LEGAL SERVICES AGREEMENT FOR KENTUCKY ASSOCIATION OF STATE EMPLOYEES (K.A.S.E.) MEMBERS

IDENTIFICATION OF PARTIES. This agreement, executed in triplicate with each party receiving an executed original, is made between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ law firm (Law Firm) and The Kentucky Association of State Employees (KASE) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Clients/Member).

LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Law Firm to Clients are as follows:

RESPONSIBILITIES OF LAW FIRM, KASE, AND CLIENTS. Law Firm will perform the legal services called for under this agreement, keep Clients informed of progress and developments, and respond promptly to Clients' inquiries and communications. Clients will be truthful and cooperative with Law Firm and KASE; keep Law Firm and KASE reasonably informed of developments and of Clients' address, telephone numbers and whereabouts; and timely make any payments required by this agreement to both LAW FIRM and KASE.

ATTORNEY'S FEES. Clients will pay Law Firm for attorney's fees for the legal services provided under this agreement at the respective hourly rates of the individuals providing the services. The rates fall within range of: $ 150.00 per hour member rate to $ 300.00 per hour non-member rate, $\_\_\_\_\_\_\_\_\_ to $ \_\_\_\_\_\_\_\_per hour for associates, and $ \_\_\_\_\_\_\_\_\_to $\_\_\_\_\_\_\_\_ per hour for paralegals at the rate pre-negotiated for KASE members by KASE with Law Firm on behalf of said Members. Law Firm will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. In addition, upon submission of proper documentation, Client will reimburse Attorney for all reasonable and customary expenses incurred while providing services for Client. Travel time shall be billed at one-half the normal hourly rate. Out of pocket expenses shall be reimbursed without mark-up or service charge.

Law Firm shall submit an invoice to Client at the completion of the work, or at the beginning of each month during the progress of the work setting forth a description of the work performed and related fees and expenses for the prior month. These statements shall be submitted to Client at the address set forth below. Client shall promptly review and pay each such invoice. Invoices which remain unpaid after 15 days are subject to service charges at one percent of the unpaid balance per month, or the highest rate legally allowed under Kentucky law. Attorney and/or KASE reserves the right to suspend further work for Client if invoices are not promptly paid and membership not properly maintained.

Law Firm will charge for all activities undertaken in providing legal services to Clients under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions preparation and participation; correspondence and legal documents review and preparation; legal research; and telephone conversations. When two or more of Law Firm's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

If, while this agreement is in effect, Law Firm increases the hourly rates being charged to clients generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Clients. If Clients choose not to consent to the increased rates, Clients may terminate Law Firm's services under this agreement by written notice effective when received by Law Firm, provided Clients execute and return a substitution-of-attorney form immediately on its receipt from Law Firm if Law Firm is Clients' attorney of record in any proceeding.

Clients acknowledge that Law Firm and KASE has made no promises about the total amount of attorney's fees to be incurred by Clients under this agreement.

COSTS. Clients will pay all "costs" in connection with Law Firm's representation of Clients under this agreement unless otherwise provided in writing by KASE Executive Board to Law Firm prior to clients/member receiving services. If the Client/Member receives funds from KASE to assist in the payment of legal services then the Client/Member agrees to maintain membership with KASE for a period of no less than thirty six (36) months no matter Clients/Members employment status or continued employment status with their employer at the time of assistance. In the event the Client/Member fails to maintain membership for the period specified above then Client/Member agrees to pay in full all outstanding service and membership dues fees to both the Law Firm and KASE in full within fifteen (15) days of cancellation of KASE membership no matter what the cause be it voluntary or in-voluntary. Outstanding monthly KASE Membership dues owed to KASE upon cancellation of membership will be pro-rated and credit given on a month to month basis in calculating dues owed to KASE calculated from the date of completion of services by Law Firm. Any outstanding fees owed to Law Firm at time of cancellation of KASE membership shall then be recalculated and assessed at the non-member rate for each month left outstanding during the thirty six (36) month membership period. Costs will be advanced by Law Firm and then billed to Clients unless the costs can be met out of client deposits that are applicable toward costs. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees.

