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SMALL CLAIMS FLAT RATE

In an effort to service you better, Sitzmann Law Firm will now be offering **FLAT FEE** services to assist you with **small claims collection efforts** and **evictions**. Getting a judgment against a debtor can give you the ability to garnish the debtor's wages or put a lien on their property. Attached is the Fee Agreement for these types of matters.

Small Claims Money Judgment Attorney Fee: For \$450, our Firm will provide a twenty (20) minute initial consultation, prepare and send a demand letter to the debtor if necessary, up to thirty (30) minutes of relevant document review, prepare the summons and complaint, up to thirty (30) minutes of pre-hearing negotiations, up to thirty (30) minutes at the first appearance if required, simple settlement pleading preparation using the court form and follow up instructions to you for collection of your judgment. If the case is contested (meaning the debtor shows up and says they do not owe the debt or shouldn't be evicted), then you will be billed at our regular hourly rates.

Eviction Attorney Fee: Evictions are a bifurcated process: Eviction and Damages. First, the Court holds a hearing on *eviction*, or possession of the property. Second, if requested by the landlord, the Court will hold a second hearing for the landlord to request a money judgment for damages as a result of the tenant. The first step in the process (the eviction) is included in the \$450 flat rate. If a landlord wishes to pursue a judgment for damages, an additional \$200 attorney fee and the additional, applicable costs for a non-eviction will apply. If the case is contested (meaning the debtor shows up and says they do not owe the debt), then you will be billed at our regular hourly rates.

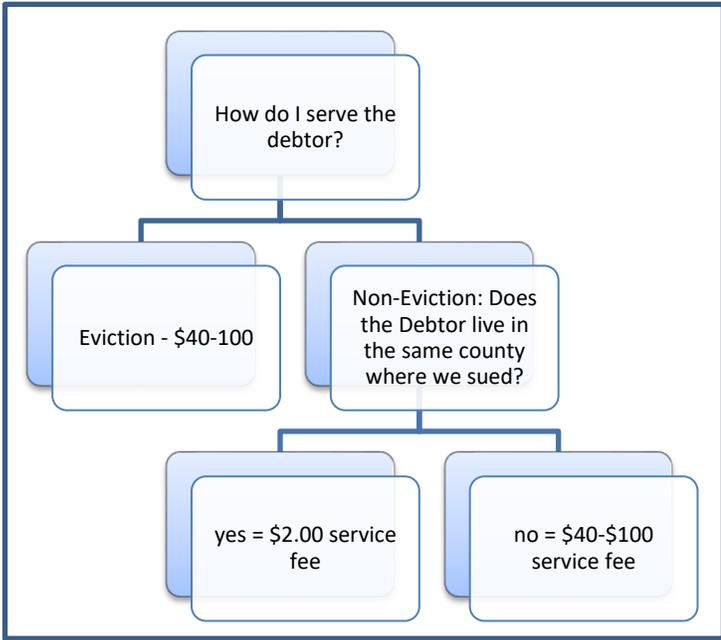
Costs: In addition to the Flat Rate, you will pay for the filing fee (\$94.50 or \$102.00 depending on County filed), service fees (\$2.00-\$100 depending on where debtor lives) and a flat rate for travel time to court, if required. All counties require appearances for eviction hearings; Brown and Outagamie Counties require appearances for money judgments. *In order to get a more precise idea of what you will be charged, please see the attached "How Much Will This Cost" document.* Our goal with this offering is to be fair and transparent in our billing practices.

If you are interested in having us proceed with a small claims case, simply sign the fee agreement, and complete the enclosed "Small Claims Information Sheet" and send it back to sara@sitzmannlaw.com. We look forward to assisting you with small claims collection needs!

