

Sample

AUTHORITY TO REPRESENT

We, the undersigned clients, do hereby retain and employ THE STANLEY WINES LAW FIRM, P.A., as our attorneys to represent us for any and all claims which we may have against any and all persons, firms or corporations arising out of an incident which took place on the _____ day of _____, _____, upon the following terms:

CONTINGENCY FEE AGREEMENT PROVISIONS

We hereby agree to pay for the costs of preparation of our liability, uninsured motorist or wrongful death claims and should it be necessary to bring an action or institute suit or arbitration on such claims, our attorneys are authorized to do so and we agree to pay the court and trial costs. As compensation for their services, we agree to pay our attorneys from the proceeds of recovery the following fee, without prior court approval as specified below:

- 33 1/3% Of any gross recovery up to \$1 million through the time of filing of an answer or the demand for appointment of arbitrators;
- 40% Of any gross recovery up to \$1 million through the trial of the case;
- 30% Of any gross recovery between \$1 and \$2 million;
- 20% Of any gross recovery in excess of \$2 million;

If all defendants admit liability at the time of filing their answers and request a trial only on damages:

- 33 1/3% Of any gross recovery up to \$1 million through trial;
- 20% Of any gross recovery between \$1 and \$2 million;
- 15% Of any gross recovery in excess of \$2 million;

An additional 5% of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

THIS EMPLOYMENT is on a contingent fee basis, and if NO RECOVERY is made, we will NOT be indebted to our attorneys for any fee whatsoever. It is understood and agreed that neither party shall settle any claims arising from this incident without first having obtained the consent of the other party to this agreement.

In the event our attorneys determine at any time that our liability, uninsured motorist or wrongful death claims should not be prosecuted, they may notify us of this decision and withdraw as our attorneys from all claims and we shall owe them no fees for legal services. We further agree that from the proceeds of any such recovery, whether by settlement, judgment or otherwise, you may deduct the attorneys' fees unpaid, and we further agree that you may deduct the amount of all unpaid bills for doctors, hospitals and related items, making disbursement of such funds directly to the doctor or hospital, etc., concerned.

The undersigned clients have, before signing this contract, received and read the Statement of Client's Rights, and understand each of the rights set forth therein. The undersigned clients have signed the statement and received a signed copy to refer to while being represented by the undersigned attorneys.

THIS CONTRACT MAY BE CANCELLED BY WRITTEN NOTIFICATION TO THE ATTORNEY AT ANY TIME WITHIN THREE (3) BUSINESS DAYS OF THE DATE CONTRACT WAS SIGNED, AS SHOWN BELOW, AND IF CANCELLED THE CLIENT SHALL NOT BE OBLIGATED TO PAY ANY FEES TO THE ATTORNEYS FOR THE WORK PERFORMED DURING THAT TIME. IF THE ATTORNEYS HAVE ADVANCED FUNDS TO OTHERS IN REPRESENTATION OF THE CLIENT, THE ATTORNEYS ARE ENTITLED TO BE REIMBURSED FOR SUCH AMOUNTS AS THEY HAVE REASONABLY ADVANCED ON BEHALF OF THE CLIENTS.

DATE: _____ CLIENT: DO NOT SIGN _____

DATE: _____ CLIENT: DO NOT SIGN _____

THE STANLEY WINES LAW FIRM, P.A.

DATE: _____ By: _____