contract is governed by the laws of the State of Oregon. Venue for any related action will be in an appropriate Court selected by Attorney in Clackamas County, Oregon, or in another jurisdiction chosen by Attorney having jurisdiction over the parties, to which Client now expressly consent.

I HAVE READ THIS AGREEMENT, HAVE RECEIVED A COPY OF IT AND AGREE TO THE TERMS AND CONDITIONS AS STATED. THERE ARE NO VERBAL AGREEMENTS BETWEEN CLIENT AND ATTORNEY EXPANDING OR MODIFYING THE TERMS OF THIS AGREEMENT.

DATED _____, 20____.

Rose L. Hubbard

Client