

REPRESENTATION AGREEMENT
to be executed in duplicate

Dated this _____ day of _____, 20__

ATTORNEY

Address: _____

Phone: _____

CLIENT:

Address: _____

Phone: _____

CLAIM:

Date of occurrence: _____

Adverse party: _____

Event: _____

The client employs attorneys whose names are listed above to represent the client in the handling, presentation and settlement of any and all claims which client may have as a result of the event described above and to institute any and all litigation necessary or advisable in the attorney's sole discretion to resolve the client's claim.

Associate counsel may be employed at the discretion and expense of the attorneys to assist or principally prepare and conduct the trial of this matter. Sharing of employment and the terms of that employment shall be disclosed to the client.

No promise or representation has been made by said attorneys as to the outcome of the claim or litigation, or as to what amounts, if any, the client may be entitled to recover in this case.

I.
NEGOTIATION OF FEES

It is understood the amount of contingent fees are negotiated between the client and the attorney. Different attorneys may charge differently for this matter. This fee is intended to fairly compensate the attorney for the professional services rendered.

Factors considered in setting a contingent fee are:

1. The time and labor required;
2. The novelty and difficulty of the questions involved;
3. The skill requisite to perform the legal service required;
4. The forbearance of other work by the attorney;
5. The fee customarily charged in the locality for similar legal services;
6. The amount of costs incurred or advanced by the attorney in representing the client;
7. The amount involved in the controversy and the benefits resulting to the client;
8. The time limitations imposed by the client or the circumstances;

9. The nature and length of the professional relationship with the client;
10. The experience, reputation, and ability of the attorney performing the services;
11. The contingency or certainty of the compensation;
12. Discussions with the defendant about settlement prior to counsel entering the case.

II. FEES

After discussion of the factors contained in the paragraph, Negotiation of Fees, the client agrees to pay a fee in an amount set forth in paragraph (paragraph 1 or 2 must be selected). If no recovery is obtained, no fee shall be payable to the attorneys. Gross recovery is recovery before deducting costs. Net recovery is recovery after costs are deducted. Costs are all litigation expenses incurred in the prosecution of the case other than the attorney's compensation.

SELECT PARAGRAPH 1 OR 2

PARAGRAPH 1 (FLAT PERCENTAGE)

The client agrees to pay a fee in an amount of _____ percent of the gross or net (delete one not applicable and if no exclusion, net fee applies) recovery whether as a result of settlement or trial.

PARAGRAPH 2 (SCHEDULED PERCENTAGES)

The client agrees to pay a fee in the amount of _____ percent of the gross or net (delete one not applicable and if no exclusion, net fee applies) recovery if the claim is settled within sixty (60) days after filing suit. Thereafter, the fee percentage shall be _____ percent, unless appeal is required, at which time a separate agreement for the fee percentage shall be made.

Client and counsel have discussed whether any negotiations have been held regarding settlement before counsel entered the case. If there have been such discussions, client shall furnish proof of any offer within seven (7) days of this contingent fee contract. It is mutually understood that the status of any settlement negotiation has been taken into account by the client and the attorney in reaching a contingent fee arrangement.

III. FEE DISPUTES

The client shall first contact his attorney with any questions concerning the charges agreed to in this agreement. Any dispute or question that remains unresolved shall be set forth in writing by both the attorney and the client and delivered to the other party. If they do not agree on the resolution of the questions the client or the attorney shall have this matter arbitrated by the Committee on the Resolution of Fee Disputes. The Committee on the Resolution of Fee Disputes may be reached through the offices of the Wyoming State Bar Association in Cheyenne, Wyoming. Thereafter the client or the attorney may have recourse to the district court as

provided by the Wyoming Supreme Court Rules Governing Contingent Fees for Members of the Wyoming State Bar (Wyoming Court Rules Annotated).

IV. INVESTIGATION

The client understands the attorney will investigate the client's claim. The attorney may gather medical information, talk to witnesses, talk to family members, and take such other actions as the attorney in his judgment deems necessary. The client agrees to sign the attached Authorization for the Release of Medical Information to permit the attorney to fairly investigate the client's claim.

V. EXPENSES

It is further understood and agreed the client shall pay all out-of-pocket costs incurred in the prosecution of this claim, such as court costs, costs of litigation, non-local travel costs, expert witness fees, deposition expenses, and the like. It is understood these costs may be in addition to the legal fees set forth above if a gross fee arrangement is made. In the event such costs are not paid by the client currently, the attorney may advance such costs and expenses which are to be reimbursed when billed and in no event later than the conclusion of litigation whether or not a recovery is obtained. Reimbursable costs shall be reported to the client on a regular basis.

VI. MEDICAL EXPENSES

All medical expenses and medical charges of any kind for treatment of the client are not included as litigation costs and are the responsibility of the client. In the event of recovery, the client agrees the attorneys may pay any of these unpaid bills from client's share of the recovery. Should the client recover nothing, it is understood the attorneys are not bound to pay any of these medical bills.

VII. STRUCTURED SETTLEMENT

The attorney fees shall also be paid in a lump sum out of the initial payment by the defendant unless otherwise agreed upon in the structured settlement agreement. The attorney's fees shall be based upon the present value of the structured settlement.

VIII. STATEMENT UPON DISTRIBUTION

At the time of final distribution of the proceeds of the claim or litigation, the attorney shall prepare and the client shall approve by signature, a final settlement accounting. The Statement of Distribution shall include:

1. The source of funds.
2. The total amount of the recovery or settlement.
3. The contingency percentage.
4. The total costs.
5. The proceeds to the client.
6. The amount held in reserve, if any, for costs which have not yet been billed and a statement of the period during which such reserve shall be held in trust.
7. Liens, if any, and the amount to be paid by the client.

IX.
WITHDRAWAL OF ATTORNEY

The attorney, in his discretion, may withdraw at any time from the case by adequate notice in writing: if the investigation discloses inability to collect damages, or discloses no assets or liability of the defendant; or if the attorney determines the representation is not compatible with directions; or if the conduct of the client is uncooperative.

X.
RESCISSION BY THE CLIENT

This agreement shall be effective immediately. However, the client shall have a period of three (3) calendar days from the date hereon to rescind by notice in writing postmarked by registered mail or actual delivery to the attorney before the end of the third day.

XI.
RELEASE OF INFORMATION

The client authorizes the attorney to release any and all information including doctors' reports, medical reports, financial information, investigators' reports, statements of witnesses, pictures, and other information, to the insurance company or such legal representative of the defendant as the attorney may decide is appropriate for settlement negotiations or as required by law in trial processes.

XII.
OTHER CONDITIONS

Dated this _____ day of _____, 20__

WE HAVE EACH READ THIS AGREEMENT BEFORE SIGNING

Attorney _____ Client(s) _____

Attachments: Rules Governing Contingent Fees for Members of the Wyoming State Bar