

# ARENA LAW OFFICES, L.L.C

1110 NORTH OLD WORLD THIRD STREET

RIVERFRONT PLAZA, SUITE 210

MILWAUKEE, WISCONSIN 53203

(414) 645-6100

ANDREW P. ARENA

FAX (414) 645-3500

---

## Arena Law Offices Prepaid Legal Plan Agreement:

1. The following agreement is between \_\_\_\_\_ hereinafter referred to as Aclient@ And Arena Law Offices, LLC by Attorney Andrew P. Arena hereinafter referred to as AAttorney@

2. The Attorney is hereby offering to provide certain legal services on a pre-paid basis for a case opening administrative fee of \$20.00 and a recurring fee of \$29.99 per month to be paid along with the \$20.00 and every month thereafter. The client is hereby agreeing that the fees will be paid by a credit card (Visa or Mastercard) on file in the Attorney=s Office, and shall be charged on the first business day of each month. The first month shall be pro-rated from the date that this agreement is received in Arena Law Offices, LLC. This pre-payment contract shall be binding upon the parties affixing their signature hereto. This is a pre-paid legal plan and is considered ethical and the attorney is legally able to provide this plan pursuant to Wisconsin Supreme Court Rule 11.06 which states that an Attorney may provide legal services that complies with the following conditions:

a) The plan shall be written and provide:

1. The benefits to be provided, including all exclusions and conditions;
2. Procedures for the review and resolution of disputes arising under the plan, but the plan may not require a client to submit to binding arbitration of any grievance or dispute related to an attorney=s professional services;
3. That a person participating in the plan may obtain legal services independently of the plan;
4. That an attorney furnishing legal services under the plan is free to exercise independent professional judgment.

### 3. FORUM

The client understands that this plan is for the Attorney to provide legal services in the State of Wisconsin pursuant to the terms of the plan outlined herein.

### 4. INDEPENDENCE OF CLIENT

As stated in 2.a)3. The client may at any time hire any other Law Firm, or Attorney to provide

Initials: \_\_\_\_\_

any legal service to them. This plan does not bind the client to retain Arena Law Offices or Attorney Andrew Arena to handle any legal matter on their behalf. The client is free to hire another attorney that they choose.

## 5. RESERVATIONS

The Attorney may from time to time hire other attorneys or utilize associate counsel to complete a legal obligation under the terms of this agreement. The legal work will be supervised by Attorney Arena but due to periods of high volume or long travel distance additional outside individuals may be required to provide proper service.

## 6. PLAN DETAILS

The plan will require an administrative case opening fee of \$20.00 to cover the costs in paper and postage associated with opening a file. The fees will be paid by a credit card on file, there will be no billing. Early termination fees will apply as it will be a one year contract, and the contract will be paid in full upon termination. The annual fee will be \$359.64 if one wants to quit they will have to pay the monthly fee for the number of months left on one year. All services provided will be billed at the regular hourly rate or rate charged in Arena Law Offices, LLC.

A. Referral program. If a client member refers three people that sign contracts for the pre-paid legal or hire Arena Law Offices, LLC for a case that generates a fee over \$400.00 the person will receive a one month credit, which may be credited for every three people referred. There will be a statement at the end of one year.

B. The plan will consist of the following:

1. A fifteen minute face to face meeting or phone meeting that will start the process. A questionnaire will be completed that will have them provide personal information, credit card information and the reasons that they have hired a lawyer in the past which will be for the purposes of determining if there is a conflict of interest. The file will have a photo taken and attached to the file for identification purposes. A valid credit card, debit card, or electronic fund transfer authorizing funds to be transferred from a checking account. Any credit card shall have an expiration date beyond the contract term. All accounts will be charged on the first of the month. If a client joins mid-month there first month will be pro-rated to the first of the month. After one year the person will be able to terminate without an early termination fee. If they want to terminate after one year they must indicate that they are terminating membership thirty days prior to the end of the year.

2. The plan will include two written letters per year to be sent to another party

establishing legal rights or putting someone on notice of a claim, denial of liability, or other

Initials: \_\_\_\_\_

issue. The facts for the letter must be sent by an e-mail to a designated e-mail box which shall be [andrew@arenalaw.com](mailto:andrew@arenalaw.com). The client must give their membership identification number. They will be provided with a membership card and number which must be in the reference line of the e-mail.

3. One fifteen minute phone call per quarter to provide legal advice or create a record of a legal situation that the person may need guidance on. This phone call if it goes past fifteen minutes will be billed \$1.00 per minute to be charged to the credit card upon an e-mail statement that will require a response within two business days, or it will be deemed agreed to. The client will be told when their fifteen minutes is up and will have to give consent to the additional charges.

If research needs to be done to properly advise the person it will be conducted and a call will be returned within 24 to 72 hours. The first half hour of research will be part of the plan. If research goes beyond a half hour it will be billed at \$1.00 per minute.

4. Representation on two traffic tickets which will be violations of chapter 346 of the motor vehicle code, but will not include OWI=s which will be subject to regular fees. This representation will be for Milwaukee, Waukesha, Racine, Ozaukee Counties and shall include all municipalities. Other jurisdictions shall be included on a case by case basis at the discretion of the Attorney. In the event travel is required the parties shall agree on reasonable compensation. This will not include traffic tickets received prior to the pre-paid legal contract being entered. If client quits the contract before the year has ended the regular fee for traffic tickets will be charged with the applicable cancellation fees.

