

## **HOURLY FEE AGREEMENT**

The undersigned, on behalf of Mary Springowski (by and through the City of Lorain) of the City of Lorain, Ohio, (hereinafter known as “Client”) hereby requests the legal services of and Mazanec, Raskin and Ryder Co., L.P.A. (hereinafter known as “Attorney”) for representation concerning lawsuit entitled *Garon F. Petty, et al. v. Mary Springowski, et al.*, Lorain County Common Pleas Court Case No. 26CV000234. Legal services will be billed on an hourly basis, with time being charged in tenths of an hour, at the following rates:

Attorneys: \$\_230.00 per hour;

Associate Attorneys: \$\_190.00 per hour;

Paralegals: \$\_110.00 per hour.

“Attorney” will use his discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, “Attorney” will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs, and filing fees. “Client” agrees that “Client” is responsible for such expenses relating to this case. Depending upon the type of case you have, expenses may also include, but are not limited to: medical treatment, charges for medical examinations and reports, the cost of accident and credit reports, hospital records, and pictures. “Attorney” is hereby authorized to charge such expenses and have such expenses billed to “Client” and “Client” agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by “Attorney” and will be the responsibility of and billed directly to the “Client”.

Invoices for legal services rendered and costs advanced or incurred are issued monthly and are payable upon receipt. Interest at the rate of two (2) percent per month will be added to the balance due on amounts which remain unpaid thirty (30) days or more.

“Attorney” reserves the right to withdraw from representation if, among other things, “Client” fails to honor the terms of this FEE AGREEMENT by failing to pay “Attorney’s” invoices, by failing to cooperate or follow “Attorney’s” advice on a material matter, or if any fact or circumstance arises or is discovered that would, in “Attorney’s” view, render our continuing representation unlawful or unethical.

You should be aware of an ethical requirement imposed on all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court. The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that “Attorney” has made no promises or guarantees to “Client” concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This FEE AGREEMENT pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which “Client” seeks representation by “Attorney”. Any other matter will require a separate FEE AGREEMENT.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
JOHN T. MCLANDRICH  
Mazanec, Raskin & Ryder Co., L.P.A.

CITY OF LORAIN  
BY: \_\_\_\_\_  
REY CARRION  
SAFETY/SERVICE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
PATRICK D. RILEY  
LORAIN LAW DIRECTOR  
DATED: \_\_\_\_\_