Very truly yours,

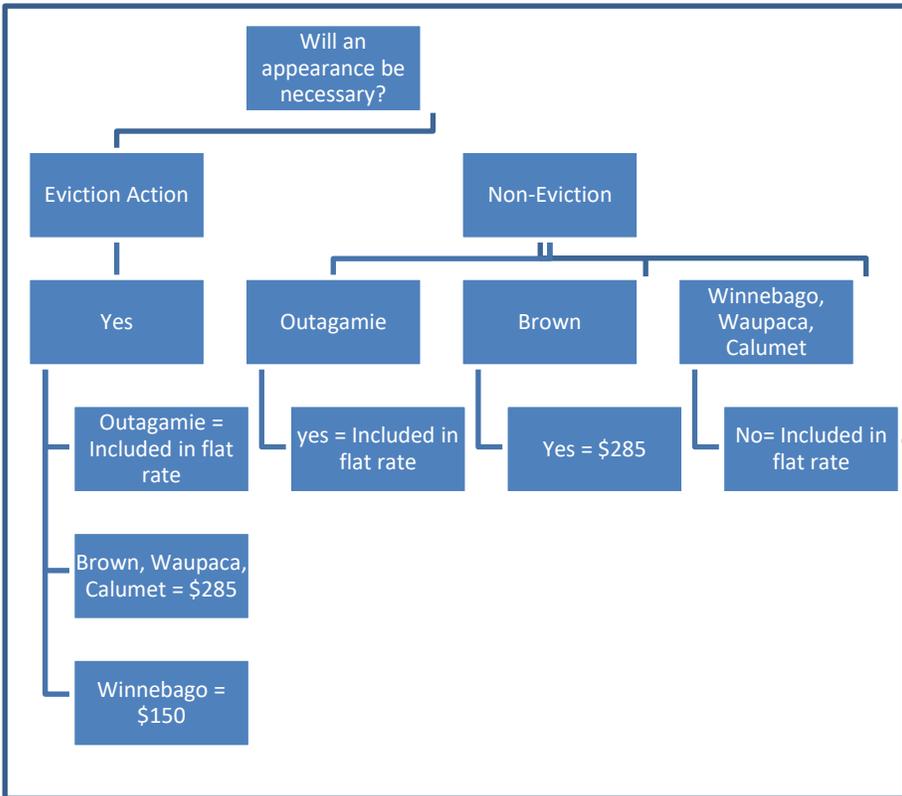
Sara K. Micheletti

**SMALL CLAIMS
HOW MUCH WILL THIS COST?**



ATTORNEY FEE\$ 450
eFILING FEE\$ 119

SERVICE FEE\$ _____



TRAVEL FEE\$ _____

OPTIONAL (for Money Judgment in Evictions):
 EVICTION MONEY JUDGMENT...\$ 100
 NON-EVICTION TRAVEL FEE\$ _____
 NON-EVICTION SERVICE FEE\$ _____
 OTHER\$ _____

TOTAL FEE\$ _____



SMALL CLAIMS INFORMATION SHEET

Your name (or business): _____

Your address and Phone Number: _____

What type of case: Eviction Money Money & Eviction

Debtor's full name: _____

Debtor's address: _____

Debtor's phone No: _____

Is the debtor married: Yes, name of Spouse: _____ No I don't know

Joint Debtor's name: _____

Joint Debtor's address: _____

Joint Debtor's ph No: _____

Any additional identifying information about the debtor(s) (birthdate, social sec#) _____

Principal amount owed: \$ _____ Interest: \$ _____ through: _____ Total: \$ _____

Did the debtor sign a contract or lease with you? Yes (ATTACH) No

Does the contract say that you can collect interest? Yes No I don't know

Why does the debtor owe you money? I provided the following service: _____ at this address: _____ on this date: _____ I provided the following materials: _____ at this address: _____ on this date: _____ Eviction Other: _____

Have you talked to the debtor about payment of this debt? _____

Are you interested in Settlement? If so, what are the terms of settlement? _____

- PLEASE ATTACH: 1. Signed contracts 2. Outstanding invoices or rent ledger 3. Any other information you think might be helpful to prove the debtor owes you money

FEE AGREEMENT

_____ (“Client”) retains the law firm of Sitzmann Law Firm Ltd. (“the Firm” or “attorneys”) as my attorneys to represent me in pursuing a small claims action against _____. The Firm and Client agree to the terms and conditions as described in this Fee Agreement.

1. Attorney Fees.

a. **FLAT RATE.**

Client agrees to pay a **\$450 flat rate** for each small claims action plus filing fees, costs and travel time when the small claims action is of the following nature: default cases (no answer from the defendant(s)) and cases that settle at the first hearing date with an unrepresented defendant. In any other scenario, client agrees to pay an hourly rate as described in paragraph 3b.

The flat rate will only include the following services: Initial twenty (20) minute meeting with Client, preparing and sending demand letter or eviction notice to the debtor if necessary, up to thirty (30) minutes of relevant document review, summons and complaint preparation, up to thirty (30) minutes of pre-hearing negotiations, thirty (30) minutes for first appearance, simple settlement pleading preparation using court form and follow up instructions for collection.

Services not provided in the flat rate include: collection efforts, actual travel time outside of Outagamie County, filing fees, service fees (personally or publication), costs, contested cases, cases that require more than one appearance, any required time of the included time as described above and/or cases where the defendant is represented by an attorney. In instances where these services are required, client agrees to pay attorneys hourly rate as described in paragraph 1b.

