

Christopherson Law Office, P.C.

Kim T. Christopherson
Attorney at Law

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May 31, 2013

ATTORNEY - CLIENT AGREEMENT

(HOURLY RATE)

This Attorney - Client Agreement is entered into this 30th day of May, 2013, by and between **Kalispell Aerie No. 234, Fraternal Order of Eagles**, (hereinafter referred to as "Client") and Kim T. Christopherson of CHRISTOPHERSON LAW OFFICE, P.C. (hereinafter referred to as "Law Firm").

1. **CONDITIONS.** Law Firm will have no obligation to provide legal services until Client returns a signed copy of this Agreement.
2. **SCOPE AND DUTIES.** Client hires Law Firm to provide legal services in ***Craig Christopherson v. Kalispell Aerie No. 234, Fraternal Order of Eagles, Flathead County District Court Cause No. DV-13-409C.*** Law Firm shall provide legal services reasonably required to represent Client in the District Court and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Law Firm, cooperate with Law Firm, keep Law Firm informed of material developments relevant to the case, abide by this Agreement, pay Law Firm's bills on time, and keep Law Firm advised of Client's address, telephone number, and whereabouts.
3. **DEPOSIT.** Law Firm requires a deposit of \$2,500.00 from Client at this time. Said funds shall be deposited into Law Firm's trust account and held in Client's name. Law Firm shall draw upon this deposit of funds to pay Client's attorney fees and costs incurred in pursuing Client's claim(s). Client hereby authorizes

Law Firm to withdraw sums from the trust account to pay Client's attorney fees and the costs Law Firm incurs on Client's behalf. Any unused deposit at the conclusion of Law Firm's services will be credited against any outstanding costs and expenses. The remaining funds, if any, shall be refunded to Client. Client will make additional deposits to the trust account, when requested to do so, in the amounts Law Firm requests. **Client understands that the deposit made to trust is an advance on costs and attorney fees, and thus, is not an estimate of either the amount Client will owe in attorney fees for the work Client has hired Law Firm to perform or for total costs Client will incur for the duration of Law Firm's representation of Client in this matter.**

4. **LEGAL FEES.** Client agrees to pay \$200.00 per hour for the legal services of Kim T. Christopherson. Law Firm charges in minimum units of .05 hours.
5. **COSTS AND EXPENSES.** In addition to paying attorney fees in accord with Paragraph 4 above, Client shall reimburse Law Firm for all costs and expenses incurred by Law Firm, including, but not limited to, filing fees, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, mileage (at 56.5 cents per mile or the then current rate, as established by the Internal Revenue Service), investigative expenses, consultants' fees, expert witness fees, large in-house copy jobs (50 pages or more), color copies, out-sourced copy jobs, and similar items.

Client shall reimburse Law Firm for long distance telephone calls, postage, small in-house copy jobs, faxes, and other similar costs by paying an administrative charge of 4% of attorney's fees. Accordingly, each month, in addition to costs and other expenses incurred, Client shall be billed 4% of the attorney fees billed as the administrative charge.

Client authorizes Law Firm to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Law Firm's judgment, unless one or both of the statements below are initialed by

Client and Law Firm.

_____ KTC Law Firm shall obtain Client's consent before incurring any cost in excess of \$350.00.

_____ KTC Law Firm shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

6. **STATEMENTS.** Law Firm shall send Client periodic statements showing time spent working on Client's case, for costs and expenses incurred, and for the administrative charge. Law Firm will transfer its billed amount from Client's trust account to Law Firm's general account. If payment is not taken from Client's trust account or if an insufficient amount is in Client's trust account to pay the entirety of each statement, Client shall pay Law Firm's statements or the balance thereof within 15 days after each statement's date.
7. **INTEREST.** Statements that are not paid within 30 days after receipt will accrue interest on the unpaid balance at the rate of 1.5% per month.
8. **LIEN.** Client hereby grants Law Firm a lien on any and all claims or causes of action that are the subject of Law Firm's representation under this Agreement. Law Firm's lien will be for any sums due and owing to Law Firm at the conclusion of Law Firm's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise. The lien created by this provision is supplemental to the lien created by Section 37-61-420, Montana Code Annotated.
9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Law Firm at any time. Law Firm may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Law Firm or to follow Law Firm's advice on a material matter, or any other fact or circumstance that would render Law Firm's continuing representation unlawful or unethical.
10. **CONCLUSION OF SERVICES.** When Law Firm's services conclude for any reason, any unpaid charges shall become immediately due and payable. After

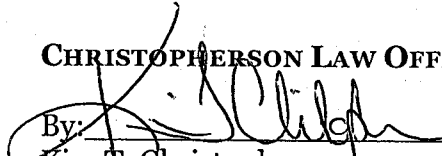
Law Firm's services conclude and Law Firm is paid in full for all sums owed, Law Firm will thereafter make Client's file and other property available for Client to pick up.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Law Firm's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Law Firm makes no such promises or guarantees. **LAW FIRM'S COMMENTS ABOUT THE OUTCOME OF CLIENT'S MATTER ARE EXPRESSIONS OF OPINION ONLY.**
12. **EFFECTIVE DATE.** Law Firm shall be bound by this Agreement when Client has performed the conditions stated in Paragraph 1, but the Agreement's effective date will be retroactive to the date Law Firm first provided services. Even if Client does not perform the conditions in Paragraphs 1 and/or 3, Client shall be obligated to pay Law Firm the reasonable value of any services Law Firm already may have performed for Client.
13. **ATTORNEY FEES AND COLLECTION FEES.** In any litigation arising out of this Agreement or Law Firm's performance of the legal work within the scope of this Agreement, whether or not Client signs and returns an original hereof, the successful litigant shall be entitled to receive from the other party, in addition to the costs and disbursements provided for by statute, a reasonable attorney's fee as fixed by the Court. Client shall also be responsible for paying any collection fees and costs associated with the collection of any past due balance on Client's account, whether or not litigation arises.

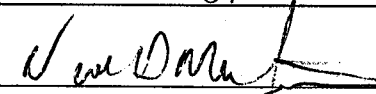
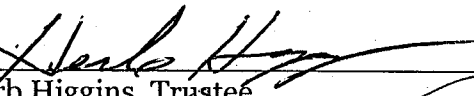
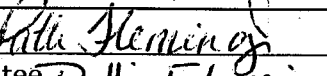
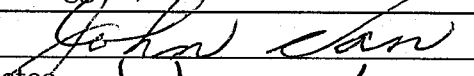
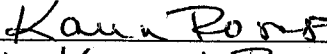
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14. **CLOSING THE FILE.** Upon completion of the Scope and Duties listed in this Agreement, Client's file shall be closed upon receipt of final payment of any outstanding costs or fees. Closing the file will end the attorney-client relationship for the matters listed herein.

CHRISTOPHERSON LAW OFFICE, PC

By: 
Kim T. Christopherson
Date: 5/30/13

Fraternal Order of Eagles
Kalispell Aerie No. 234

By:  Neal Montgomery, Trustee and Secretary	By:  Herb Higgins, Trustee
By:  Trustee Patti Fleming	By:  Trustee John Van
By:  Trustee KAREN ROGERS	