

DATE

To:

Re: Engagement of Borealis Benefits Law, Inc. on Disability Claim

Dear _____,

Thank you for engaging Borealis Benefits Law, Inc. to represent you in your disability benefits dispute. We look forward to partnering with you to vigorously pursue your claims.

This letter contains the binding terms of our engagement. This is a contract so please review this letter carefully. Please feel free to ask us any questions you have about this agreement. For independent advice on its terms, you should consult an attorney.

Scope of Engagement: This is a “limited engagement” and we are not your attorneys for all purposes. Our engagement is limited to advising and representing you in your claim for disability benefits in administrative proceedings with your employee benefits plan or in a subsequent lawsuit in court and does not extend to any other matters or issues. We are not your attorneys for any Social Security, Workers Compensation, personal injury, or any other claim related to the facts and circumstances of your disability, or otherwise. We do not guarantee any particular result as to your claims.

Legal Fees: Our customary hourly rate for attorney services is \$400 USD per hour. But for this engagement instead of you paying hourly fees as incurred we agree to the following contingent fee:

1. You agree to pay us 30% of all money subsequently paid to you from any employee benefit plan, plan administrator, fiduciary, employer, or insurer associated with your claims and arising out of our representation. That includes but is not limited to payments for benefits due or payable, future benefits, damages, payments made in equity, interest, attorney fees, and all money paid in settlement of any claims for the same.
2. If we file a lawsuit on your behalf you will pay us 40% of all money subsequently paid to you from the sources described above.
3. If a court awards you “reasonable attorney fees” or you receive money specifically to settle a claim for “reasonable attorney fees,” at our option you will pay us the entire amount you

receive for attorney fees in place of the fees described in parts 1 and 2. We will notify you in writing if we exercise this option. We may exercise this option even if we have previously collected fees against prior payments to you on a percentage basis and we will offset any fees already collected against the total amount owed under this part.

4. Parts 1-3 applies collectively to payments from any party against whom you seek benefits, damages, statutory penalties, or interest. If while pursuing your claims we bring claims against a party solely for declaratory or injunctive relief, you agree to pay us any attorney fees assessed against that party. Any such fees awarded are not funds subject to parts 1-3 and any fees paid under this part are not offset against and have no impact on the fees owed under those parts.

This fee agreement applies to all described funds payable to you from the date of this letter until five years after the latest of the following events: (a) the effective date of a final, fully executed settlement agreement fully resolving your disputed claims, (b) the date of a final judgment fully resolving your disputed claims (or if an appeal is filed, the date that appeal is resolved) or (c) the date you are notified you are eligible for additional or on-going benefits fully resolving your disputed claims.

To the extent recognized by law our work on your behalf creates an “attorney lien” on the described funds. If you choose to terminate our engagement before your claims are fully resolved, you agree to pay us the reasonable value of the services we provided from any defined funds you subsequently receive.

Costs: You are responsible for and will reimburse us for the reasonable costs incurred to pursue your claim even if you recover nothing. Costs may include postage, courier services, facsimiles, printing and photocopying, document scanning, court filing fees, service of process fees and use of other service providers. We will bill you at cost for charges paid to third-party service providers. You agree that costs and disbursements can be collected from any money we receive on your behalf before any funds are disbursed to you. We may invoice costs we have incurred on your behalf and demand payment for costs in advance of payment at our discretion.

You are solely responsible for the cost of any assessments, testing, or expert opinions you may choose to obtain to support your claim. We do not advance funds for such purposes.

Travel Expenses: We are a virtual practice. In the event we file a lawsuit on your behalf you authorize us to request court hearings and mediations be held by telephone or videoconference whenever reasonable and not contrary to your interests. If we attend a hearing or mediation in person we will travel at no cost to you.

Funds Received: To facilitate the prompt collection of money on your claim and payment of our fees and costs, you authorize us to receive and direct all funds associated with your claim, including but not

limited to funds paid in settlement of claims, funds paid in satisfaction of judgment, and on-going benefits, to a trust account to be promptly disbursed to you after the recovery of outstanding costs or disbursements and the deduction of applicable fees. You agree to take all reasonable steps to direct all payments to our IOLTA (Interest on Lawyers' Trust Accounts) trust accounts, including facilitating and authorizing the direct deposit of payments. You will provide us with the payment information necessary to send received money to you.

