

ADLER ATTORNEYS TERMS & CONDITIONS

ADLER ATTORNEYS 136 S. 9th Street, Suite 400 Noblesville, IN 46060

TERMS AND CONDITIONS

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1. **Overview**

Adler Attorneys (we/us) want to share how we operate and explain our Client Agreement process.

2. **Client Agreement**

There are two components that make up your Client Agreement with Adler Attorneys. The first is the Fee Agreement (2.1 below), which you have signed separately. The second are these Terms and Conditions (2.2 below), as they may be amended from time to time.

Together, these two components make up your Client Agreement. Adler Attorneys may not consider itself hired by you until the Client Agreement is completed and all Retainer or get started payments are made.

The Client Agreement constitutes the entire agreement of the Client(s) and Adler Attorneys (Parties) and supersedes any previous understanding, written or oral agreements, or representations between the Parties.

2.1. **Fee Agreement**

The Fee Agreement was signed separately and contains the terms specific to your matter, including the fee type, rates, and scope of representation. For information on rate adjustments, see Chargeable Events (20.1 below).

2.2. **Terms and Conditions**

You agree and understand that these Terms and Conditions are part of your Client Agreement. They are incorporated by reference into the separately signed Fee Agreement and the Fee Agreement you signed is incorporated by reference into these Terms and Conditions.



3. **Case Staffing**

While in general each attorney handles their own cases, we do assist each other. Unless we receive specific written instructions that you wish only one attorney to work on your case, we will work in a manner we feel is best to try to achieve a resolution of your matters.

Adler Attorneys may employ associate counsel or other experts. Our staff team will handle as much of your case as possible. It is simply less expensive for you that way.

4. **Documents and Witnesses**

Client(s) agrees to be responsible for providing Adler Attorneys with all factual basis necessary for the prosecution or defense of the matter(s), including the name and contact information of all witnesses, brief summaries of the expected testimony, and all relevant documents.

5. **Disclosure**

The provisions of the fee agreement and these terms and conditions may be disclosed to the Court and we have the right to advise the Court of any amounts that we have received on account. We may also disclose it to a mediator or opposing counsel to obtain a fee award.

6. **Withdrawal**

1. Client(s) understand Adler Attorneys will investigate Client's claim and, if after so investigating, the claim does not appear to Adler Attorneys to have merit, then Adler Attorneys shall have the right to cancel this Agreement and withdraw from case.



2. We have the right to withdraw if you do not pay, have misrepresented or failed to disclose material facts to us, or if you fail to follow our advice.

3. We also have the right to withdraw in our sole discretion—just as you have the right to discharge us in your discretion. We do not want to be in a relationship that is uncomfortable and we are sure you do not want that either. Thus, either of us may end it if we so desire for no reason at all.

4. In any event, you will execute such necessary documents as will permit us to withdraw. It is not unusual for lawyers and clients to disagree about how a case should be handled. If you disagree with our handling of the case, tell us immediately. The only way we can function is for you to be as candid with us as we are you. It is your case.

7. Attorney Lien

We shall have a lien on all documents, property, or money in our possession for the payment of sums due to us. In addition, we shall be entitled to a lien ensuring that payment will come from the recovery results of the litigation. If it is necessary to sue you for fees, you will pay, in addition to any judgment for fees and advances, all costs and expenses necessitated thereby, including reasonable attorney fees for the suit. You agree such a suit may be brought in Hamilton County, Indiana, and you waive trial by jury.

It is agreed and understood that if this employment is upon a contingent fee basis, and if no recovery is made, Client(s) will not be indebted to Adler Attorneys for any attorney fees, but will be responsible for expenses, if you discharge Adler Attorneys prior to the resolution of your case, Adler Attorneys withdraws for any

reason listed herein, or you settle your case without Adler Attorneys' approval. Under these circumstances, Adler Attorneys will be entitled to a lien on any compensation recovered for my/our claim or lawsuit.

8. No Guarantee

You acknowledge that we have made no guarantees as to the outcome of any phase of the matter for which we have been retained, as all expressions are only our opinions.

9. Scope of Representation

The provisions of the fee agreement apply only to the matter referenced in the Fee Agreement and unless otherwise specifically provided, our representation of you will be for proceedings in that matter only and at the trial court.

If appellate proceedings are instituted, whether interlocutory or plenary, further fee agreements must be made.

This Client Agreement pertains only to our services to you through final judgment or the scope of representation detailed in the Fee Agreement.

10. Cooperation

Your cooperation is important. So is ours. You must keep us informed immediately of any change of address, telephone number, employment, and other pertinent circumstances. Full disclosure to us is essential to enable us to represent you properly. Your cooperation and promptly filling out and returning all documents sent to you are essential. If you have any questions about this agreement, please call us immediately. The best time to resolve these questions is now. This is a legally binding contract between you and this firm. If there is

anything you do not understand, ask. Do not hesitate to have this agreement reviewed by a friend or advisor. We encourage it.

