



### **CONTINGENT FEE AGREEMENT**

#### **CLIENT UNDERSTANDS THAT THERE IS NO CHARGE IF THERE IS NO MONEY RECOVERY AND THERE ARE NO GUARANTEES OF SUCCESS**

1. Tamara Catherine Anderson, who currently resides at 6730 Tullamore Dr, Colorado Springs, CO. 80923, hires Ramos Law, located at 10190 Bannock St Suite 200 Northglenn, CO 80260, ("The Firm") for legal services related to a claim resulting in personal injuries occurring on February 5, 2024. Scope of representation does not include dram shop claims.
2. The Client will pay The Firm a **thirty five percent (35%) contingency fee** of the gross award or settlement of the Claim. The fee increases to **thirty eight percent (38%)** if a lawsuit is filed on your behalf, **forty percent (40%)** after 120 days in litigation, and **forty five percent (45%)** if your case goes to trial. Any specially awarded attorney fees shall belong to The Firm. If attorney's fees are awarded to Client, Client shall pay the greater amount of either (1) the amount awarded for attorney's fees or (2) 35%, 38%, 40% or 45% (depending on the status of the case when resolved) of the gross recovery and the percentage shall be applied to all amounts collected for all damages, interest, costs and other recovery and also including the amounts awarded for attorney's fees. Attorney fees are charged on the gross amount before expenses are deducted meaning they are charged after the contingency fee is calculated.
3. The Client is to be liable to the attorney for reasonable expenses. Such expenses can be significant if your case is resolved without a lawsuit. Our average expenses are between \$200 and \$500, prior to filing a lawsuit. If we file a lawsuit, expenses can range between \$5,000 and \$50,000+. Case costs can vary considerably. At our discretion, we may ask you to pay litigation expenses up front at any time.
4. Client authorizes The Firm to pay all outstanding bills and liens associated with the Claim from the gross recovery after payment of the contingency fee. Client acknowledges subrogation and liens have been explained.
5. Medical care is NOT a cost or expense. If there is no monetary recovery, The Firm will not pay any of Client's medical bills.
6. The Firm holds an attorney's lien on all money recovered or received by the Client and the Client may not compromise, settle, or otherwise burden the Claim without The Firm's consent.
7. The Firm may withdraw from the Claim for any reason at any time and would have no further responsibility to Client. Likewise, the Client may terminate The Firm at any time.
8. This Agreement does not include appellate services.

# RAMOS LAW

## INJURY DIVISION

9. ~~Client agrees to keep The Firm advised of their whereabouts at all times and to follow all requests for the preparation and presentation of the Claim.~~
10. Client authorizes The Firm to provide all necessary information to any entity or person involved with the Claim. Client acknowledges signing a medical records release.
11. In the event the client terminates this contingent fee agreement without wrongful conduct by the attorney which would cause the attorney to forfeit any fee, or if the attorney justifiably withdraws from the representation of the client, the attorney may ask the court or other tribunal to order the client to pay the attorney a fee based upon the reasonable value of the services provided by the attorney. If the attorney and the client cannot agree how the attorney is to be compensated in this circumstance, the attorney will request the court or other tribunal to determine: (1) if the client has been unfairly or unjustly enriched if the client does not pay a fee to the attorney; and (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 attorney, and the benefit obtained by the client as a result of the attorney's efforts. Any such fee shall be payable only out of the gross recovery obtained by or on behalf of client and the amount of such fee shall not be greater than the fee that would have been earned by the attorney if the contingency described in this contingent fee agreement had occurred. In the event the Firm must file a lawsuit to recover unpaid legal fees, Client expressly agrees to pay the Firm's attorney's fees and costs incurred for same.
12. The Firm may associate other attorneys outside The Firm to work on the claim. This will not change the fee charged to the Client.
13. The Client understands they are responsible for costs and attorney fees if awarded to the opposing party by a Judge or Arbitrator. The Client may pay any such award from the proceeds collected on the Client's behalf, but The Firm's fee shall be paid based and collected on the gross recovery, before the Client's payment of awarded costs and attorney fees from any such recovery.
14. **Client understands that the scope of the Law Firm's services is limited to the services set forth in Paragraph 1 above, only. Client understands that his/her failure to timely bring other legal issues to the attention of The Firm may result in waiver of legal rights and/or applicable statute of limitations for such claims.**

*I HAVE READ THE ENTIRE AGREEMENT BEFORE SIGNING IT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED.*

DocuSigned by:



2/12/2024

Client: Tamara Catherine Anderson

Date



February 12, 2024