

QUESTION 13 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V

After initially retaining attorney Amy Adams to represent him in a personal injury case, and after Adams had done substantial work on the case, Bob Barnes fired Adams and hired you because of your reputation as an outstanding plaintiff's personal injury lawyer. You, too, did a considerable amount of work on the case, and eventually you obtained a settlement of \$90,000.00. (For purposes of this question, there are no costs associated with the litigation.)

Upon hearing of the settlement, Adams writes to you demanding a fee of \$40,000.00 based on her claim of a verbal fee agreement with Barnes. According to Adams, that fee agreement provided that if Barnes terminated her services and was later successful in obtaining a recovery, her fee would be 1/3 of the present value of the case as of the time her services were terminated. Several days before Barnes fired her, defense counsel had offered in writing to settle the case for \$120,000.00. When you ask Barnes if Adams' claim as to a verbal agreement and its terms is accurate, he agrees that it is.

1. Is Adams entitled to the \$40,000.00 fee she is demanding? Explain your answer.

2. If Adams is not entitled to \$40,000.00, how much is she entitled? Explain your answer.

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