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39022

#### ATTORNEY'S LIEN

I, Kelly L. Andersen, certify as follow:

1. The law firm of RICHARDSON & ANDERSEN, P.C., hereby files an attorney's lien against Donald P. Wiman in an amount to be determined according to principles of fairness but in all events not exceeding the sums of \$17,087.34, which sum is equal to one-third the present settlement offer of \$50,000.00 in the case entitled <u>Donald P. Wiman v. Ryder Truck Rental, Inc., a</u> <u>Florida corporation and Michael Minton Fales</u>, Klamath County Circuit Court No. 91-01355-CV, plus \$420.67 in out-of-pocket costs advance on behalf of Donald P. Wiman.

2. The amount claimed is a true and bona fide existing debt as of the date of the filing of the notice of claim of lien.

3. Payment of the lien is due when the issues described in <u>Wiman v. Ryder Truck Rental, Inc.</u>, above described, are resolved and payment is made.

4. Attached is a copy of the attorney fee agreement signed by Donald P. Wiman on March 12, 1990. Services performed by RICHARDSON & ANDERSEN, P.C., have resulted in a present offer of \$50,000.00 from defendant Michael Minton Fales without prejudice to Donald P. Wiman in pursuing all available claims against ///

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DEC

ATTORNEY'S LIEN -1-

26796

defendant Ryder	Truck Rental, Inc.
DATED this	"ho" in a pagember 1991. // //
	raa. L.
	() A fue
	Kelly L. Andersen

STATE OF OREGON

County of Jackson

Subscribed and sworn to before methis  $\frac{\partial \sigma^{++}}{\partial \sigma}$  day of December, 1991.

ook Notary Public for Oregon My commission expires: 9 95

OFFICIAL SEAL RUBY M. COOK NOTARY PUBLIC - CRESON COMMISSION NO. 003781 MY COMMISSION EXPRES FEB. 24, 1925 ()

SS.

ATTORNEY'S LIEN -2-

Return: Richardson & Andersen P.O. Box 3756 Central Point, Or. 97502

#### ATTORNEY FEE AGREEMENT

# 1. SUBJECT MATTER:

I retain the law firm of RICHARDSON & ANDERSEN, P.C., to represent me in regard to  $\underline{\alpha \in C(A_{2}, 2)} = \frac{1-31-96}{2}$ .

### 2. PAYMENT OF FEES:

I agree to pay RICHARDSON & ANDERSEN, P.C., 1/3 of the gross recovery if the matter is settled without a trial, and 40% if the trial is held before a court, or jury, arbitrator, or arbitration board. If nothing is recovered, no fees will be owed.

## 3. COSTS:

I understand that there will be certain out of pocket expenses associated with this matter, for such things as hospital records, doctor's reports, the court filing fee, etc. I agree that these costs are my responsibility, and that if my attorneys advance these costs in my behalf, I will reimburse them for these expenses.

## 4. DISBURSEMENT OF FUNDS:

I agree that from any recovery my attorneys may deduct legal fees and unreimbursed expenses, and may pay my doctors.

## 5. ORAL EXPLANATIONS:

I certify that I have read this agreement and that my attorney has explained its contents to me, and has indicated a willingness to explain any questions which I may have regarding it.

#### 6. RESCISSION:

I understand that I may rescind this agreement within 24 hours of signing it, and that after 24 hours the agreement is binding and my attorney may begin work on my case.

DATED this 12 day of March . 1990.

Signed at the hour of <u>1:00</u> a.m.(p.m.

xan R. Librar

7-A Rev. (9/89)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

\_ the \_\_\_\_\_ 24th\_\_\_\_\_ da

By Q rulence Mulenaise

Filed for record at request of \_ A.D., 19 91 at 2:25 o'clock P M., and duly recorded in Vol. M91 of \_\_\_\_\_December \_\_ of \_\_\_\_\_ On Page \_26795\_\_\_\_\_ on Page \_26795\_\_\_\_ EVELYN BIEHN . County Clerk

FEE \$15.00