

4.3 EMPLOYMENT AND CONTINGENCY FEE AGREEMENT FORM

I _____, the undersigned client (hereafter referred to as “I,” “me,” or the “Client”) retain and employ _____ and the law firm of _____ (hereafter referred to as “Attorney”), as my Attorney to represent me in connection with the following matter: _____.

Under this Employment and Contingency Fee Agreement (hereafter referred to as “Agreement”) Client authorizes Attorney on my behalf to undertake negotiations or institute legal proceedings or file any lawsuit necessary.

I further authorize Attorney to retain and employ, at my expense, the services of any experts as well as the services of other outside contractors, as Attorney deems necessary or expedient in representing my interests.

I also understand that Attorney may associate with counsel outside of the firm to assist in the handling of this matter and I authorize Attorney to retain and employ other attorneys with my prior knowledge and consent. The combined fee of Attorney and all other attorneys is limited as stated in Section A below.

A. ATTORNEY FEES. As compensation for legal services, Client agrees to pay Attorney as follows:

Contingency Fee: Attorney receives the following percentage of the amount recovered before the deduction of costs and expenses, as stated in Section C below.

- _____ % if settled without a lawsuit
- _____ % in the event a lawsuit is filed
- _____ % in the event a trial commences
- _____ % in the event an appeal is filed by any party

It is understood and agreed that this employment is upon a contingency fee basis and, if no recovery is made, Client will not be indebted to Attorney for any sum whatsoever as Attorney Fees. If Attorney associates with outside counsel to assist in the handling of this matter, I understand all Attorneys are only entitled to one fee that is divided between them, pursuant to their agreement. In the event of recovery, costs are to be paid from my share of the recovery.

B. POWER OF ATTORNEY. Attorney cannot, without first obtaining the informed consent of Client, enter into any binding agreement to settle or compromise Client’s claims. Subject to that limitation, Client empowers Attorney to sue, to receive any and all payments, to endorse any and all checks, to sign any and all documents, of whatever nature, to obtain medical records and other personal information, and to do everything generally necessary for the prosecution of Client’s legal matters as if Client were

present. Client agrees that this Power of Attorney is continuous until expressly revoked in writing.

C. ADVANCES AND EXPENSES (hereafter referred to as “costs”). In addition to paying Attorney’s Fees, I agree to pay all costs in connection with Attorney’s handling of the claim or lawsuit that is the subject of this Agreement out of any settlement and/or judgment. I agree costs will be billed to my account as they are incurred. A copy of my account will be provided to me on request. I hereby agree to reimburse Attorney out of the first settlement and any other settlements, if necessary, for costs. Costs may include, but are not limited to, the following: an open file fee of \$125, long distance telephone charges (billed at actual cost), photocopying (25 cents per page), postage, facsimile costs (\$2.50 per page), delivery charges, medical records/bills, charts, models, photographs, blow-ups, and other demonstrative aids and evidence, deposition costs and fees, expert fees, subpoena costs, court costs, sheriff’s and service fees, travel expenses (including, but not limited to, air fare, lodging, mileage (based on the rate set by the Internal Revenue Service), automobile rental charges, and meals), investigation fees, and payments made, owed, and/or guaranteed, for treatment rendered to Client. In addition, clerical staff overtime will be charged at 1.5 times the base hourly rate paid to the staff who work that overtime. The base hourly rates for clerical staff range from \$_____ per hour to \$_____ per hour. These costs only pertain to overtime that might be required in the handling of Client’s specific claims.

If Client decides to terminate Attorney’s employment, Client agrees to pay all costs, as set forth in this Section C, out of any settlement and/or judgment ultimately obtained. If I decide not to pursue this matter, I agree to pay all costs, as set forth in this Section C, regardless of whether there is any recovery in this matter.

If an advance deposit for costs is being held by Attorney, Client agrees to promptly reimburse Attorney for any amount in excess of what is being held in advance.