You are responsible for all taxes associated with money we receive on your behalf, including on the portion we deduct for fees or our recovery of costs and disbursements. We will not pay any taxes on your behalf.

We will deposit any funds held on your behalf in a pooled interest-bearing trust account called an IOLTA account, a procedure approved by the Supreme Court in each state in which we practice, whenever the amount of the funds, duration of the deposit and current interest rate will not produce a positive net return after deducting the cost of establishing and administering the account. The interest accruing on such funds, net of transaction costs, is paid to a Supreme Court-approved foundation which uses it to provide lawyers to persons who cannot afford them. The interest is not taxable to you.

Invoices: We will invoice you for fees and costs at our discretion. Invoices are due upon receipt. Invoices not paid within thirty days of issuance will accrue interest at 9% per year. If any invoice remains unpaid for sixty days we may, consistent with our ethical obligations, stop performing legal services for you until payment arrangements satisfactory to us are made. We may defer invoicing of costs at our discretion and doing so does not waive our right to payment.

Termination: Either of us may terminate this engagement at any time for any reason prior to closure of your claim by written notice, subject only to our ethical obligations to you as your lawyers. Notice of termination must be in writing. Termination of this engagement does not end your obligation to pay for our work on your behalf prior to termination.

Cooperation: We want to provide you with the best representation possible. To do so it is essential that you give us timely, complete, and accurate information when we ask for it, take the necessary steps to acquire materials supporting your claim, and appear at hearings or mediation sessions. We cannot be responsible for the consequences of a failure to cooperate in these respects.

Choice of Law, Venue, and Costs in Disputes: We are incorporated in the State of Washington. You agree that the terms of our engagement are governed by Washington law and that you can bring claims against us arising out of our work for you or out of this agreement exclusively in Spokane County, Washington Superior Court or the United States District Court for the Eastern District of Washington, as applicable. You agree that in the event of such a claim each side will bear its own legal fees and costs.

In the event we pursue a claim against you for any breach of this agreement or failure to pay fees and costs owed under it, you agree the Spokane County Superior Court and the United States District Court for the Eastern District of Washington have personal jurisdiction over you and we can sue you there on any claim related to this agreement. You agree that in any suit over unpaid fees or costs the prevailing party will be entitled to recover its reasonable attorney fees and costs. You agree to pay all our attorney fees and all costs of pursuing and collecting payment for amounts owed under this agreement or under judgments issued in our favor against you.

Consent to Electronic Communications: Our day-to-day operations are virtual and we communicate with clients via phone, videoconference, e-mail, text message, fax, and website portal. You consent to receive communications from us via these methods consistent with any applicable laws or regulations. You agree that notice by either e-mail or physical mail constitutes “written notice” to you.

Records Retention: We only maintain electronic files. We will retain your client file and records for seven years after the file is closed. You can request a copy of your file and records from us by contacting us in writing.

Integration and Severability: This contract supersedes any other agreements or promises we or you have made before now. If any part of it is held to be invalid under the law, the other parts remain enforceable.

Consent to Check for Outside Conflicts of Interest: Our attorneys may be employed by or contract with other lawyers or law firms to perform unrelated legal work. Based on the information you have provided to us we have no reason to expect our attorneys have a conflict of interest in representing you because of that other work. You consent to our disclosing your name and the identity of adverse parties to other lawyers or law firms on a confidential basis solely as necessary to identify potential conflicts of interest.

CONTINUED ON THE NEXT PAGE

24-Hour Rescission: You can rescind this agreement within 24 hours of signing it by notifying us in writing at info@erisaborealis.com.

We hope that you find these engagement terms and conditions acceptable. Please sign below to agree to them.

/s/ Hans N. Huggler
/s/ Alexa M. Shasteen
Borealis Benefits Law, Inc.

I, _____, AGREE TO THE ABOVE TERMS AND CONDITIONS OF ENGAGING BOREALIS BENEFITS LAW, INC. AS MY ATTORNEYS.

Dated: _____

SAMPLE