Client agrees to pay an **additional \$200 flat rate** when client wishes to pursue a money judgment for damages in eviction actions plus filing fees, costs and travel time when the action is of the following nature: default cases (no answer from the defendant(s)) and cases that settle at the hearing date with an unrepresented defendant. In any other scenario, client agrees to pay an hourly rate as described in paragraph 3b.

b. **WHEN FLAT RATE DOES NOT AND CANNOT APPLY**

If the action no longer qualifies for the flat rate services as described in paragraph 1a or if the action no longer qualifies as determined in the attorney’s sole discretion and instead of paying the flat rate, Client agrees to pay attorneys for the time spent in performing services connected with this matter at the attorney’s regular hourly rate. This includes all time spent by attorney, including time before the decision was made to bill at an hourly rate, beginning with the initial consultation. Client authorizes attorneys to perform all services that they deem necessary concerning such representation. Currently, the Firm’s standard hourly rates are \$265.00 per hour for Christopher Sitzmann, \$190 per hour for Andrew Micheletti, \$195 per hour for Sara Micheletti and \$90.00 per hour for paralegals.

Client has been advised that more than one attorney or paralegal may perform services connected with this matter and the rate schedule provides different hourly rates for the various attorneys in this firm. Client understands the attorneys will keep complete and accurate time records indicating the services performed. Client agrees the hourly rate schedule may be revised during the pendency of this matter provided the charges to me are those customarily charged by my attorneys for matters of this type. Client will be billed for legal research, drafting of pleadings, conferences, telephone conversations, voice mail messages, emails, receipt and drafting of correspondence and e-mail communications, all discovery, investigation of facts, settlement negotiation, depositions, preparation for and appearances in court, and all other tasks necessary to adequately handle the matter in controversy. The attorney’s time and paralegal’s time involved in out-of-office representation will be measured from the time the attorney or paralegal leaves the office until the time the attorney or paralegal arrives back at the office.

Client agrees that if the Firm receives a payment from Client but no is amount currently due, the payment will be deposited into the Firm’s trust account and treated as an advanced fee. This advanced fee will be held in the Firm’s trust account until earned. Any unused advanced fee is refundable. An accounting of the advanced fee will be provided during the representation. Any requested advance fee will be credited to your account as prepaid fees deposited into our trust account and will serve as a source for payment of our monthly statements with the stated amount disbursed from our trust account on the date that an Invoice is sent. Any unused portion of the advance fee will be returned upon the completion of the services to be rendered or sooner if our services are discontinued.

2. Fees, Costs and Travel Expenses

a. Client agrees to pay any and all Filing Fees and costs, including:

eFiling fee	\$119
Service (if defendant is in county) OR	\$2.00
Service (if defendant is out of county and evictions)	\$40-100

- b. Travel Time. Client understands they will be charged for any Attorney or firm staff member's travel time to and from the Firm office. This includes, but is not limited to, travel time concerning court appearances, conferences, meetings, depositions, pretrial conferences, motion hearings, and any other meeting involving or regarding Client.

FLAT RATE TRAVEL FEE		1 st appearance required in Money judgments?
Outagamie County	No charge	Yes
Winnebago County	\$150	No
Waupaca County	\$285	No
Brown County	\$285	Yes
Calumet County	\$285	No

3. Communications. Client agrees that communications may take place between the attorney, paralegals and me by e-mail, and Client specifically agrees that there is informed consent that communications may be made between the attorney and me through the use of e-mail. Client is advised to use a confidential email address only legally and actually accessible by Client. Firm recommends that Client have a reasonable expectation of privacy from any email address used by client to communicate with Attorney. Work emails, access to personal email at work and access from other public computers may not be confidential. Client is also advised to refrain from posting information relevant to the representation on social media, blogs, or other websites owned and/or controlled by third parties.

4. Adjustments to the Hourly Fee. Client agrees the final bill for attorney fees may be adjusted by my attorney to reflect factors other than the time spent on my case. These factors are set forth in the Rules of Professional Conduct for Attorneys and include the following: amount and character of services; responsibility, labor, time, and trouble involved; nature and importance of the litigation; amount of money or value of property affected; professional skill and experience required; reputation and standing of the attorney in the legal profession; need for tax planning and consultation; production or collection of income; results obtained and benefits derived from the services; and Client's ability to pay. This agreement does not require specific allocation among such factors. It is understood and agreed that the fee for attorney's services will not necessarily be based on the minimum hourly rate or the time expended.