DEPOSIT FOR FEES. Clients will pay to Law Firm an initial deposit of \_\_\_\_\_\_\_\_ dollars ($ ), to be received by Law Firm immediately or on or before the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and to be applied against attorney's fees and costs incurred by Clients. KASE with prior approval of its Executive Board has agreed to pay \_\_\_\_\_\_\_\_\_\_\_ dollars towards any fees occurred by Clients/Member. Of this amount, \_\_\_\_\_\_\_\_\_\_ dollars ($ ) is nonrefundable and \_\_\_\_\_\_\_\_\_\_\_ dollars ($ ) is refundable. The nonrefundable portion will be applied against attorney's fees first. If, at the termination of services under this agreement, the total amount incurred by Clients for attorney's fees is less than the amount of the initial deposit, the difference, to a maximum of the refundable portion of the deposit, will be refunded to Clients.

Law Firm will notify Clients whenever the full amount of any deposit has been applied to attorney's fees incurred by Clients. Within 15 days after each notification is mailed, Clients will pay to Law Firm an additional deposit in the same amount as the initial one. Deposit of such additional amounts and payment of any interest earned will be made in the same manner as for the refundable portion of the initial deposit. Clients authorize Law Firm to withdraw the principal from the trust account to pay attorney's fees concurrent with the fees being incurred by Clients. Such additional deposits will be fully refundable.

Law Firm will notify KASE and/or Clients whenever the full amount of any deposit has been applied to costs incurred by Clients. Within 15 days after each notification is mailed, Clients will pay to Law Firm an additional deposit in the same amount, and to be applied in the same manner, as the initial one. Deposit of such additional amounts and payment of any interest earned will be made in the same manner as for the initial deposit. If, at the termination of services under this agreement, the total amount incurred by Clients for costs is less than the total amount of all deposits, the difference will be refunded to Clients.

STATEMENTS AND PAYMENTS. Law Firm will send KASE and/or Clients monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within 30 days after the statement is mailed.

Protection of Confidential Information. All work product of Attorney in the performance of this Agreement, including without limitation, analyses, reports, documents and other information, shall be considered Confidential Information. Any information disclosed to Attorney by Client or others on behalf of Client in connection with this Agreement shall also be considered Confidential Information.

Except as KASE and Client may authorize in writing, Attorney shall not disclose any Confidential Information or use it for any purpose other than the performance of services under this Agreement. Promptly upon either KASE or Client's request, Attorney shall deliver to KASE or Client all Confidential Information received from KASE, Client or others which Attorney has in her or his possession, but Attorney is authorized to retain copies for archival purposes.

Termination. This Agreement may be terminated by any party on written notice by one party to the other party(s). Immediately upon receipt of such notice, Attorney and/or KASE shall stop all work, but any work done through the date of termination shall be paid for as provided above.

Applicable Law / Entire Agreement. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky.

This Agreement constitutes the entire agreement and supersedes all prior agreements and understanding, both written and oral, between the parties relating to the subject matter hereof. It shall not be amended, supplemented or superseded except by a written agreement signed by both parties.

Notices. All notices, invoices, correspondence, consents, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when actually received. Such notices may be given personally, by registered or certified mail, or by facsimile transmission

Waiver. Failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every provision thereof. The waiver of any provisions of this Agreement or any breach thereof shall not constitute waiver of any subsequent breach of the same or any other provisions of this Agreement.

Survival. The obligations of Attorney under this Agreement shall survive termination or expiration of this Agreement for a period of five (5) years.

Dispute Resolution. In the event of any disagreement or dispute concerning this Agreement, Attorney, KASE and/or Client/Member shall exercise reasonable efforts to resolve the matter amicably. Failing that, any matter concerning the fees charged to client hereunder, or failure to pay the same including membership dues to KASE, shall be first brought before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for resolution. Attorney and/or KASE retain the right to bring a collection action in any court of competent jurisdiction, and Client agrees to submit to the jurisdiction of the courts of the Commonwealth of Kentucky. In any such action, the prevailing party shall be entitled to attorney’s fees and costs from the non-prevailing party(s).

EFFECTIVE DATE OF AGREEMENT. This agreement becomes effective as of the date of the when it is executed by the third of the parties to do so.

The foregoing is agreed to by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Law Firm by Date KASE Executive Board Member Date

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