

OLSON & HOGGAN, LLC

Attorneys at Law

130 South Main, Suite 200
P.O. Box 525
Logan, Utah 84323-0525
(435) 752-1551

123 East Main Street
P.O. Box 115
Tremonton, Utah 84337
(435) 257-3885

CLIENT INFORMATION

DATE _____

CLIENT NAME _____ SPOUSE'S NAME _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE _____ BUSINESS PHONE _____ CELL PHONE _____

EMPLOYER _____ REFERRED BY _____

E-MAIL _____ SOCIAL SECURITY NUMBER _____ BIRTHDATE _____

NAME, ADDRESS, AND TELEPHONE NUMBER OF EMERGENCY CONTACT: _____

OLSON & HOGGAN, LLC METLIFE LEGAL ATTORNEY FEE AGREEMENT

Olson & Hoggan, LLC ("O&H") and Client hereby agree as follows:

1. Client: _____
Name of Case: _____
Type of Case: _____
METLIFE Case No.(s): _____

2. Client hereby engages O&H to represent Client regarding all matters relating to _____
_____ (collectively the "Matters for Representation").

3. **FEES FOR COVERED SERVICES:** Client is the holder of a State of Utah METLIFE Legal Plan, which pre-authorizes and covers the matters for representation.

4. **FEES FOR NON-COVERED OR EXCLUDED SERVICES:** Should client not be eligible under the above legal plan or the legal plan coverage not be available to client as indicated above, then client recognizes that he/she is responsible for all legal fees for services performed for the above matter by O&H and agrees to pay the fees upon receipt of an invoice. If fees are incurred for services that are not covered by or are excluded by METLIFE, the Client agrees to pay O&H's rates as listed below for all such services.

- (1) O&H's rates of:
 - (i) \$ 250.00 per hour each for services rendered by a partner,
 - (ii) \$ 175.00 to \$225.00 per hour for associate attorney time;
 - (iii) \$ 85.00 per hour for clerk/paralegal time; and
- (2) The complexity and difficulty of the matter, the amount involved and the results obtained, and the time limitations imposed by the Client or by the circumstances.

5. **COSTS:** The Client is responsible for all costs and charges related to the Matters for Representation (costs and charges are not covered by METLIFE) for also agrees to assume and pay for all out-of-pocket costs incurred by O&H in connection with this matter (e.g., but not limited to, filing fees, witness fees, parking, mileage, sheriff's and constable's fees, expenses of depositions, investigation expenses, expert witness fees, copy printing costs, long distance telephone charges, recording fees, surveys, appraisals, title opinions, title searches, and other expenses incidental to the Matters for Representation and/or representation of the Client).

6. Interim invoices will be submitted to the Client for all non-covered or excluded services from time to time, and all interim invoices shall be due and payable upon receipt. Invoices contain O&H's file retention/destruction policy which is incorporated by reference. All accounts which are not paid in full within thirty (30) days after receipt of the statement shall bear interest on the unpaid balance at the rate of one and one-half percent (1 ½%) per month. O&H retains its right to withdraw as counsel under any justifiable circumstance, including but not limited to nonpayment of charges. In addition, during the course of

representation, O&H may, at its option, require the Client to pay additional sums to the Olson & Hoggan Trust Account in advance to be applied against future legal services and costs. Should Client have any questions, comments, or objections to any invoice, Client must contact O&H in writing within thirty (30) days of the date the invoice is issued to discuss any questions, comments or objections. If Client fails to so contact O&H, Client will have accepted the information contained in the invoice as accurate and reasonable and waive any right to challenge the accuracy or reasonableness of the invoice thereafter.

7. The hourly time charges of O&H include, but are not necessarily limited to: court appearances, telephone conferences, office conferences, legal research, preparation for and attendance at depositions, review of file materials and documents sent or received, preparation for trials, hearings, and conferences with other counsel, travel time, and drafting of pleadings, instruments, correspondence, and office memoranda. The Client also agrees to assume and pay for all out-of-pocket costs incurred by O&H in connection with this matter (e.g., filing fees, witness fees, parking, sheriff's and constable's fees, expenses of depositions, investigation expenses, expert witness fees, copy printing costs, long distance telephone charges, recording fees, surveys, appraisals, title opinions, title searches, and other expenses incidental to the Matters for Representation and/or representation of the Client).

8. The Client understands that in some cases a court may award attorney's fees to one party. Nevertheless, the client is responsible for full payment of O&H's charges. In the event a third party payment is received for the benefit of the Client, the amount, when received by O&H, will be credited against O&H's account with the Client or refunded to the Client, if Client's account is already paid in full and services are completed.

9. The Client agrees to cooperate with O&H in all respects in relation to this matter, including, but not limited to, completely and accurately disclosing to O&H all facts related to the matter, providing O&H with copies of all papers and documents related to the matter, and allowing O&H to conduct all negotiations related to the matter.

10. THE CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND THAT THE CLIENT HAS READ, FULLY UNDERSTANDS AND AGREES TO BE BOUND BY THIS AGREEMENT.

Client

OLSON & HOGGAN, LLC

By: _____