



### **Fee Agreement with the Federal Practice Group**

This Fee Agreement ("Agreement") confirms that the Client who signed below has retained the Federal Practice Group ("Firm") to provide the following legal representation:

**File an individual appeal with the U.S. Merit Systems Protection Board (MSPB) of the decision of the U.S. Department of Health and Human Services (HHS) to separate the Client through a Reduction in Force (RIF), and, where appropriate, file a Motion to Consolidate the Client's appeal with appeals filed by others who are similarly situated.**

All other matters outside of this scope, e.g., propounding discovery requests or assisting the Client with discovery responses, will require a separate Agreement.

The Firm agrees to provide the work described above on the Client's behalf **for a Flat Fee of \$1,500.00. The Client acknowledges that no Attorney-Client relationship will form unless a signed Agreement and the Flat Fee is received by the Firm.**

Pursuant to this agreement, no additional attorneys' fees earned by the Firm will be charged outside of the agreed upon flat fee. The Flat Fee will be considered earned sixty (60) days from signature of this document, or upon completion of the scope of services, whichever comes first.

Although this is a Flat Fee Agreement, the Firm will account for billed time on an hourly basis in increments of one-tenth hour in accordance with the Firm's Schedule of Hourly Rates. If the Client should have any questions regarding the financial accounting of their matter, the Client should direct those questions within 30 days of invoice receipt to the assigned attorney or the Firm's billing department for prompt resolution. The undersigned attorney's rate for services performed under this Agreement will be \$550.00 per hour, which is below the prevailing market rate for an attorney of this experience level. The Client is retaining the Firm, which may assign another attorney(s) and/or paralegal to work on the Client's case in its discretion.

The Firm will periodically adjust its rates, usually at the beginning of the year. The current Schedule of Hourly Rates is as follows:

|                        |                     |
|------------------------|---------------------|
| Partners.....          | \$350.00 - \$700.00 |
| Of Counsel.....        | \$350.00 - \$800.00 |
| Senior Counsel.....    | \$400.00 - \$800.00 |
| Senior Associates..... | \$300.00 - \$500.00 |
| Associates.....        | \$200.00 - \$360.00 |
| Paralegals.....        | \$150.00 - \$200.00 |

The Client understands that if attorney fees and/or costs are collected by the Firm from a third-party source because of the Firm's work, the Client may be entitled to reimbursement of fees and/or costs the Client previously paid to the Firm for the same work. Should the amount of the attorneys' fees and costs obtained from a third-party source exceed those fees and/or costs that the Client have paid to the Firm, the Firm will retain the difference after the Client are fully reimbursed, absent some other agreement between the Client and the Firm.

The Client agrees to provide the Firm with complete and accurate information about the Client's matter. The Client understands that there are many factors outside the Firm's control that can affect the course and outcome of the matter, as well as the amount of time and effort required to deal with the various issues involved. The Client further acknowledges that the Firm has in no way predicted the outcome or result of the matter, not even in a broad or general way. The Client acknowledges that no promises have been made by the Firm other than that the Firm will comply with its professional obligations, including complying with the terms of this Agreement, in its representation.

**Fee Disputes:** The Firm seeks to avoid fee disputes with clients, and rarely has such disputes. If such a dispute arises, the Client consents to submit the dispute, including any failure to pay the refund fees, to binding arbitration before the D.C. Bar Attorney/Client Arbitration Board ("ACAB"), 901 4th Street, NW, Washington, DC 20001. The Client consents to the jurisdiction of the Superior Court of the District of Columbia for all purposes in connection with arbitration. The Client is advised in connection with this provision that ACAB staff is available to provide counseling and information regarding the arbitration process, including a copy of the ACAB Rules, by calling (202) 737-4700, ext. 3216. The Client is encouraged to consult with the ACAB prior to agreeing to this provision.

The Client acknowledges that he or she has read this Agreement in its entirety, has had full opportunity to consider its terms, has had full and satisfactory explanation of same, and fully understands and agrees to its terms. The Client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written Agreement. If the foregoing terms and conditions of the Firm's representation are agreeable to the Client, the Client shall sign below and return requested documents via email to [clientintake@fedpractice.com](mailto:clientintake@fedpractice.com). **The Client is to retain a copy of this Agreement for Client's records.**

The Firm looks forward to serving the Client's interests. Please do not hesitate to contact the undersigned attorney with any questions concerning the foregoing.

**THE FEDERAL PRACTICE GROUP**

By: /s/ Debra D'Agostino  
Debra D'Agostino

**BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES THAT THE CLIENT HAS READ THE AGREEMENT CAREFULLY AND ENTIRELY, THAT THE CLIENT UNDERSTANDS THE TERMS**

**AND CONDITIONS, AND THAT THE CLIENT AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS**

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
Click here to enter text.