

CONTRACT FOR LEGAL SERVICES

(Name of Client) _____,
(referred to from this point on as “you”), and the law firm of _____,
(referred to from this point on as “we” or “us”), agree that we will represent you for any and all
claims resulting from

_____ (describe incident) which occurred _____ (date of incident).

You agree that at this point no other attorney or law firm is representing you in this claim. In addition, you have told us about any lawyers you may have hired and dismissed previously on this claim.

We agree to represent you in your claim for damages up to the point at which a judgment is entered by the court. If you do not agree with the court’s judgment and wish to appeal, we are not required to represent you in the appeal. We may, but you must draw up a new agreement with us first. If you need other legal work while your damages claim is proceeding, you must draw up a separate agreement with us to do that legal work; only your damages claim is covered in this contract.

We will be paid according to the following formula:

We will receive 33 1/3% of the gross (before anything is deducted) amount we recover for you before a lawsuit is filed. If we agree that filing a lawsuit is necessary, and we recover money for you after the suit is filed, we will receive 40% of the gross amount we recover. You agree to assign us a lien (that is, admit that we have a legal right to pursue collection) against any money that is recovered or that may be recovered based on our handling of the claim.

If we believe that you have a legitimate claim and that recovery of money for damages is likely, we will pay up front any costs involved in proceeding with your claim, such as travel, fees for copying records, court costs, and the like. Any expenses we have already paid or are obligated to pay in proceeding with your claim will be reimbursed to us out of your share of the money recovered by settlement or judgment. Please remember that if you dismiss us or if we withdraw from representation, you are still responsible for reimbursing us for any expenses. Also, if for some reason you cannot recover any money in damages, you are still responsible for reimbursing us for any money we have spent on your behalf. However, if in our best judgment, recovery is unlikely, you will be advised of this as soon as possible.

We agree to do our best to obtain everything to which you are properly entitled. However, we cannot predict what the outcome will be and do not promise you any particular result or dollar amount of compensation.

In order for us to do our best for you, there are some things you need to do for us.

- We need to know at all times where you can be reached.
- We need for you to appear when requested at conferences, depositions, and in court.
- We need for you to always tell us the whole truth.
- We need for you to provide us with any documents we request from you.
- We need for you to follow any other reasonable instructions or requests

In some special situations, we may decide it would help your case to bring in an attorney from another firm as a consultant or trial specialist. If anyone who is not employed by this firm works on your case, we will let you know in advance that this will occur. The fact that we use outside counsel will not affect the amount you recover in any way.

Unfortunately, in some cases, attorneys and clients do not see eye to eye on the issues. The following information is not intended to discourage you or to make you think that we will not be supportive of you. It is necessary to protect both of our interests in case we disagree on fundamentals related to handling your claim.

You have hired us to represent you, and that means that we will have all the facts related to your claim as well as the legal knowledge of what those facts mean. Do not undermine your own case by trying to negotiate with others on your own or by trying to settle a claim without our knowledge and consent. If you insist on negotiating on your own behalf, we will have the right to withdraw from representing you.

We will give you an honest opinion at all times of the reasonableness of any offers made to you. If we tell you that the settlement offer you have received is a good one and you should accept it, and you refuse to take our advice, we will have the right to withdraw from continuing to represent you.

You have the right at any time to provide us with written notice that you do not wish us to continue to represent you. However, if you dismiss us or if we give you notice that we wish to withdraw, and we have spent time and money on your claim, you will still be responsible for reimbursing us for any money we have advanced to pay for costs in your cases. In addition, we will charge you for the value of the time we have spent in proceeding with your claim, based on the following:

If we receive a settlement or judgment on your behalf, the money will be disbursed to you in the following fashion:

We will endorse any check made out to us or to *either* you or us and deposit it in our trust account. If the check requires your signature as well, we will advise you immediately so that you

can come in and endorse the check. Please realize that the rules the State Bar has set to protect your interests require us to deposit the check and wait until it clears before disbursing your proceeds to you.

When the check clears (which should be no more than a week after we deposit it), we will schedule a meeting with you for you to collect your money and review how the funds have been disbursed. You will receive a statement (called a settlement statement) that details exactly where the money has gone (your proceeds, attorneys' fees, payments to medical providers, other expenses, etc.) You will have the opportunity to go over this statement with your lawyer and ask questions, if you have any.

WE HAVE READ AND UNDERSTAND THE FOLLOWING CONTRACT AND AGREE TO ABIDE BY WHAT IT SAYS.

Dated the _____ of _____, 19__.

_____(Client)

_____(Attorney)