

June 6, 2022

Tippecanoe County
20 North Third Street
Lafayette, IN 47901

Re: Representation of Tippecanoe County

This letter is intended to confirm this firm's commitment to represent Tippecanoe County ("client") in workers' compensation matters.

We are pleased to confirm the terms and scope of this engagement. The work relating to this engagement will be done by the lawyers, paralegals, legal assistants, and clerks employed by this firm at the discretion of the under-signed attorney in charge. The firm will diligently represent you in this engagement, keep you apprised of on-going developments in this engagement and will collaborate with you and provide appropriate counsel. We will guide you through this engagement. We will provide concierge service.

The firm will seek and obtain prior approval before incurring extraordinary expenses.

Client agrees that the fee is based on the time and labor required; the novelty and difficulty of the questions involved, and the expertise and skill requisite to perform the legal services properly. Client acknowledges that the acceptance of this engagement will preclude other engagements by the lawyer.

Of course, this firm has not and will make no representations or guarantees as to the outcome of this matter. We shall keep you well informed as to the progress of your matter. We shall send you periodic written status reports with copies of relevant papers. Someone will always be available to answer your questions when you telephone. Your calls and emails will always be responded to promptly. The file and its progress are open to your review at any reasonable time, provided an attorney is present. The legal representation is limited to the matter described herein and does not require our firm or its attorneys to provide services outside the scope of this representation, including appellate or ancillary matters.

TERMS

Client agrees to the following terms:

- a. An hourly fee of \$175 for partners and senior attorneys (a minimum of 8 years legal experience), \$165 for associate attorneys, and \$105 for paralegals will be billed for all legal work performed on your behalf. The fees will be billed in .10 hour increments for all work performed. Legal invoices will contain sufficient detail to evaluate the service provided.



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- b. This hourly fee shall remain in effect for a period of one (1) year from the date of this agreement.
- c. The client shall promptly pay all court costs, service fees, motion fees, and any out-of-pocket expenses incurred in this matter.
- d. The client understands that the client will be billed on a monthly basis and agrees that within ten (10) days after receipt of each statement, the client will pay the total balance due thereon unless otherwise agreed in writing. In the event of nonpayment and the filing of suit to collect the invoiced fees and expenses, the client agrees to pay, in addition, a reasonable attorney fee and all costs incurred by the firm in bringing such action. The client also understands that at such time the account may be turned over to a collection agency and the matter may be reported on client's credit report and affect client's credit.
- e. The client agrees that the firm shall be entitled to an attorney's lien on any asset owed or due to the client for such outstanding amount/balance that is due and payable to the firm. Further, the client agrees to a lien against any real or personal property held by the client, as collateral against any unpaid fees.
- f. If at any time during the case, for any reason, such as a scheduled trial or hearing; at the firm's discretion, a retainer in an amount determined by the firm, shall be paid to the firm no less than 14 days after reasonable notice.
- g. The client agrees to cooperate at all times in the preparation and trial of any proceedings; will appear upon reasonable notice for court or administrative hearings and will comply with all reasonable requests in connection with the preparation and presentation of this matter. The client will also keep the firm informed of the client's current telephone number, address and contact information throughout the pendency of this matter.
- h. The client agrees that the firm has not and will make no representations or guarantees as to the outcome of this matter.
- i. The Attorneys are hereby given the power of attorney to execute all pleadings, settlements, compromises, verifications, dismissals, orders, and the like on your behalf.

You consent, upon notice and hearing, to the firm and the Attorney's withdrawal from this representation. You understand that this firm cannot represent you without current compensation.

It is our goal to establish and maintain a long-term relationship with you through the rendering of high-quality legal services. Our efforts on your behalf can only be enhanced through



your bringing to our attention any feedback you may have in this respect, whether praise or criticism. It is the policy of our firm to fully and expeditiously apprise our clients of all new developments as well as the ongoing status of their particular matter during our time of active involvement. If you have any concerns during the course of our professional relationship with you, please let us know immediately.

If these terms are acceptable, please date and sign this letter and return it to us with the requested Retainer.

Very truly yours,

Jane Callies, Senior Attorney
Kopka Pinkus Dolin
9801 Connecticut Drive
Crown Point, IN 46307

I have read and understood the terms of engagement of Kopka Pinkus Dolin (firm) as set forth in this engagement letter.

DATE: _____

CLIENT SIGNATURE

CLIENT NAME

CLIENT EMAIL

CLIENT ADDRESS

CLIENT TELEPHONE

