

CONTINGENT FEE AGREEMENT FOR EMPLOYMENT OF ATTORNEYS

Agreement made this [DAY OF MONTH] day of [MONTH], [YEAR] by and between the [ATTORNEY NAME] (hereinafter referred to as Attorneys) and the undersigned (hereinafter referred to as Client).

Client hereby retains and employs Attorneys to provide legal counsel and services to Client in connection with the following claims:

Personal Injury arising from [CIRCUMSTANCES OF INJURY AND DATE OF INCIDENT]

Client understands that Client is retaining Attorneys, not any particular lawyer. While one lawyer will be primarily responsible for handling Client's matter, Attorneys use a team approach in their practice. Lawyers, other than the primary lawyer, and legal assistants will participate in the representation of Client and Client's interests with respect to the above-described matter. Any legal matters, other than the above-described matter shall be governed by a separate employment agreement.

Attorneys will provide the legal services called for under this agreement. Client will be truthful and cooperative with Attorneys, keep Attorneys reasonably informed of Client's address, telephone number, and whereabouts, be available for reasonable consultation, and participate in the prosecution of the claim as requested by Attorneys.

Client empowers and authorizes Attorneys to take such action as may be from time to time necessary to establish and protect the claim, including the filing of a lawsuit.

Client agrees to pay to Attorneys fees for the legal counsel and services provided under this agreement. Such fees will be a percentage of the gross recovery received on Client's claim, whether obtained by settlement or judgment, according to the following schedule:

- (A) Thirty-three and one-third percent (33 1/3%) of the gross recovery obtained prior to commencement of trial;
- (B) Forty percent (40%) of the gross recovery obtained after the commencement of trial;
- (C) Fifty percent (50%) of the gross recovery obtained in the event that an appeal is taken from a judgment rendered in favor of Client.

The gross recovery shall include all moneys, the present value of any structured settlement, and the fair market value of all properties and benefits received by the Client. If no recover is obtained on the claim, Client shall owe no fees to Attorneys.

Client shall pay, in addition to the fees set forth above, all costs and expenses of representation including but not limited to, court filing fees, deposition fees, long distance telephone calls and fax transmissions, legal research and data base services, photocopying, and any and all other costs or expenses whether or not recoverable from any person. If no recovery is obtained, such expenses are payable by client whether or not a recovery is obtained on the claim.

Attorneys may but shall not be required to advance costs and expenses of representation and bill Client for reimbursement thereof, or Attorneys may request the

advance of reasonable and foreseeable costs and expenses before incurring them, at Attorneys' option.

Client shall pay, in addition to the fees set forth above, an initial deposit of \$[AMOUNT OF DEPOSIT], the receipt of which is hereby acknowledged, to Attorneys to be applied against the costs incurred by Client. If, at the termination of services under this agreement, the total amount incurred by Client for costs is less than the amount of the initial deposit, the difference will be refunded to client. Client may from time to time be required to deposit an additional sum in the amount that Attorneys reasonably estimate will cover all or a portion of additional costs likely to be incurred by Client pursuant to this agreement.

Total costs cannot be estimated, they vary widely and are dependent upon the action taken by the other party as well as the nature and complexity of the issues involved in the above-described matter. Client acknowledges that Attorneys have made no promises about the total costs which may be incurred by Client under this agreement.

Attorney will provide Client billing statements showing fees and costs incurred, their basis, any amounts applied from the initial and subsequent deposits, and any current balance owed. Any balance owed shall be paid within 10 days after the statement is mailed, unless otherwise agreed to by Attorneys.

Although Attorney may offer an opinion about possible results, outcomes, or consequences regarding the above-described matter, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a guaranty.

All offers of settlement of Client's claim, which are received by Attorneys shall be promptly conveyed to Client who shall have the sole right to accept or reject the offer. Attorneys shall not enter into any settlement or compromise relating to the claim without the authorization and consent of Client. Client shall give Attorneys prior notification of Client's intent to settle or compromise any aspect of the claim before entering into any settlement agreement thereon.

Client authorizes Attorneys to withhold and pay the following from the gross recovery obtained on Client's claim:

- _____ all fees for services provided under this agreement
- _____ all unreimbursed costs and expenses of representation
- _____ all unpaid medical bills and expenses, including but not limited to any medpay lien held by the client's insurance company

Attorneys shall not disclose or reveal any information relating to representation of Client without the authorization of Client or unless such disclosure is deemed by Attorneys to be in Client's interest in connection with Attorneys representation n the claim.

Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after

receipt of the notice. Notwithstanding the discharge, Client will be obligated to pay Attorneys on a quantum meruit basis for all services provided and to reimburse Attorneys for all costs advanced before the discharge.

Attorneys may withdraw at any time as permitted under the Rules of Professional Conduct of the State of Indiana. Circumstances under which the Rules permit such withdrawal include, but are not limited to: (a) where Client's conduct renders it unreasonably difficult for Attorneys to carry out the employment effectively; (b) where Client insists upon pursuing an objective that Attorneys consider imprudent; and (c) where Client fails to pay the fees or costs as required by this agreement with Attorneys. Notwithstanding Attorneys' withdrawal, Client will remain obligated to pay Attorneys on a quantum meruit basis for all services provided and to reimburse Attorneys for all costs advanced, before the withdrawal.

If this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

This agreement may be modified only by subsequent written agreement signed by both Attorneys and Client.

The effective date of this agreement will be the date when, having been executed by Client, it is received by Attorneys, and Attorneys receive the initial fee deposit required by this agreement.

This agreement contains the entire agreement of the parties. No other agreement, statement, or promises made on or before the effective date of this agreement will be binding on the parties.

In witness whereof Attorneys and Client have executed this agreement and have each received an executed copy thereof.

ATTORNEYS

CLIENTS

[ATTORNEY NAME]

By: _____

[CLIENT NAME]

Street

City, State, Zip

Phone number