

Metropolitan Legal Solutions

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May 5, 2019

VIA US MAIL

Ms. Jane Doe
123 Main Street
P.O. Box 99
Alexandria, VA 22314

Re: Retainer agreement in *Doe v. Smith*

Dear Ms. Doe:

I am pleased to be able to assist you with your personal injury claims against Mr. John Smith following your car accident in October 2018. Please find enclosed the Retainer Agreement signed on May 1, 2019. The purpose of the retainer agreement is to confirm the terms and conditions of my engagement, billing and collection policies, and other terms governing our relationship.

To stay up to date with your case, filings, and hearings, you can contact our office any time at (703) 342-1133 or visit our website to access your client portal. Our website can be found at www.metropolitanlegalsolutions.com. Using the “log in” option on the top right corner, you can log in using the following credentials:

- Your username is your first initial and last name (example: Sam Jones’s username would be “SJones”).
- Your password is the last 4 digits of your social security number. You can change your password any time from the client portal.

Thank you for the opportunity to work with you in connection with this matter. Please feel free to contact my office at any time with any questions or concerns.

Respectfully,
Metropolitan Legal Solutions

/s/ **Leonardo Roca**
Leonardo Roca

Enclosures: Retainer Agreement

PERSONAL INJURY CONTINGENCY FEE AGREEMENT

In consideration of the legal services to be rendered by the Metropolitan Legal Solutions and the advancing of court costs and litigation expenses, as agreed between Attorney and Client, i.e., for the investigation costs, deposition fees, service of process, etc., I hereby employ said firm to prosecute all claims I may have against any and all parties responsible for injuries and damages sustained by me on or about 10/1/2018, at or near 123 Main Street, Alexandria, VA 22314, on the following conditions:

1. Attorney shall receive, and the undersigned shall pay, as the legal fees in this matter, 33 $\frac{1}{3}$ % of the total recovery should settlement be made prior to the filing of a lawsuit, and 40% if settlement is made subsequent to the filing of the lawsuit and before an appeal has been filed by either party.
2. Attorney is to receive the above percentage of recovery *before* any deduction for disbursements and costs incurred. Client agrees to repay the attorney for such disbursements and costs, including, but not limited to, any investigation fees, service of process, court costs, and deposition fees and charges incurred or paid by attorney out of the client's share of recovery.
3. Attorney is hereby granted a lien in protection of *[his/her]* fees and costs advanced, from any sums recovered in this case and may retain the amount of *[his/her]* fees and costs from any sums recovered.
4. The above fee covers only the handling of the Client's personal injury action up to and including trial, if necessary, and does not include, nor will this firm prosecute any appeals, if necessary, unless a separate agreement, in writing, is entered into between Client and Attorney.
5. The above fees are not set by law but are negotiable between Client and Attorney.
 - a. If the injured is a minor, this Retainer Agreement is subject to approval of the Court.
6. Attorney is authorized and directed to take whatever actions are, in *[his/her]* discretion, necessary in the prosecution of my claim.
7. Hospital and medical bills incurred by me may be paid by Attorney, on my behalf, out of my client's share of any recovery in this matter, provided that I have executed a lien or otherwise directed attorney to make such payments. It is further understood and agreed that any

medical bills, doctor's charges, or other expenses for medical care, treatment and diagnosis are the responsibility of the client and not of the attorney, and that client is ultimately responsible for the payment of such expenses and charges.

8. No settlement will be made without client's consent. In the event that attorney recommends my acceptance of a settlement offer, and said offer is rejected by client, attorney may, at [his/her] election, call upon me to reimburse attorney for all costs and expenses incurred on my behalf and advanced by said attorney and further require that costs be advanced by me as a condition to attorney proceeding further with client's claims or action.
9. No guarantees or promises regarding the outcome of this case have been made by attorney.
10. In the event that I discharge Metropolitan Legal Solutions from employment as my attorney, attorney shall receive out of any recovery in this matter a sum equal to the number of hours worked on this matter times an hourly rate of \$200 per hour, plus costs advanced. A lien for these sums is hereby granted to attorney.
11. Client hereby gives to attorney the power and authority to execute any and all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders and other papers which client could properly execute, and to receive in the name and stead of client any monies or other things of value in the name and stead of client which may properly be payable or deliverable to client on account of any judgment or settlement agreed on in connection with the aforesaid claims of client.

Dated: **5/1/2019**

/s/ **Jane Doe**
Jane Doe

/s/ **Leonardo Roca**
Metropolitan Legal Solutions
Leonardo Roca