Advance required _____ Yes _____ No

Client agrees to advance \$_____ for costs, which amount will be deposited in Attorney’s trust account and will be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly on Attorney’s request. If I fail to replenish the advance within ten (10) days of Attorney’s request. Attorney has, in addition to other rights, the right to withdraw as my Attorney.

D. LINE OF CREDIT. In the event Attorneys find it necessary to obtain a line of credit specifically to fund the costs of Client’s case, the interest paid by Attorney on this line of credit and principal is an expense to be reimbursed with all other costs and advances out of my share of the proceeds of any judgment or settlement.

E. INTEREST AND ATTORNEY’S FEE FOR ENFORCEMENT. If any Attorney’s fees or costs and expenses are not paid within ten (10) days of Attorney’s mailing of a statement to Client, I further agree to pay interest thereafter on any balance due at the

rate of _____ percent (___) per annum. I further agree to pay the reasonable attorney's fee of any attorney employed by Attorney to seek enforcement of this Agreement.

F. PRIVILEGE. Client agrees and understands that this Agreement is intended to and does hereby assign, transfer, set over, and deliver to Attorney as fee for representation of Client in this matter an interest in the claim or lawsuit that is the subject matter of this Agreement, any proceeds or recovery under the terms and conditions stated in this Agreement, in accordance with the provisions of _____ Revised Statutes, and that Attorney has the privilege afforded by _____ Revised Statutes.

G. NO GUARANTEE. Client acknowledges that Attorney has made no promise or guarantee regarding the outcome of Client's legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that my Attorney has the right to cancel this Agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this Agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.

Attorney is not a tax attorney and makes no representations regarding the tax implications of any settlement or judgment recovered. Tax implications, if any, of any settlement or judgment should be made in conjunction with Client's accountant and/or a tax attorney.

H. COOPERATION. Client agrees to cooperate with Attorney and to be available for conferences, depositions or other negotiations, including court appearances. Client agrees to review all materials sent to Client by Attorney promptly on receipt. In the event of inquiries, complaints, or misunderstandings that Client may have, Client agrees to promptly bring those matters to the attention of Attorney. Client must keep Attorney informed of Client's contact information including current residence and business addresses, as well as residence and business telephone numbers.

I. SETTLEMENT, COMPROMISE, RELEASE or DISCONTINUANCE. It is further agreed that Attorney, or those associated with Attorney, or Client may not, without the consent of the other, settle, compromise, release, discontinue or otherwise dispose of the claim or lawsuit that is the subject of this Agreement.

J. STATUTORY ATTORNEY'S FEES. In the event of recovery under the provisions of a statute or under any other law that specifies the attorney's fees to be paid, Attorney fees must be paid in accordance with the maximum allowed by law.

K. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or disagreement concerning this Agreement, Attorney and Client agree to submit to

arbitration by the _____ State Bar Association Lawyer Fee Dispute Resolution Program.

L. ADDITIONAL TERMS. Attorney and Client agree to the following additional terms:

_____.

M. APPLICABLE LAW. This Agreement is governed by the law of the state of _____.

N. TERMINATION OF REPRESENTATION. Client understands that I have the right to terminate the representation on written notice to that effect. I understand that I will be responsible for any fees and costs incurred prior to the discharge or termination. It is also understood that Attorney has a right to terminate representation on written notice to that effect. I understand that should Attorney terminate this representation, I will be responsible for any fees and costs incurred prior to the discharge or termination.

O. ENTIRE AGREEMENT. Client has read this Agreement in its entirety and I agree to and understand the terms and conditions in the Agreement. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This Agreement may not be amended or modified in any way without the prior written consent of both Attorney and Client.

This Agreement is executed by me, the undersigned Client, on this _____ day of _____, 20__.

CLIENT:

Print Name: _____

Signature: _____

This Agreement is hereby accepted on this _____ day of _____, 20__.

ATTORNEY _____

By: _____

Print Name: _____