Client understands that in all dealings with Adler Attorneys, at all times and with all changes, you have a right to have an independent outside attorney of your own choosing to review any contract, settlement, waiver, release or other document.

11. Litigation Strategies

Client agrees that Adler Attorneys shall determine the nature of the legal claims to be litigated, the Court and location of any litigation, the persons or entities to be named as parties, the way any litigation shall be conducted and the strategies employed. Client expressly understands that Adler Attorneys may decide not to pursue all legal claims Client may have and may decide not to sue all who may be liable.

This agreement does not obligate Adler Attorneys to initiate or defend any appeal or to defend Client in any counter, cross, or other claim which may be made by or against client. If Client desires to retain Adler Attorneys to defend any such claims made against him/her, a separate contract must be entered. Client agrees to relieve Adler Attorneys from further prosecution or defense of this matter if Adler Attorneys determines in its sole judgment that the case has become economically not viable or otherwise impractical to pursue for the Client and/or Adler Attorneys.

12. Tax Issues

We are not tax attorneys, and our advice does not include any advice on tax ramifications. You need to have your tax advisor advise you and take appropriate steps in that regard to protect your interests. We are not being retained to value assets, and we do not claim to have expertise in this regard. You must determine, based upon the information obtained through the proceedings, which asset you



would like to receive, the value of those assets, and the economic ramifications. You may wish to retain experts such as accountants or financial advisors to assist you in this regard. We do not automatically search titles, determine the validity of income and expense figures supplied, or attempt to verify other underlying data provided as part of the legal proceedings.

13. Alternate Methods

There are various reasonable alternatives to litigation and we are happy to explore those with you. Adler Attorneys do not practice in the protective order area. Client understands most protective orders must be obtained by client without the assistance of Adler Attorneys.

If Adler Attorneys is required to enforce this attorney fee contract, client waives all rights to relief from valuation and appraisal laws. This contract is to be performed in Hamilton County, Indiana. When requested, you must disclose all assets and liabilities and state your monthly income and disposable income accurately.

Litigation is a difficult time with many stresses and unforeseen concerns. We are happy to counsel with you concerning nonlegal areas but counseling with a professional counselor might be more beneficial and less expensive.

14. Conflict of Interest

You waive any conflict of interest and certify you have been advised as follows:

14.1. Conflict of Interest: Current Client

A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

1. The lawyer reasonably believes their representation will not adversely affect the relationship of the other client; and

2. Each client consents after consultation.

A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibility to another client or to a third person or by the lawyer's own interest unless:

1. The lawyer reasonably believes the representation will not be adversely affected; and

2. The client consents after consultation.

14.2. Conflict of Interest: Former Client

A lawyer who has formerly represented a client in a matter shall not thereafter:

1. Represent another person in the same or a substantially related matter in which that person's interest are materially adverse to the interest of the former client unless the former client consents after consultation;

2. Use information related to the representation to the disadvantage of the former client except as otherwise permitted.

Adler Attorneys sees no apparent conflict in representing you in the matters on which you propose to employ it. You see no conflicts as well.

You acknowledge you have had the opportunity to discuss this matter with an independent attorney of your own choosing and agree to waive any conflict of interest that may exist in the representation by Adler Attorneys.

15. Bankruptcy

Adler Attorneys is a debt relief agency. It helps people file for bankruptcy relief under the Bankruptcy Code.

If a bankruptcy is filed by any party to your matter, you may be required to obtain an order from the federal bankruptcy court to proceed.

16. Case Status Updates through MyCase.in.gov

You agree to regularly check the status of your case on mycase.in.gov and attend all court hearings unless requested not to do so. Keep in mind that our team does not receive notification of issued Orders until released by the Court's management system. This means you may see an Order on MyCase before we receive or review it.

Read more here: <https://www.in.gov/courts/help/mycase/party-access/>

17. Emails and Newsletters

You hereby consent to receive periodic e-mails or newsletters from our office.

18. Electronic Communication

No one can guarantee the security of internet services, cellular telephones and/or electronic mail. Be aware of the dangers of having your conversation/communication intercepted. If you give us a cell phone number or we receive email from you, we may respond by email or to a cell phone unless you tell us otherwise.

