

## CONTINGENCY FEE AGREEMENT

IN THIS AGREEMENT, the undersigned, hereinafter designated as "Client(s)," does retain \_\_\_\_\_, hereinafter designated as "Attorney/s," to represent him/her in a claim for damages arising from \_\_\_\_\_.

The terms of this Agreement are as follows:

1. Attorney shall be paid 33% of the total amount recovered, i.e., before payment of any outstanding medical bills and/or expenses (accident report, in-house photocopying, faxes, photographs and courier charges are included in the 33%). Once suit is filed or arbitration or mediation is agreed upon, Attorney shall be entitled to 35% of the total amount recovered. If case is appealed, Attorney shall be entitled to 37% of the total amount recovered.
2. If Client agrees to payment of settlement over a period of time, Attorney shall be entitled to payment in full at time of settlement.
3. (a) In addition to the fees listed above, the Client is liable to Attorney at the conclusion of the claim for all reasonable expenses. Expenses are defined as expenses of handling case and include, but are not limited to: medical reports, records, court filing fees/costs, service fees, expert witness fees, deposition costs and, arbitration/mediation fees, etc. Expenses are deducted from Client's portion of any settlement, verdict, or arbitration/mediation award, after deduction of attorney fees provided for in paragraphs (1) and (4). Authority is given to Attorney to incur expenses necessary to adequately pursue the claim. If no recovery is obtained, all reimbursements for expenses will be waived. (b) Client is responsible for all medical bills he/she incurs. Client agrees that medical bills outstanding at the time of settlement shall be deducted from Client's portion of the settlement and paid directly to the medical provider by Attorney for Client.
4. If Attorney helps Client collect no-fault benefits (PIP), including medical, lost wages and/or loss of household services benefits, Attorney shall be entitled to one-third of such amounts collected. A contingent fee will not be charged for the routine filing and recovery of undisputed PIP benefits. However, if PIP benefits are disputed or remain unpaid after a reasonable period of time and Client desires Attorney to help collect them, Attorney shall help collect PIP benefits and shall charge a one-third contingent fee for collecting same.
5. If other Attorneys are retained, all counsel shall share the attorney fee based on the amount of time (a good faith estimate of Attorney's time shall be adequate), risk, expenses and contribution to results of the case. Attorney shall have the right to retain or associate other attorneys as Attorney deems appropriate.
6. To protect the Attorney's rights to be paid, Attorney shall have a right to any proceeds generated as a result of his representation of Client. This agreement gives Attorney a lien upon Client's claim(s), cause of action or counter claim.
7. (a) If this case goes to trial and Client is not happy with the result, Attorney is not obligated to represent Client in any appeal. (b) If Client and Attorney disagree on anything in this Agreement,

the dispute shall be resolved by the Utah State Bar. (c) Client agrees that Attorney has made no specific promises or guarantees regarding the outcome of Client's claim.

8. Client agrees to fully and promptly cooperate with Attorney and his/her staff in any matter related to this representation.

9. Client agrees to be honest and truthful with Attorney and his/her staff and not withhold any information.

10. **RIGHT TO WITHDRAW** – Attorney may withdraw from Client's representation, and Client shall consent to said withdrawal if, at any time, Client: (a) Insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by a good faith argument; (b) The case is deemed by Attorney to be fruitless or economically inadvisable. In the event of withdrawal for this reason, Client shall not be liable to reimburse Attorney for any time expended on the claim; (c) Deliberately disregards an agreement or obligation; (d) Fails to be fully and promptly cooperate with the Attorney and his/her staff in any matter related to this representation; (e) Fails to be truthful or withholds information from Attorney or his/her staff; or (f) Fails to accept and follow Attorney's sound legal advice.

11. Client understands Attorney will investigate Client's claim, and if, after so investigating, the claim does not appear to have merit, then Attorney will have the right to cancel this Agreement. If the Client terminates this agreement for any reason, other than Attorney's negligence or inability to act, the Client agrees to pay the Attorney for services rendered in the amount of a reasonable and equitable portion of the fees as described above on a pro-rata basis and all reasonable expenses incurred.

12. Attorney is given power of attorney to execute all complaints, claims, contracts, checks, settlements, drafts, releases, compromises, releases, verifications, dismissals, deposits, affidavits, and orders as could the Client.

13. Client authorizes Attorney to use his best judgment in negotiating, including selecting demand and counter offer amounts.

14. The contract embodies the entire agreement of the parties hereto with respect to the matters herein contained and it is agreed that the terms, conditions, and stipulations hereof shall not be modified or revoked unless by written agreement by both parties and attached hereto and made part hereof.

15. I don't object to sharing responsibility for the legal representation on this case nor do I object to his/her sharing of the attorney fee provided it doesn't cost me anything extra.

I have read the foregoing Agreement, understand it, and agree to be bound by it.

Date \_\_\_\_\_ Client Signature \_\_\_\_\_

Date \_\_\_\_\_ Attorney Signature \_\_\_\_\_