5. Any services provided pursuant to this contract regarding criminal cases, traffic tickets, or ordinance violations will not be provided pursuant to the plan if the events occurred prior to the plan being entered. In the event that the contract is terminated by the client prior to the end of the year will result in regular and customary prices being charged for the services rendered, and will be part of the damages added to early termination penalties. Early termination will include all court costs and actual attorneys fees as well as costs of collection.

Special prices for members and their immediate family members, which shall include spouse, children, brothers and sisters, grand children, nieces and nephews.

1. A non-traffic ordinance violation in a municipal court will be set fees of \$150.00 for initial appearance and pre-trial. The client will have to communicate the charge and explanation by confidential e-mail to be followed up by a phone call. The citation should be scanned or faxed to 414-645-3500. If a trial is necessary there will be an additional fee of \$300.00 plus actual expenses for subpoenas and investigations. Travel will be billed at .52 cents per mile if the trip is more than 10 miles. The first 10 miles will always be free.

Initials: \_\_\_\_\_

2. Real Estate transactions will be at reduced rate of \$100 to draft an offer and negotiate. Flat fee of \$500.00 to guide the transaction, review title policy, closing statement and appear at closing. If it is a transaction without a broker and the seller procures the buyer but needs assistance the transaction fee shall be \$1500.00. If the buyer requires representation without a broker the entire transaction through the closing shall be \$750.00. These prices are for clients of the pre-paid legal services.

3. The hourly rate on general civil work will be reduced from \$250.00 per hour to \$150.00 per hour. In Divorce cases without children the rate will also be \$150.00 per hour. A Divorce with kids or post divorce judgments to change placement will be billed at \$200.00 per hour. ( a separate written fee agreement shall be signed.) These rates shall apply as long as the client is under a pre-paid legal contract, however, if the term is ended or terminated the regular hourly rate of the Law Firm shall apply at that time and a new fee agreement will be entered.

4. Criminal cases will be a flat fee of \$1,000.00 for initial appearance and pre-trial. The flat fee for a jury trial will be \$2,500 which will not include out of pocket costs. A felony case will be handled for \$500.00 for pre-charging representation at a charging conference, initial client interview and consultation, a jail visit if needed, and phone calls. Initial telephonic advice will be included in the quarterly call system under number three. If there isn't one of the quarterly calls available it will be billed and charged at \$1.00 per minute. A call for a felony situation will be taken and the call may count as future quarterly calls in order to ensure representation and advice in a very serious situation. If a jail visit is necessary the \$500.00 pre charging fee shall be paid and billed on the credit card on file or by the delivery of cash or money order. Once a

felony is charged the pre-trial representation will be \$3,000.00 with an additional \$1,000.00 per

Initials: \_\_\_\_\_

motion that is filed. The trial will be a flat fee of \$5,000.00 and will not include out of pocket costs. On any criminal case a separate fee agreement will be filed once the person is charged by the Prosecuting Attorney. This fee structure does not include homicides, or felony sexual assaults, or theft from an employer, white collar crime or other financial crime that involves over \$30,000.00.

5. If the type of case is not handled by Arena Law Offices, LLC the client will be referred to an outside attorney that will set their own fee based on their customary practices.

6. A simple will for \$35.00. A durable health care power of attorney \$30.00 and a financial power of attorney for \$30.00.

7. Fees to be determined on a case by case basis for zoning changes, food and liquor licenses.

Initials: \_\_\_\_\_

8. Small corporate matters starting and creating a Limited Liability Corporation \$250.00 plus applicable state fees and charges.

9. Chapter 7 Bankruptcies will be charged at \$600.00 plus costs of court filing fee, credit report fee, and education certificate.

**5. DISPUTES:**

Any dispute as to whether or not the service as outlined in this agreement were properly provided shall be subject to voluntary mediation with the costs of the mediation to be split equally or at the discretion of the Attorney to be paid by the Attorney. The parties hereto may agree to pick the mediator, if a mediator can not be agreed upon the Attorney will select Honorable Charles Khan mediation services, Honorable Michael Guerin or any other mediator selected by client that may be agreeable.

Any fee disputes shall be subject to arbitration as follows:

Milwaukee Bar Association Fee Arbitration program and can be located at 424 E. Wells St., Milwaukee, WI 53202. The 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 Arena Law Offices, L.L.C 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.

**6. NOTICE OF RETENTION OF EARNED FEES**

All monthly fees paid by the client will be considered earned upon payment. This is in consideration of the ongoing attorney client relationship and in order to protect confidences in the future and past. The funds therefore, shall be deposited in the firms general business account.

**7. AGREE TO THE TERMS and CONDITIONS:**

By affixing their signature and initialing each of the pages the client is hereby agreeing to all of the terms and conditions of this pre-paid legal plan being offered by Arena Law Offices, LLC and Attorney Andrew P. Arena.

Dated this \_\_\_\_ Day of \_\_\_\_\_

Client: \_\_\_\_\_

acceptance: Attorney Andrew P. Arena by signing hereto has agreed to provide the services outlined herein and to protect confidences, follow the ethical rules established by the Wisconsin Supreme Court, and be a valued advisor and counselor to the client, in an effort to foster a professional and long lasting relationship based on truth, and the acquiring of justice.

Dated this \_\_\_ Day of \_\_\_\_\_

Attorney: \_\_\_\_\_