Client consents to communication and transfer of information by use of electronic means. This includes email, cell phones, file/documents, and the firm's internet/cloud services provided by:



1. Microsoft (Microsoft.com and/or its various services, including Office 365 and Microsoft Teams),
2. Adobe (adobe.com and/or its various services),
3. Clio (Clio.com and/or its various services),
4. Box (Box.com and/or its various services),
5. WealthCounsel (wealthcounsel.com and/or its various services),
6. Airtable (airtable.com and/or its various services),
7. Mailchimp (mailchimp.com and/or its various services),
8. Quickbooks Online (<https://quickbooks.intuit.com> and/or its various services),
9. Lexis (lexis.com and/or its various services),
10. Zoom (Zoom.com and/or its various services),
11. Doxpop (Doxpop.com and/or its various services),
12. Indiana State or county websites (e.g., electronic court filing, Business Services through the Secretary of State, Access Indiana, and/or its various services), and
13. other internet services the firm may from time to time utilize.

Client acknowledges that communication to the firm through Facebook, X, LinkedIn, or other social media methods is **NOT** considered a form of communication with our office, as we do not regularly monitor those methods and may not see your message(s).



When in doubt, call us at 317-773-1974 or email your attorney through their @noblesvilleattorney.com email address (e.g., seth@noblesvilleattorney.com).

The firm may, from time to time, utilize text messages to remind clients of general matters (e.g., appointments, documents ready to review and/or request a meeting). Keep in mind that most text messaging is not a secure method of communication and may waive the attorney client privilege.

19. Parking

When visiting the Adler Building, Adler Attorneys' clients are welcome to use the two parking spaces closest to the front entrance in the parking lot on the corner of 9th Street and Maple Avenue. These two spaces have signs that say "Client Parking for Adler Attorneys only" and are numbered 1 and 2.

If these parking spaces are not available, there is street parking available near the building on 9th Street, Maple Avenue, and Cherry Street. Also, there is free 4-hour parking at The Levinson parking garage across 9th Street.

20. Attorney Fee Explanation

20.1. Chargeable Events

Billing on hourly matters will be based on an hourly charge for work of attorneys and staff. The rate includes, but is not limited to, time spend in conferences with you; reading and responding to emails; communication with lawyers or others on the telephone; pretrial and discovery of evidence; trial preparation; drafting documents; negotiations and legal research; court time and travel to and from locations away from our office; and negotiation or discussions with opposing attorneys.

Attorney and staff fee rates are adjusted annually. If our legal services continue to the next calendar year beyond the date of this agreement, we will render future monthly statements at the hourly rate then applicable.

20.2. Time Computation

It is our practice to compute not less than 1/10 of an hour for each activity, no matter how short. Such additional time as may be expended also will be billed. Charges for correspondence, calls, or document review will be made whether they are initiated by or received by this office. Some of our documents may be partially pre-drafted and will be billed at a fair amount considering the length and complexity of the documents.

Certain case administration activities may be billed at a flat fee amount to you. The Fee Agreement (2.1) will provide a list of those activities.

20.3. Costs/Expenses

Costs (also known as expenses) that we incur on your behalf will be itemized on your bill. If necessary, we will ask you to directly employ appraisers or other persons on your own behalf.

Costs and/or expenses associated with the matter are separate from and added to the attorney fee. Each case has different costs/expenses associated with it. Common costs/expenses include: court filing fees, expert witnesses, deposition fees, recording fees, publication fees, mediation fees, service fees, certified mail fees, medical record retrieval fees, medical record copy fees, paternity registry search, new birth certificate(s), mileage, etc.



20.4. Advances

You give us authority to make advances in such amounts as we determine best in representing you, for expenses, as set forth in 20.3 above.

20.5. Fee Orders

For certain cases, the Court may order an opposing party to pay part of your fees. Because these awards are totally unpredictable, they must be considered merely “on account”. Such orders depend how the court finds the law and facts to be. Regardless of whether an award is granted, you remain responsible for payment of our total fees and costs.

As an accounting practice, we may transfer to a separate bill any amount which the Court orders others to pay, however, the Judge makes any such award for your benefit and not for ours. If the other party does not pay, you remain liable. A Court award, if any, does not set or limit our fee or your liability to us. Obtaining awards against an opposing party are an additional service and you will be expected to pay fees for performing such services. Furthermore, if the Court does assess any of the fees against an opposing party to apply to that which you owe to us, the collection of such award from the adverse party by way of contempt may also be considered as a further service.

20.6. Time and Cost/Expense Estimates

We are sometimes requested to estimate the amount of fees and costs likely to be incurred. We will furnish such an estimate based upon our best professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost is invariably more or less than the amount estimated and the time to completion is always uncertain.



In hourly cases in determining the final fees we will charge for the legal services we will render for you, we must consider several factors, including:

1. The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the services promptly;
2. The amount of money or property involved and the results obtained;
3. The time constraints imposed by you and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
4. The experience, reputation and ability of the lawyers; and
5. The likelihood that the employment will preclude other employment.