5. Disbursements. In addition to the attorney fees, Client agrees to reimburse the Firm for any disbursements and costs incurred on Client's behalf. These disbursements include but are not limited to postage, long-distance telephone calls, photocopies, filing fees, process-serving fees, consultant fees, depositions, expert witness fees, appraisal fees, travel fees, gas costs, GAL fees and such other disbursements and costs as may be necessary in this action. Client consents to the Firm hiring appropriate professionals including, but not limited to, certified public accountants (CPAs), appraisers, economists, employment specialists, Guardian ad Litem (GAL), and any other talents that may be necessary in this action. Client understands they will be liable for payment of the fees incurred for these professionals.

6. No Tax Advice. Client understands that the Firm is not being retained to give specific tax advice and that the Firm does not have expertise in this area. The Firm does not provide tax advice regarding completion of income tax returns, capital-gains tax consequences and other tax matters. The Firm specifically encourages and advises Client to retain a qualified accountant or CPA to advise Client in all tax matters.

7. Favorable Outcome Not Guaranteed. Client acknowledges and understands that the Firm cannot guarantee the outcome.

8. Billing Statements and Payments. Monthly interim billing statements may be sent to Client at cycles of 30 days. The due date for payment for each monthly interim billing statement must be paid in full 10 days after the date of the statement. Client understands that if they do not pay the balance due, in full, within 10 days, a late-payment charge of 1.5% per month (annual percentage rate of 18%) may be added to the balance due. The late-payment charge will be computed based on the previous balance at the beginning of the billing cycle less all payments and credits posted during the billing cycle. Client agrees to pay all Firm's reasonable attorney fees, collection fees, costs and any other fees incurring by the Firm for collection attempts of any amounts outstanding from this or any subsequent agreement or representation, whether Firm is successful or not. Any and all legal proceedings concerning this Agreement shall be commenced and decided in Outagamie County, Appleton, Wisconsin. Client irrevocably submits to the jurisdiction of such court and waives any objection that such court is an improper or inconvenient forum. Client understands that Firm

does not accept post-dated checks and agrees not to issue postdated checks to the Firm for payment of any invoice or trust deposit. Client understands that any fees charged to the Firm by any banking institution as a result of postdated or returned checks will be the responsibility of the client. Payments received will be applied to the oldest amount due, unless otherwise indicated by the client in writing.

9. Payment of Attorney Fees and Costs. When all required legal services have been concluded, Client must make arrangements with the Firm to pay all outstanding attorney fees and costs not yet paid. Client agrees that any outstanding attorney fees, costs, and charges will be deducted from any settlement or award Client receives, if any. Client agrees that the Firm will have a lien on any property Client is awarded, to be used for attorney fees, disbursements, costs, and expenses. If Client dies before the date all outstanding attorney fees and costs are paid, client's estate will owe all outstanding fees, expenses, and costs. The parties specifically agree this agreement will survive the death of the client and will be binding upon the estate or beneficiaries of the client.

10. Termination. It is mutually agreed that Client may discharge the Firm and its attorneys at any time, provided that the firm will have a lien on my files and documents until any outstanding attorney fees and disbursements have been paid. The Firm, at its discretion, may withdraw from representing Client in this matter at any time, in the event that any or all of the following conditions exist: (1) Client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law; (2) Client seeks to pursue an illegal course of action; (3) Client insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; (4) Client engages in other conduct that renders it unreasonably difficult for the Firm to carry out its employment; (5) Client insists that the Firm engage in conduct that is contrary to the judgment and advice of the attorney but not prohibited under the disciplinary rules; (6) Client deliberately disregards this agreement or other obligations to the Firm as to fees for services rendered, costs, or expenses; (7) Client refuses or fails to cooperate with the Firm; (8) the Firm must withdraw from this representation because of a conflict of interest, prior representation of the parties, or any attorney with the firm becoming a witness in the case; (9) Client fails to pay any fee when required or requested under this agreement or Client fails to pay any outstanding balance due to the Firm; or (10) any additional events or reasons that may require the Firm to withdraw from this representation.

11. Entire Agreement of the Parties. This Advanced Fee Agreement embodies the entire agreement of the parties with respect to the matters it contains. It is agreed that the terms, conditions, and stipulations of the agreement will not be modified or revoked unless by written agreement signed by both parties, and attached to and made a part of this agreement. Furthermore, Client acknowledges that, in addition to having read this agreement in its entirety, Client has had the opportunity to ask and have answered by the undersigned attorney all questions Client has concerning the agreement. Client understands the agreement and considers the agreement to be fair and reasonable.

I have received a copy of this Fee Agreement. THIS IS A LEGAL, BINDING CONTRACT, WHICH CLIENT ACKNOWLEDGES THEY HAVE READ AND THOROUGHLY UNDERSTAND.

Dated: _____

I, _____, guarantee to the payment of all sums due and owing them by Client in accordance with this agreement.

Guarantor

Date