

CONTINGENCY FEE AGREEMENT

The undersigned, hereinafter called "client(s)," employs **Christopher M. Davis and Davis Law Group, P.S.** (hereinafter "Attorney(s)"), at 2101 Fourth Avenue, Suite 1030, Seattle, WA 98121, to handle all claims of the client(s) arising against:

_____, and any other potential liable party discovered later on, for damages resulting from: _____ that occurred on or about _____, 20____. Client(s) and Attorney(s) mutually agree as follows:

Initial Evaluation

1. Client agrees to pay the cost of obtaining necessary records and of having an expert evaluate Client's case. Client agrees to deposit **\$0.00** with Attorneys for this purpose. Any balance remaining shall be refunded to Client if Attorneys do not accept the case. Attorneys charge no fee for this evaluation.

Attorney Fees

2. Client agrees to pay Attorneys one-third (33.33%) of all sums recovered by settlement, arbitration, trial, or otherwise. "All sums recovered" means all proceeds received from defendants and all other sources which have reimbursed or otherwise provided credits or benefits to Client for injuries caused by third parties, including costs, terms or interest (e.g., PIP lien waivers, etc.). The attorney contingency fee shall be calculated before deduction of costs. Attorneys agree that if there is no recovery, no attorney fees shall be paid. In the event of an appeal, or post-verdict action (collection), an additional fee or fees may be assessed.

If a separate award of attorney fees is authorized according to court rule or statute (e.g., CR 68, Offer of Settlement, etc.) Attorneys shall receive the greater of the separate attorney fee award or the percentage contingency attorney fee. In the event the separate attorney fee award does not exceed the attorneys' contingency fee, said separate attorney fee award shall be added to the settlement or judgment amount and this amount will be considered "all sums recovered" by Attorneys, and the contingency fee will be calculated from this amount.

3. In the event Client's case is settled on an agreement calling in part for installment payments in the future, attorney fees on this portion of the recovery will be computed on the present cash value of such future payments, and shall be paid from the cash settlement portion of the recovery.

In the event client's case is settled by any non-monetary means (e.g., public apology, job reinstatement, etc.), client agrees to pay attorney for all worked performed at attorney's current hourly rate.

4. Client grants to Attorneys a lien on any and all causes of action, proceeds and recoveries, existing or future judgments, and other assets of Client that may be in Attorneys' possession, for satisfaction of any unpaid account balance.

Costs

5. As required by the attorney ethics rules for the state of Washington, client agrees to pay all costs. Such costs include, but are not limited to, filing fees, service fees, witness fees, research fees, file supplies, and charges for investigation, records, medical reports, photographs, photocopies, long distance telephone charges, postage, travel, depositions and the like. Client acknowledges and agrees that attorneys may borrow funds from time to time to pay certain of the client's costs, and agree that, in addition to reimbursing attorneys for the amount of such costs, client will also reimburse attorneys for any interest charges and related expenses attorneys incur in connection with such borrowings.

6. Costs may be advanced by attorneys, as permitted by ethics rules. However, such un-reimbursed costs will be deducted from the proceeds of any recovery after calculation of attorney fees.

Client Duty of Cooperation

7. Client agrees to fully cooperate with Attorneys and the legal staff at Davis Law Group, including without limitation, disclosing all necessary information (insurance, providers, prior accidents, injuries, etc.), promptly signing and returning necessary medical authorizations and other documents or pleadings, promptly responding to communications, and promptly informing Attorneys of a change in mailing address, telephone number, or residence. Client agrees to notify Attorneys if prior to, or during pendency of the claim, Client files for bankruptcy. Furthermore, Client agrees to be truthful and forthcoming in his or her dealings with Attorneys. Client's failure to cooperate shall establish good cause to allow the Attorneys to withdraw from Client's case.

Withdrawal and Discharge

8. In the event client discharges Attorneys, or in the event Attorneys withdraw for good cause (e.g. if client engages in any illegal or unethical behavior or dishonesty with attorney), client agrees to pay Attorneys a reasonable attorney's fee and any unreimbursed costs. Calculation of a reasonable attorney's fee shall be the greater of \$XXX.XX per hour or the attorney's current hourly rate at time of discharge for all hours performed on Client's behalf, or a percentage (as determined in paragraph 2) of the last offer received, whichever is greater. Paralegal and/or legal assistant work shall be the greater of \$XXX.XX per hour or said employee's current hourly rate for all hours performed. The amount of unreimbursed costs shall accrue interest from the date of discharge or withdrawal at the maximum legal rate, or at XX% per annum, whichever is lower.

Advice Concerning Attorney Fees

9. Client has been advised that as an alternative to this contingent fee arrangement, client could employ Attorneys on an hourly basis. Under an hourly fee arrangement, client is required to pay an advance of \$XX,XXX.XX to be held in trust to secure monthly billings of fees and costs. Attorney fees would be billed against this advance at the rate of \$XXX.XX per hour. Client would have an ongoing obligation to maintain advances adequate to cover fees and costs incurred. Client has **rejected** this hourly fee arrangement and elects to employ attorney on the contingent fee basis stated herein.

10. Client has the right to petition the court in which this action may be filed to determine the reasonableness of attorney fees charged.

Collection

11. Client shall pay a reasonable attorney's fee and all costs of collecting client's unpaid account balance. Collection costs shall be paid whether incurred by a collection agent or as a result of legal action by or on behalf of Attorney. The Seattle District Court or King County Superior Court shall be a proper venue for a collection lawsuit.

Payment of Health Care Providers

12. Client authorizes Attorneys to pay any health care provider from client's share of any recovery, any unpaid balance due for services received for injuries sustained in the accident resulting in this claim. Client also authorizes Attorneys to pay any verified subrogated interest in client's claim and further consents to having Attorneys execute a hold harmless letter to the third party carrier for purposes of expediting settlement and paying any subrogation entities.

Waiver of Physician-Patient Privilege

13. Client acknowledges that the plaintiff in a personal injury action waives the physician/patient privilege, allowing defendants to examine client's medical records and question client's medical providers. Knowing this, client authorizes attorneys to waive client's physician/patient privilege if a lawsuit is filed.

Associate Counsel

14. Attorneys reserve the right to associate other attorneys in client's representation, without additional expense or fees to client. Client consents to such association and to a division of attorney fees as may be agreed upon between associated counsel.

Case File

15. Attorneys will generate a file on my case, which will be maintained and owned by the attorneys. Copies of routine documents will be supplied to me at no cost. I may obtain a copy of the file at my own expense. At the conclusion of my case, the law office, at

my request, will return any of my personal records supplied to the law office (such as medical records, tax returns, personal photographs, etc., and such other documents that may be appropriately delivered to me for safe keeping or any records or documents created by persons other than the law office or those retained by the office in prosecution of this claim). If no request for these records is made by the client, they will be destroyed at the conclusion of my case. The remainder of the file will be electronically stored for three years and then destroyed. Thereafter, if at any time prior to file destruction, client wants copies of the electronically stored file, the same will be supplied to client at client's expense.

Power of Attorney

16. Client grants Attorneys the client's limited power of attorney to act as client's attorney in fact to do all things necessary and proper in handling client's claim, including but not limited to, the execution of pleadings, contracts, checks, drafts, deposits, covenants and releases.

Client has read this agreement and understands all of the above terms and conditions and further consents to be bound by same. This agreement represents the final and complete agreement between the parties notwithstanding any prior oral or written agreements that may have been executed. Client has received a copy of this agreement.

ATTORNEYS:
Davis Law Group, P.S.

CLIENT(s):

By: Christopher M. Davis

By:

DATE: _____

DATE: _____