

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

LISA KRAGNES, et al.,

Plaintiff,

vs.

CITY OF DES MOINES, IOWA,

Defendant.

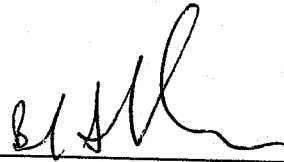
Equity No. 49273

**SUPPLEMENT TO
PLAINTIFF'S RULE 1.276 STATE-
MENT REGARDING ATTORNEY
FEES AND EXPENSES**

FILED
POLK COUNTY, IOWA
05/11/10 PM 2:10
IOWA DISTRICT COURT

Pursuant to Rule 1.276 of the Iowa Rules of Civil Procedure (2006), Undersigned Counsel for Plaintiff hereby files with the Court the attached copy of Plaintiff's amended written agreement with Counsel regarding fees and expenses. The remaining aspects of the prior disclosure remain unchanged.

RESPECTFULLY SUBMITTED BY:



Brad Schroeder
Hartung & Schroeder LLP
Equitable Building, Suite 100
608 Locust Street
Des Moines, Iowa 50309
Telephone: (515)-282-7800
Facsimile: (515) 282-8700
ATTORNEY FOR PLAINTIFF

Original filed.

Copy to:

Mark Godwin
Deputy City Attorney
City Hall
400 East First Street
Des Moines, Iowa 50309-1891
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed on the pleadings on Jan. 13 2010

- By: U.S. Mail FAX
 Hand Delivered Overnight Courier
 Certified Mail Other:

Signature Brad Schroeder

AMENDED ATTORNEY FEE AGREEMENT

THIS FEE AGREEMENT, originally entered into on the 27th day of July, 2004, and subsequently amended on January 13, 2006, by and between Lisa Kragnes (hereinafter "Client") and Brad Schroeder of Hartung and Schroeder, 608 Locust Street, Des Moines, Iowa 50309 (hereinafter "Attorney") hereby states as follows:

1. **EMPLOYMENT** Client hereby retains Attorney to represent Client in all matters of litigation in the case wherein Client may have a claim for injuries sustained as a result of the imposition of a gas and electricity "franchise fee" by the City of Des Moines, upon the terms and conditions hereinafter set forth. Attorney hereby accepts representation of Client in connection with said litigation upon the terms and conditions hereinafter set forth.

2. **FEE.** Client shall pay to Attorney a contingent fee in connection with the claims of Client against the Defendant(s) in said litigation at the following rate: 1/3 of the gross amount received through the conclusion of trial and 45% of the gross amount received if a notice of appeal is filed. If any retrial is necessary whether by result of motion or appeal, Client and Attorney shall negotiate a fair additional sum for the performing of such services. Because this matter is contemplated to become a class-action, the parties recognize that these percentages are more commonly utilized in a non-class-action matter. The parties further understand and agree that the percentages outlined may be altered or amended by the Court pursuant to all applicable rules, and in the sound discretion of the Court. If no recovery or collection is made, Attorney will receive no payment for fees on said claim.

3. **OTHER ATTORNEYS.** Attorney, with consent of Client, may engage and consult with other attorneys in the processing of the litigation in connection with the claim. Attorney, pursuant to the rules, will obtain the consent of Client as to any fee arrangements with such other attorneys.

4. **LEGAL ASSISTANTS.** Attorney may assign legal assistants to perform services for Client. Any such staff services will be billed at the rate in effect at the time of billing. Such staff services are considered expenses and costs of litigation.

5. **EXPENSES.** During the course of representation of Client, Attorney may incur expenses which will be separately itemized. Typical expenses include, but are not limited to, computer research costs, long distance, cellular, fax or conference telephone calls, copy costs, postage, travel and transportation costs, meals and other such costs. Furthermore, costs of litigation will be incurred. Typically these include, but are not limited to, court document filing costs, service of process costs, discovery costs such as court reporter charges, obtaining documents and tangible evidence, investigation costs, lay and expert witness fees, subpoena costs, judgment collection costs, and other such costs.

6. **EXTRAORDINARY EXPENSES.** Extraordinary expenses such as services for other counsel, accountants, investigators, translators and interpreters, experts, and

other costs may be incurred. Attorney will consult with Client in advance of employing such person or firm and obtain Client's approval.

7. **EXPENSES PAYABLE IN ADDITION TO FEE.** Expenses incurred under Paragraphs 4, 5 and 6 are payable in addition to any fee payable under Paragraph 2. The parties agree that in the event this matter is certified as a class action, and this amended agreement is accordingly approved by the Court, Attorney will advance all costs and litigation expenses as provided in Paragraphs 4, 5, and 6, subject to reimbursement from any recovery obtained for the class. In the event no recovery on behalf of the class is made, or to the extent the proceeds from such recovery are insufficient to repay the expenses described above, Client will not be responsible for repayment of said costs.

8. **COOPERATION.** Client agrees to cooperate with and assist Attorney in representation of Client. Client shall, if requested, provide information and records and assist in contacting witnesses and preparing documents. Client shall attend and appear at such meetings, conferences, examinations, depositions, court or administrative proceedings and trial as Attorney requests. Client understands that such attendance and appearance(s) will usually be scheduled during regular working hours and that Client will be required to be absent from his/her place of employment at such time(s). Client agrees to keep Attorney advised in advance of any change of address or telephone number, including temporary absences for business trips, vacations or other reasons. Client shall not make or attempt to make a false, or exaggerated claim or statement or withhold material information. Client should expect to be placed under surveillance and video taped by defendants' agents and investigators. If Client's activities are shown to be inconsistent with Client's recorded statement, testimony, or representations to medical evaluators, such may evidence a false, or exaggerated, claim. Failure by Client to cooperate and assist Attorney shall be a basis for Attorneys' withdrawal of representation of Client.

9. **LEIN.** Client acknowledges Attorney has a lien on all proceeds obtained by settlement or otherwise as per any statute and for all fees and expenses incurred.

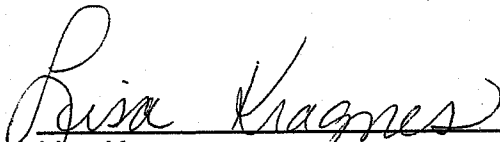
10. **NO MAXIMUM OR MINIMUM.** No representation is made that Attorney will counsel or represent Client for a minimum or a maximum fee. Any estimated fee discussed is for Client's assistance with budgeting only.

11. **NO GUARANTEE.** Attorney makes no guarantee as to the outcome of any case or controversy.

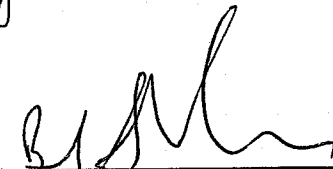
12. **RIGHT TO SEEK INDEPENDENT LEGAL ADVICE REGARDING AGREEMENT.** Plaintiff acknowledges by her signature below that Attorney has fully informed her of her right to seek independent legal advice regarding the terms of this amended agreement and her obligations and potential obligations thereunder. She acknowledges that she has had sufficient time to consider this option and to consult other counsel of her choosing.

I have read, do understand and agree to the foregoing agreement and by signature acknowledge receipt of a copy thereof.

Dated this 13 day of January, 2006.



Lisa Kragnes

By 

Brad Schroeder ("Attorney")
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