

# CONTINGENCY FEE AGREEMENT

The Law Offices of

(“Attorney”)

1. **CLIENT.** In consideration of acceptance by the Attorney, this Contingency Fee Agreement (“Agreement”) signed by the Client, \_\_\_\_\_ (“Client”), on the date hereof has agreed that this Agreement shall entitle the Attorney to be paid fees based on the contingency fee arrangement mentioned in Section 4.
2. **LEGAL MATTER.** The undersigned Client hereby retains the Attorney in regard to the following:

(“Legal Matter”).

3. **RETAINER.** As part of this Agreement, the Client is: (check one)
  - a.  - REQUIRED to pay a retainer in the amount of \$\_\_\_\_\_. In such case a retainer is paid, it shall be deducted from any contingency fee paid by the Client per Section 4 of this Agreement.
  - b.  - NOT REQUIRED to pay a retainer.
4. **CONTINGENCY FEE.** It is understood and agreed that the Client will pay to the Attorney the following fee for the Legal Matter to be rendered:

\_\_\_\_\_% of any and all sums recovered by way of settlement prior to instituting a lawsuit; or

\_\_\_\_\_% of any and all sums recovered either as a result of a trial or by way of settlement after a lawsuit has been filed; or

\_\_\_\_\_% of any and all sums recovered if any judgment is appealed, either on behalf of the Client or by any adverse party, or if garnishment or any proceeding after judgment has to be brought to collect the judgment or any portion thereof; or

\_\_\_\_\_% of any and all sums recovered if the matter is the subject of a retrial as ordered by a trial or appellate court.

5. **ATTORNEY REMOVAL.** In the event that the Client at any point desires to change attorneys or otherwise requires the Attorney to withdraw from the case, the Attorney shall be entitled to fees from the Client on the percentage (%) basis set forth in this Agreement based upon any settlement offered by the opposing party prior to the date of withdrawal; or, if no settlement offer has been made, the Attorney's hourly rate of \$ \_\_\_\_\_/hour shall be paid. The Client directs the Attorney not to withdraw from this matter unless he has been paid the larger of the two (2) possible fees or arrangements for the said payment has been made to their satisfaction.
6. **LIEN.** The Client agrees to give the Attorney a lien on the claims or causes of action and on a sum recovered by way of settlement and on any judgment that may be recovered thereon to the extent of the amounts herein provided as the Attorney's fees and other fees, charges, and expenses incurred. It is further agreed that the Attorney shall have all general, possessory, or retaining liens, and all special or charging liens known to the common law or available under law.
7. **CLIENT'S DECISION.** The Client has the ultimate right to decide whether or not an offer of settlement is satisfactory. It is agreed that the primary purpose the Client has agreed to the services of the Attorney is that the Client believes the Attorney's background and experience offer the best chance to reach a fair and equitable settlement. It is therefore agreed that if, at any time, the Client and the Attorney cannot agree as to the settlement of the case, then in that event, the Attorney may withdraw from the case and will be paid their fees to the date of withdrawal as is provided herein. Said fees shall be a lien on the case and any party at interest may be so informed.
8. **ATTORNEY'S RECOMMENDATION.** In the event a settlement proposal is made to the Client with the affirmative recommendation of the Attorney, the Attorney shall have the right, if such settlement proposal is rejected by the Client, to be paid for all services rendered by the Attorney, calculated on the basis of actual work hours expended at the hourly rate mentioned in Section V and for all other fees, charges, and expenses incurred.
9. **CLIENT NOTIFICATION.** The Attorney agrees to notify the Client whenever an offer of settlement or compromise is received by the Attorney, and to inform the Client of the amount of that offer, and the recommendation of the Attorney as to the acceptability thereof. In addition, the Client agrees to make no compromise or settlement in the matter without the approval of the Attorney. The Client agrees to notify the Attorney whenever an offer of settlement or compromise is received by the Client, and to inform the Attorney of the amount and the terms of any such offer.
10. **CLIENT AUTHORIZATION.** The Client hereby authorizes the Attorney to thoroughly investigate the facts and laws relative to the Legal Matter. Upon the conclusion of such investigation, the Attorney shall have the discretionary right to determine that it is not feasible to pursue the Legal Matter, and upon notification to the Client of such determination the Attorney shall be entitled to withdraw from any further representation of the Client pursuant to this Agreement. In such an event, no legal fees shall be payable to the Attorney, but the Client agrees to promptly pay the Attorney for all other fees, charges, and expenses incurred pursuant to the above prior to the date of such withdrawal.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Attorney's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_