**CONTINGENCY FEE FOR PERSONAL INJURY CASE - Novice**

This agreement is between:

CLIENT’S INFORMATION: ATTORNEY’S INFORMATION:

John Doe Robin Hood Law Firm

DOB 12/25/00 Robin Hood (novice)

5555 W Example Dr Phone Number: 555-555-5555

Phoenix, AZ 85000 Email

Email Bar number

Phone Number: 555-555-5555

GUARDIAN OR CARE GIVER INFORMATION:

John Doe

5555 W Example Dr

Phoenix, AZ 85000

Email

**SCOPE OF SERVICES: PERSONAL INJURY DATE OF INCIDENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTINGENCY FEE (PERCENT) ATTORNEY AGREED UPON:** **\_\_\_\_\_\_\_\_\_\_\_%**

**HAS ATTORNEY AGREED TO HELP WITH PROPERTY DAMAGE? \_\_\_\_\_Y\_\_\_N\_\_\_\_\_\_\_**

**IF PERSONAL INJURY CASE GOES TO LITIGATION, CONTINGENCY FEE NOT TO SURPASS 40%**

**ATTORNEY’S FEES IF THEY WERE DISCHARGED BEFORE THE COMPLETITION OF THE CASE: If the attorney service is terminated before the attorney can finalize the case, attorney will be entitled to a quantum meruit fees. Quantum meruit fees refer to the fair compensation a person is entitled to receive for their services when there is no specific agreement, based on factors like the nature of the work and prevailing market rates. For this category attorney will not bill more than $200.00 per hour.**

**SCOPE OF SERVICES**: Client employs Attorney to represent Client’s claim in obtaining a final Judgment or Settlement. Client authorizes Attorney to act on client’s behalf on all matters involved with this claim and to negotiate on behalf of the client, The firm will not settle the case without Client’s consent.

Client agrees to be cooperative and truthful with the Attorney, to keep the Attorney advised of developments, to abide by this contract and keep the attorney advised of any change in the Client’s physical address and telephone numbers, i.e., residence and employment, to cooperate with the health care providers when they believe medical treatment is needed, and to follow the medical treatment as prescribed by health care provider.

If the claim involves a motor vehicle accident and the responsible parties have no liability insurance or have insufficient coverage, attorney is authorized to submit uninsured or underinsured motorist claims directly to the insurance company of the Client(s).

**Client understands fully that the representation is strictly limited only to those matters set forth above, and any additional representation for any other legal matter shall require a separate written agreement.**

**LEGAL FEES ARE CONTINGENT: IF NO RECOVERY IS OBTAINED, NO PAYMENT WILL BE DUE TO THE ATTORNEY.**

**ADDITIONAL DOCUMENTS REQUIRED BY THE ATTORNEY**: Client also agrees to sign any additional documents required to successfully carry out the representation. Such documents may include (but are not limited to) powers of attorney to authorize payment of medical bills, authorization to use or disclose protected health information or employment information, medical eligibility forms, and Client’s consent to release Medicare information.

**COSTS**: Attorney may advance costs for client pursuant to ethics rules. Client is responsible for repayment of costs. Costs may include, but are not limited to, charges for medical records, medical reports, photographs, filing fees, service fees, witness fees, investigator fees, exhibits, travel and accommodations, videotaping, court reporter, depositions, and expert witnesses, if required. Costs will be deducted from any recovery after calculation of the attorney’s fees.

**PRIOR ATTORNEY LIENS:** Client consents for the Attorney to honor out of the client’s share of the total recovery any lien the attorney deems to be reasonably asserted by a prior Attorney for costs and/or services related to prior attorney’s representation of Client for the incident described above.

**CREDITOR’S LIENS:** Client may instruct the Attorney, with the attorney’s consent and the consent of the creditor (including a physician or other health care provider), to honor the lien of the creditor from out of the client’s share of the total sum collected. Client consents for the Attorney to honor the lien of a health care provider at the Attorney’s discretion so long as any such lien benefits Client’s medical care incurred in connection with the Client’s claim. Notwithstanding the foregoing, all Client’s unpaid medical expenses shall remain Client’s responsibility to pay.

**DISCHARGE OR WITHDRAWAL**. Client may discharge law firm at any time. Law firm may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with law firm or to follow law firm's advice on a material matter or any other fact or circumstance that would render law firm's continuing representation unjust or unethical.

**AUTHORIZATION TO PROVIDE INFORMATION TO THIRD PARTY:** Client authorizes the Attorney to provide Client’s healthcare providers with client’s address, telephone number(s), insurance information, and/or third-party insurance information. Client also authorizes the Attorney to obtain all medical records on the Client in order to proceed with this case. Further, client also authorizes the Attorney to disclose any and all medical records necessary to obtain a recovery for the client.

**DOCUMENT RETENTION:** At the end of the representation, The Attorney will turn over the file to you. If you do not want the file, you agree the file may be destroyed in accordance with the Attorney document retention policy. Currently, it is the attorney’s policy to destroy files five years after the termination of the representation.

**ARBITRATION OF FEE DISPUTES:** If a dispute arises between you and the attorney regarding fees, the parties agree to resolve the dispute through the State Bar’s Fee Arbitration Program.

**NO ADVICE REGARDING THIS FEE AGREEMENT:** No one is acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, it is recommended you consult with independent counsel of your choice.

**NO EXPRESSED GUARANTEE, PREDICTION OF RESULT OR ACCOMPLISHMENT. Client understands that NO ONE employed in the legal field can make any guarantees, promises, predictions, expectations or statements regarding the disposition, result or outcome of the above matter.**

**COUNTERPARTS**. This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

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CLIENT Date CLIENT Date

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ATTORNEY Date