# FORM CONTINGENT FEE AGREEMENT

Dated , 20

 (Client), retains (Lawyer) to perform the legal services described in paragraph (1) below. The Lawyer agrees to perform them faithfully and with due diligence.

1. The claim, controversy, and other matters with reference to which the services are to be performed are: . The representation (will) (will not) [indicate which] include the handling of counterclaims, third- party claims to amounts recovered, and appeals.
2. The contingency upon which compensation is to be paid is the Client’s recovery of funds by settlement or judgment.
3. The Client will pay the Lawyer percent of the (gross amount collected) (net amount collected) [indicate which]. (“Gross amount collected” means the amount collected before any subtraction of expenses and disbursements) (“Net amount collected” means the amount of the collection remaining after subtraction of expenses and disbursements [including] [not including] costs or attorney fees awarded to an opposing party and against the Client.) [indicate which]. “The amount collected” (includes) (does not include) [indicate which] specially awarded attorney fees and costs awarded to the Client and against an opposing party.
4. The Client is not to be liable to pay compensation otherwise than from amounts collected for the Client by the Lawyer, except as follows: In the event the Client terminates this contingent fee agreement without wrongful conduct by the Lawyer which would cause the Lawyer to forfeit any fee, or if the Lawyer justifiably withdraws from the representation of the Client, the Lawyer may ask the court or other tribunal to order that the Lawyer be paid a fee based upon the reasonable value of the services provided by the Lawyer. If the Lawyer and the Client cannot agree how the Lawyer is to be compensated in this circumstance, the Lawyer will request the court or other tribunal to determine: (1) whether the Client has been unfairly or unjustly enriched if the Client does not pay a fee to the Lawyer; and, if so (2) the amount of the fee owed, taking into account the nature and complexity of the Client’s case, the time and skill devoted to the Client’s case by the Lawyer, and the benefit obtained by the Client as a result of the Lawyer’s efforts. Any such fee shall be payable only out of the gross recovery obtained by or on behalf of the Client and the amount of such fee shall not be greater than the fee that would have been earned by the Lawyer if the contingency described in this contingent fee agreement had occurred.
5. A court or other tribunal may award costs or attorney fees to an opposing party and against the Client.
6. The Client will be liable to the lawyer for reasonable expenses and disbursements. Such expenses and disbursements are estimated to be $ . The Client authorizes the Lawyer to incur expenses and make disbursements up to a maximum of $ . The

Lawyer will not exceed this limitation without the Client’s further written authority. The Client will reimburse the Lawyer for such expenditures (upon receipt of a billing), (in specified installments), (upon final resolution), (etc.) [indicate which].

1. If the Lawyer wishes to hire a lawyer in another firm to assist in the handling of a matter (called an “associated counsel”), the Lawyer will promptly inform the Client in writing of the identity of the associated counsel and that the hiring of associated counsel will not increase the contingent fee, unless the Client otherwise agrees in writing. The Client has a right to disapprove the hiring of associated counsel and to terminate the employment of associated counsel for any reason.
2. Other persons or entities may have a right to be paid from amounts recovered on the Client’s behalf. The Client (authorizes) (does not authorize) [indicate which] the Lawyer to pay from the amount collected the following: (e.g., all physicians, hospitals, subrogation claims and liens, etc.). The Lawyer may be legally required to pay the claims of third parties out of any monies collected for the Client, and not to disburse them to the Client. However, if the Client disputes the amount or validity of the third-party claim, the Lawyer may deposit the funds into the registry of an appropriate court for determination. Any amounts paid to third parties (will) (will not) [indicate which] be subtracted from the amount collected before computing the amount of the contingent fee under this agreement.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.

(Signature of Client)

(Signature of Attorney)

# FINAL DISBURSEMENT STATEMENT FOR CONTINGENT FEE AGREEMENTS

GROSS RECOVERY $

Itemization of expenses incurred in handling of case:

 $

 $

 $

 $

Total Expenses $

|  |
| --- |
| Amount of Expenses |
| Advanced by Lawyer | $  |
| Amount of Expenses |
| Paid by Client | $  |

NET RECOVERY

$

Computation of Contingent Fee:

 % of (Net) (Gross)

|  |  |
| --- | --- |
| Recovery = $ |   |
| Total Fee |
| (and expenses advanced |
| by Lawyer)\* |

DISBURSEMENT TO CLIENT $

\* (If fee is on “Net Recovery” and Lawyer has advanced expenses which are being reimbursed from the “gross recovery.”)

(Signature of Lawyer)

(Signature of Client)

By signature Client acknowledges receipt of a copy of this disbursement statement.