

Victor Forberger, Esquire

Admitted to Massachusetts and Wisconsin bars
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Unemployment Consult Fee Agreement

1. _____ [name] (hereinafter "Client") of _____

[Client's address, e-mail address, and phone number] is engaging Victor Forberger, Esquire (hereinafter "Attorney"), to consult over the phone on an unemployment question or issue.

2. 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.
3. ~~Client agrees to pay Attorney hourly fees at the rate of \$250.00 per hour. Attorney customarily increases hourly rates on an annual basis. Attorney will provide Client with written notice of any increase in Attorney's hourly rate 30 days prior to the increase.~~ Client agrees to pay Attorney a flat fee \$50.00 for this unemployment consultation. Should further representation be mutually agreed on, this \$50.00 consultation fee will serve as partial payment of \$330.00 / \$370.00 / \$440.00 / \$470.00 / \$570.00 / \$670.00 / \$770.00 / \$880.00 / \$990.00 for representation in this matter.

Pursuant to Wis. Stat. § 108.09(8)(b), fees for representing claimants in unemployment matters before an administrative law judge (aka, the appeal tribunal) or the Labor and Industry Review Commission are capped, in the aggregate, at 10% of the amount at stake unless the Department of Workforce Development first grants permission for a greater fee. No such limitation applies to the representation of employers in these unemployment matters, and this limitation does not apply as well to claimants in court proceedings.

4. Should additional representation be agreed on, Client agrees to pay an additional \$100.00 as an advanced fee for legal services of Attorney, and ~~\$_____.00 as an initial advance against costs to be incurred in this matter. Advanced cost will be placed in Attorney's trust account and disbursed as costs are actually incurred. Advanced fees will not be placed in Attorney's trust account.~~ Advanced fees will be placed in Attorney's business account and the advanced fee sum of \$100.00 will serve as advanced payments for one hour of legal services in this matter.
5. It is understood that Attorney will bill Client for work that includes, but is not limited to, the following: office conferences, 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.
6. Client agrees to pay on demand any actual costs or disbursements incurred or advanced on Client's behalf, such as travel, mileage, lodging, parking, photocopies, 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 authorized by the Internal Revenue Service (currently \$0.55 per mile).
7. Attorney is obligated to refund any unearned fees at the conclusion of the representation. Client hereby consents to Attorney placing advanced fees in Attorney's business account.
8. It is the Attorney's practice to provide Client a monthly bill for services rendered. The details of these arrangements regarding the frequency and nature of this billing can be determined on an on-going basis between Client and Attorney. Notwithstanding any billing arrangement between Client and Attorney, Client retains all rights to ascertain the status of his or her case and the amount of work provided by Attorney in representing Client, provided that Client gives Attorney reasonable notice regarding such inquiries.

9. At the conclusion of the representation, Attorney will provide Client with a written accounting of all fees and costs incurred in the matter, or an accounting of fees and costs incurred from the date of last billing statement sent to Client, and a refund of any advanced fees that have not been earned or advanced costs that have not been used. If Client disputes Attorney's determination as to what amount, if any, must be refunded to Client, Client must provide Attorney with written notice of the dispute within 30 days from the date of the final accounting. If the dispute cannot be resolved within 30 days, Attorney will submit the dispute to binding fee arbitration through the State Bar of Wisconsin Fee Arbitration Program. The State Bar's Fee Arbitration Program may be contacted c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or by phone at (800) 728-7788. Client is not required by this agreement to participate in fee arbitration and may pursue a dispute of Attorney's fees in other appropriate forums. Further, if Attorney fails to refund unearned fees, abide by a fee arbitration award, or abide by a final decision of a court with respect to unearned fees, Client may file a claim with the Wisconsin Lawyers Fund for Client Protection to recover such amount. The Wisconsin Lawyers Fund for Client Protection may be contacted c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or by phone at (800) 728-7788. Client is hereby notified that Attorney reserves the right to require additional fee and cost advances during the representation.
10. *Statements for services, costs, and disbursements are due and payable within 30 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 30 days will be subject to a 1% monthly (12% 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 30 days of receipt of Attorney's Billing Statement.
12. Attorney does not retain Client files indefinitely. *Absent some other agreement, Attorney will maintain Client files for at least one year after the conclusion of the matter for which Attorney is retained.* If you want to take your file after the conclusion of this representation, Attorney will provide whatever cooperation or assistance is needed in providing you or another legal representative your case file. Understandably, the Client has the ability and should maintain his or her own case file independent of Attorney.
13. 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. That is, a new representation fee and fee agreement is needed for an appeal to the Labor and Industry Review Commission, to circuit court, and to the Court of Appeals or the state Supreme Court.

Dated this ____ day of _____ 2021, at Madison, Wisconsin.

Victor Forberger: _____

Client _____ :