

Hartley O'Brien Parsons Thompson & Hill

PERSONAL INJURY AND/OR WRONGFUL DEATH CONTINGENT FEE AGREEMENT

1. THE PARTIES TO THIS AGREEMENT

This agreement is made on _____, by _____, (referred to as the client) and Hartley O'Brien Parsons Thompson & Hill (referred to as the attorneys).

2. THE CLAIM COVERED BY THIS AGREEMENT

The client agrees to retain the attorneys to render legal services on behalf of the client against _____ (and possibly other entities) for claims arising out of _____.

3. ATTORNEY FEE PERCENTAGES

The attorneys agree to use their best efforts in representing the client. The client agrees to pay the attorneys for their services _____% of any settlement or verdict obtained. In a case which is appealed, or otherwise is brought before an appellate court, the fee will be _____%.

4. FEE CALCULATION IN SETTLEMENTS WITH FUTURE PAYMENTS

If the client agrees to a settlement which will be paid all or partially in the future, the contingent fee percentage will be applied to the cost of the annuity which will fund the future payments. If the cost is unknown the fee will be charged against the calculated present value of the settlement. It is contemplated that the attorney fee in a settlement with future payments will come entirely from the "up front money" part of the settlement.

5. ECONOMICALLY UNFEASIBLE CLAIMS

If the attorneys at any time determine a claim covered by this agreement is without merit or continued pursuit or it is economically unfeasible, they may cancel this agreement upon reasonable notice to the client. If this happens, the client will owe the attorneys nothing.

6. SETTLEMENT OFFER REFUSED BY THE CLIENT

If an offer of settlement is made, and the attorneys recommend to the client the offer be accepted, but the client refuses to accept the offer, the attorneys may withdraw from representing the client, so long as withdrawal can be accomplished without prejudicing the claim. The inconvenience of finding replacement counsel and the possibility replacement counsel cannot be found do not, in and of themselves constitute prejudicing the claim. Any withdrawal from a case in which suit has been filed will be in accordance with the applicable court rules. If the attorneys withdraw under these circumstances, and the claim covered by this agreement ultimately results in recovery, the attorneys will be entitled to fair compensation for the work done by them and to reimbursement of expenses advanced by them before withdrawing. Fair compensation in this instance is defined as it is in paragraph 7.

7. DISCHARGE OF THE ATTORNEYS

If the client discharges the attorneys, the attorneys will be entitled to reimbursement of expenses incurred as of the date of discharge, regardless of whether the claim covered by this agreement produces any money. If the client discharges the attorneys, the attorneys will also be entitled to fair compensation. Fair compensation is defined as the part of the contingent fee which best represents the contribution made and risk assumed by the attorneys relative to the total of all contributions and risks, viewed retrospectively as of the resolution of the claim covered by this agreement.

8. EXPENSES

Expenses, including but not limited to deposition and travel expenses, expert witness fees, and medical record charges, will be advanced by the attorneys. If the claim produces no recovery the client will *not* be required to reimburse the attorneys for expenses advanced, unless the failure to recover is a result of the situation explained in paragraph 6 or paragraph 7 of this agreement. Expenses will be repaid from the *client's* share of any money recovered. The attorneys are permitted to stop advancing expenses if acceptance of a settlement offer is recommended by the attorneys but refused by the client. The attorneys are also permitted

to stop advancing expenses if they cancel this agreement in accordance with paragraph 5, or if the attorneys are discharged by the client.

9. RIGHT TO INFORMATION

The client is entitled to access to all documents and other things created or received by the attorneys in connection with the claim covered by this agreement. An accounting of expenses ordinarily will *not* be provided to the client, until and unless a recovery is made. However, reasonable interim accountings are available to the client on request.

10. ASSOCIATE COUNSEL

The attorneys may employ associate counsel at no extra cost to the client to whatever extent the attorneys deem advisable. However, Hartley O'Brien Parsons Thompson & Hill will at all times remain responsible to the client for the claim covered by this agreement.

11. APPEALS

The attorneys are not required by this agreement to appeal any *adverse* trial court ruling or jury verdict in the case, although they may do so if they believe an appeal is economically feasible and in the client's best interest. The attorneys are required to defend against any appeal taken by a defendant in the case, unless there is no reasonable chance that doing so will benefit the client.

12. BINDING ON HEIRS, ETC.

The client agrees to bind the client's heirs, personal legal representatives, and assigns to this agreement.

13. ASSIGNMENT PROHIBITED

The client is not permitted to assign any or all of the client's rights under this agreement without written consent to do so from the attorneys.

14. GOVERNING LAW

Any dispute arising with respect to this contract will be governed by the law of the State of _____.

15. SUBROGATION CLAIMS

The attorneys are authorized to pay any legally enforceable subrogation claim from the client's share of the proceeds of any settlement or verdict.

16. SETTLEMENT AUTHORIZATION

The attorneys are authorized, and they agree, to make all reasonable efforts to resolve the client's claim by reaching a compromise settlement acceptable to the client.

17. PARTIAL SETTLEMENT

If a partial settlement is made, a reasonable portion of the client's share of the settlement proceeds can, at the option of the attorneys, be placed into an expense reserve for the purpose of paying the anticipated additional expenses required to conclude the client's claim.

18. OPPORTUNITY TO READ AND UNDERSTAND

The client has had time to read this agreement carefully, to study it, and to ask the attorneys questions about it before signing it. The client has also received a STATEMENT OF CLIENT'S CONTINGENT FEE RIGHTS and a STATEMENT OF CONTINGENT FEE EXPENSES from the attorneys.

Signatures:

for Hartley O'Brien Parsons Thompson & Hill

Client