

Ohio Jurisprudence - Pleading and Practice Forms  
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C. Attorney-Client Agreement

### **Summary**

#### **§ 3:34. Contract to employ attorney—Letter**

Dear \_\_\_\_\_ [*Name of client*]:

This letter confirms our agreement in my office on \_\_\_\_\_ [*date*], concerning the terms on which I will represent you in the matter of your claim against \_\_\_\_\_ for \_\_\_\_\_ [*nature of claim, such as: personal injuries and property damage*] arising out of \_\_\_\_\_ [*an accident occurring on \_\_\_\_\_ (date), at \_\_\_\_\_*].

You have retained me to prosecute this claim for a fee contingent on my obtaining a money recovery for your damages. If we are not successful in obtaining such a recovery, you will owe me nothing. If we are successful, I will receive as a fee a percentage of the gross recovery. This percentage will be determined as follows: If recovery is had by settlement before discovery proceedings are begun in any action filed, \_\_\_\_\_ [*indicate percentage, such as: 25%*]. If recovery is had after discovery proceedings have begun but before trial, \_\_\_\_\_ [*indicate percentage, such as: 33 1/3%*]. If recovery is had by settlement during trial or if a judgment is obtained, \_\_\_\_\_ [*indicate percentage, such as: 40%*]. If recovery is had by settlement or otherwise after I have filed an appellate brief, \_\_\_\_\_ [*indicate percentage, such as: 50%*].

You will pay all costs and expenses of prosecution of the claim, including filing fees, fees of service, fees for expert witnesses and investigators, and expenses of discovery proceedings. I may advance these costs and expenses, and in that case, I will deduct them from any recovery in addition to my percentage of the gross amount.

It is understood that employment of expert witnesses and investigators will be at my discretion, and that they will report to me only.

I reserve the right to employ associate counsel at my expense.

You give me your power of attorney to execute all documents connected with the claim, including pleadings, contracts, checks, drafts, settlement agreements, compromises and releases, verifications, dismissals, orders, and all other documents that you could properly execute.

You will not make any settlement of the claim, or receive reimbursement of any of the expenses of your injury, without my approval, and I will make no settlement without first consulting you and obtaining your written approval. If you do settle your claim or cause of action without my consent, then you agree to pay

me my attorney's fee as set forth above, based on the final recovery received by you in that settlement. You authorize me to receive the proceeds of any settlement, or payment of any judgment, retain my percentage of the gross, deduct my advanced costs and expenses, and disburse the rest to you. I shall be entitled to the percentage fee we have agreed on from any recovery, even though you may have dismissed me or substituted another attorney in my place before obtaining such recovery. I shall have an attorney's lien on any recovery received. I may withdraw from your representation at any time on giving you reasonable notice. This agreement does not cover representation in special matters or proceedings, such as proceedings before administrative agencies, worker's compensation claims, and the like.

\_\_\_\_\_ [*Where the retainer contract is for representation of a client for personal injuries arising out of an accident in which a motor vehicle is involved, with the possibility that a claim may be made under the uninsured motorist coverage of the applicable insurance policy, add: It does, however, cover representation of all claims under the uninsured motorist coverage of any applicable policy of liability insurance related to the injuries for which I am retained. The contingency fee arrangement we have agreed on applies to any recovery under that uninsured motorist coverage.*].

If your understanding of our agreement is as outlined in this letter, please sign the enclosed copy on the space provided, with your full name of \_\_\_\_\_ [*name of client as attorney desires him or her to sign the agreement*], and return it to me in the enclosed, self-addressed, stamped envelope.

Sincerely,

[Signature of attorney]

I accept the contingent fee arrangement as set forth in this letter.

Dated \_\_\_\_\_.

[Signature of client]

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OH-PP § 3:34

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