

## AGREEMENT TO HIRE LAWYERS

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### I. PURPOSE OF THIS AGREEMENT.

I, \_\_\_\_\_, hire the law firm of Walk & Murphy, P.L.C. (W&M, P.L.C.) to represent me in my case against \_\_\_\_\_ ("my case.") When used in this Agreement, "my lawyers" means W & M, P.L.C.

### II. MY RESPONSIBILITY TO PAY LAWYERS' FEES.

A. **CONTINGENT FEE.** In the event of a **RECOVERY** before an appeal, we agree to pay our Attorneys **33.3 percent** of the **RECOVERY** for their services. If an appeal is filed, we will agree to pay our Attorneys **40 percent** of the **RECOVERY** for their services if the case is not settled before they file a brief on our behalf. We understand that the **RECOVERY** is any funds recovered on our behalf or on behalf of \_\_\_\_\_ by our Attorneys, whether by settlement or judgment, and includes any costs, interest, and fees awarded by the court.

**WE UNDERSTAND THAT IF NO RECOVERY IS MADE, OUR ATTORNEYS WILL RECEIVE NO FEE FOR THEIR SERVICES UNDER THIS CONTRACT, BUT WILL BE ENTITLED TO PAYMENT FOR ALL EXPENSES INCURRED ON MY BEHALF.** We also understand that \_\_\_\_\_ is jointly responsible with us for repaying any expenses (*as herein defined*), subrogation claims or liens for medical, hospital and insurance payments related to this claim (including Medicare, Medicaid or Social Security Disability), if required by law, and that **these amounts must be repaid from our share of the Recovery.**

#### B. Settlement Payments Over a Period Of Time.

In the event my case is settled by an agreement which calls for an initial cash payment and additional payments over a period of time, my lawyers may decide to either:

- 1) be paid all of their fees from the initial cash payment based upon the present value of all payments to be made according to the settlement.
- 2) be paid their fees, whether 33.3% or 40%, out of each payment as it is received.

C. **HOURLY FEE.** Our attorneys have offered, in the alternative, to represent us based on an hourly fee, with a retainer of \$5,000.00. We would be billed on a monthly basis and the amount due would be payable at the time of the billing. The fees would be based on the rate of \$160.00 per hour. We have rejected this offer and have chosen the contingent fee option. [Initial]

#### **D. Lawyers' Fees Are Not Set By Law.**

I hereby give of my full consent to have any proceeds that become payable to me and/or my attorney and/or any payments made for my benefit pursuant to my case paid to my lawyer's trust account. My lawyers will then be paid what is owing to them under this agreement out of the trust account, and the balance will be paid to me.

My lawyers' fees are not set by law. I have agreed to pay these lawyers' fees after I discussed them with my lawyers.

**E. FEE ON TERMINATION OF REPRESENTATION.** If we terminate our Attorney's representation before the conclusion of our case, we agree to pay our Attorneys a fee based on the fair and reasonable value of the services performed by our Attorneys before termination.

#### **III. MY RESPONSIBILITY TO PAY EXPENSES.**

My lawyers may pay expenses to handle my case. It is difficult for my lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert witness fees, computer service fees, charges for telephone, postage and photocopying, charges for medical records, and charges for the preparation of trial exhibits. Although my lawyers may make certain advances in my case from time to time, they are not obligated to do so. Advances for significant amounts such as appraisal fees, accountant fees, etc. will be required from me before the services are ordered or the cost incurred.

I permit my lawyers to pay the expenses they decide are appropriate to handle my case except that I expect my lawyers to discuss such expenditures with me prior to incurring the obligation. I will pay for the expenses or reimburse my lawyers for those expenses which they have paid when I am billed for them. I will have to pay expenses even if my lawyers do not obtain a recovery for me.

If my lawyers obtain a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, my lawyers' fees, the expenses I have to pay and my net recovery. I realize my lawyers cannot guarantee a recovery.

#### **IV. MY RIGHT TO APPROVE A SETTLEMENT.**

My case may not be settled without my approval.

#### **V. MY LAWYERS' RIGHT TO WITHDRAW.**

My lawyers cannot recommend that I start a lawsuit until they complete their investigation of my case. I will give my full cooperation to my lawyers as they investigate and handle my case. My lawyers may discover facts during the investigation that may lead them to recommend that I not start

a lawsuit. Even after I start a lawsuit, my lawyers may discover facts that may lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case.

I therefore agree that my lawyers may withdraw from my case any time they recommend that I should drop my lawsuit or that I should hire other lawyers to handle my case. I also agree that my lawyers may withdraw if I do not cooperate in the investigation or handling of my case, or if the Rules of Professional Conduct which apply to my lawyers permit or require them to withdraw.

If my lawyers decide to withdraw from my case, they will try to protect my interests to the extent reasonably possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. My lawyers have no duty to find other lawyers for me in the event they withdraw from my case.

**VI. MY RIGHT TO FIRE MY LAWYERS.**

I realize that I have the right to fire my lawyers at any time, even if I have no reason. If I fire my lawyers, I will have to pay them for the reasonable value of their services and for the expenses they paid in handling my case, as indicated above

**VII. NO GUARANTEE OF RESULT.** We understand that the outcome of any case is impossible to predict and that our attorneys make no guarantees to the outcome of this case.

**VIII.** It is the policy of this firm that we will keep and store your file for no less than six (6) years after the date of the last legal service. Thereafter, the file and all of its contents will be permanently destroyed without further notice to you. You may retrieve your file and all of its contents at any time during that period. Any copies we have to make will be billed to you.

**APPROVAL OF THIS AGREEMENT**

We have read this Agreement and agree to all of its terms.

Dated: \_\_\_\_\_

WALK & MURPHY, P.L.C.

Dated: \_\_\_\_\_

By: \_\_\_\_\_