The time and effort required are typically weighted most heavily.

21. Dispute

You agree that in the event any dispute shall arise with the terms of this agreement or with legal services provided by the attorneys pursuant to this agreement, you will first submit such dispute to mediation or arbitration before the American Arbitration Association governed by the laws of the State of Indiana or, at your election, according to the Christian Addendum, before filing a lawsuit.

The parties agree that the venue is Hamilton County, Indiana.

22. Billing Issues

Client agrees to carefully review all statements sent to them and to promptly notify us, in writing, within ten (10) days from the date of statement if Client believes the bill is not accurate or reasonable. In the event client fails to do so it will

be understood that client agrees with the correctness, accuracy and fairness of the statement and payment is due and owing.

23. Attorney Fee Types

We offer various types of attorney fee arrangements: Flat Fee (23.1), Contingent (23.2), Hourly (23.3), and/or a Combination Fee (23.4). These are also explained in the Fee Agreement.

No matter what attorney fee is agreed to, the Client(s) will also pay the Costs/Expenses associated with the case.

23.1. Flat Fee

A Flat Fee case is where the attorney and client(s) agree upon a total attorney fee for the matter, plus costs/expenses. Some examples may include: an uncontested adoption, an estate plan, or preparing a deed.

23.2. Contingent

A Contingent case is one where the attorney fee equals a percentage of the amount recovered on your behalf. This is commonly used in personal injury matters.

Contingent cases do not include defense of cross/counter-claims, which shall be covered by a separate Attorney Fee Agreement.

We charge an attorney fee of 1/3 (33.33%) of all sums recovered, plus costs/expenses, if the case is resolved without trial.

The attorney fees are 40% of all sums recovered if trial is required, even if the case is settled right after the trial starts.

A “get started” payment of \$500.00 on contingent cases may be required for the preliminary factual and legal investigation, file setup, computer work, records

retrieval, administrative functions, and other initial activities that will move your case toward resolution.

23.3. Hourly Fee

An Hourly Fee case is billed at the attorney or team member's hourly rate times hours worked. Hourly fees are billed at the Hourly Rates shown on the Fee Agreement, invoiced monthly. The attorney for your case will advise if a Retainer is needed in an Hourly Fee case.

23.4. Combination Fee

This is a combination Flat Fee and Hourly Fee.

For a Combination Fee, you will pay a Flat Fee amount. This Flat Fee payment is earned in full when it is paid to us. This Flat Fee will pay us to get your case to a certain point, as further described in your Fee Agreement. The Flat Fee payment is not refundable and is the Minimum Fee we will earn for your case.

If work beyond that point is needed, the case will convert to an Hourly Fee and an additional Retainer may be required to complete your case.

23.5. Retainer/Get Started Payment

Usually, we will require payment of a Retainer, known as a "get started" amount, before working a case on an Hourly basis. A Retainer is an amount paid by you to Adler Attorneys. The Retainer is deposited into the firm's trust account and applied to your matter(s) as Invoices become due. Any Retainer amount that is not used for your matter(s) will be refunded.

The get started amount is like filling up your car's gas tank. The distance you need to go determines how much gas you will need to buy. Some cases may require several tanks of gas. Others, just one. We will help you gauge your trip cost at the



initial meeting. If there is gas left in the tank at the end of your trip, it will be returned to you. If there is no gas left in the tank, your car won't work. Neither will we. Under certain circumstances, we may get out and help push your car, but only to the next gas station. The get started amount will be shown on your Fee Agreement.

We may track these amounts on a matter budget specific to your matter. As we approach the budgeted amounts, we will need to discuss filling up the tank to reach the next destination.

24. General Rate Terms.

Hourly rates are charged for both attorneys and staff. The applicable hourly rate will be shown on your Fee Agreement (2.1).

We will apply any "get started" payment against the total bill. We keep a time log to the nearest 1/10 of an hour and bill monthly.

Interest may be charged and added to any balance on your account unpaid thirty (30) days after the delivery of monthly billings. Interest will be charged at the rate of one and one-half percent (1 and 1/2%) per month, 18% per annum.

Client is responsible for payment of all costs/expenses when billed. Estimated expenses are typically shown on your Fee Agreement.

Any payment not earned will be returned to you.

Counter/cross claims, if any, would be handled on an hourly basis, plus costs/expenses, under a separate Fee Agreement.

Guardianship and probate estate fees are generally paid from the estate assets. However, we reserve the right to request interim payments.

You agree that we may accept payments from persons other than yourself, toward your account. Understand there will be no interference with our

independent professional judgment or with the lawyer/client relationship and your information will be held confidential, except as otherwise specified herein.

25. Questions

Please feel free to contact us with any questions! 317-773-1974.