**Fee Agreement and Authority to Represent (Contingency Fee)**

(In accordance with amended Rule 1.5 (c) of the Louisiana Rules of Professional Conduct, effective date April 1, 2006)

I, , the undersigned client (hereinafter referred to as “I,” “me” or the “Client”), do hereby retain and employ and his/her law firm (hereinafter referred to as “Attorney”), as my Attorney to represent me in connection with the following matter:

This claim is not in litigation yet; and I specifically authorize Attorney to undertake negotiations and/or file suit or institute legal proceedings necessary on my behalf. As used herein, the term “suit” includes, where applicable, the institution of proceedings to impanel a medical review panel and/or certified public accountant review panel. I further authorize Attorney to retain and employ, at my expense, the services of any experts, including physicians and doctors, as well as the services of other outside contractors, as Attorney deems necessary or expedient in representing my interests. I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the combined fee of Attorney and all other attorneys shall be limited as set forth herein below.

1. **ATTORNEY’S FEES.** As compensation for legal services, I agree to pay my Attorney as follows:

# Contingency Fee

Attorney shall receive the following percentage of the amount recovered and before the deduction of costs

and expenses as set forth in Section 2 herein:

% in the event of settlement before the suit is filed;

% in the event the suit is filed and the matter settles before a trial on the merits;

% in the event of settlement after the start of a trial on the merits;

% in the event a judgment is rendered at a trial on the merits and no appeals are filed by any

party;

% in the event an appeal is filed by any party after conclusion of a trial on the merits.

It is understood and agreed that this employment is upon a contingency fee basis; and, if no recovery is made, I will not be indebted to my Attorney for any sum whatsoever as Attorney’s fees. (However, I agree to pay all costs and expenses as set forth in Section 2 herein, regardless of whether there is any recovery in this matter. In the event of recovery, costs and expenses shall be paid out of my share of the recovery.)

1. COSTS AND EXPENSES. In addition to paying Attorney’s fees, I agree to pay all costs and expenses in connection with Attorney’s handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree to promptly reimburse Attorney. If an advance deposit is being held by Attorney, I agree to promptly reimburse Attorney for any amount in excess of what is being held in

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advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges ($ . per page), mileage (not to exceed the IRS acceptable rate), and outside courier service charges.

**Advance deposit required** Yes No

I agree to advance $ for costs and expenses, which amount shall be deposited in Attorney’s client trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney’s request. If I fail to replenish the advance within ten (10) days of Attorney’s request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney. Client understands4 and agrees5 that neighter attorney nor client shall receive any interest from these funds

1. **NO GUARANTEE.** I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney’s professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney’s continued representation would result in a violation of the Rules of Professional Conduct, or at any other time if otherwise permitted under the Rules of Professional Conduct.
2. **STATUTORY LIMITS ON ATTORNEY’S FEES.** In the event of recovery under the provisions of the Longshore and Harbor Workers’ Compensation Act, or under Louisiana Workman’s Compensation laws, or under any other laws which specify attorney’s fees to be paid, then Attorney’s fees under this agreement shall be paid in accordance with the maximum allowed by law but no more than the amount specified herein.
3. **PRIVILEGE.** I agree and understand that this contract is intended to and does hereby assign, transfer, set over and deliver unto Attorney as his fee for representation of me in this matter an interest in the claim(s), the proceeds or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions of Louisiana Revised Statute § 37:218, and that Attorney shall have the privilege afforded by Louisiana Revised Statute § 9:5001.

[Optional]

[6. **ALTERNATIVE FEE DISPUTE RESOLUTION**. In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program I understand that, by agreeing to submit to binding arbitration, I am:

* + Waiving my right to a trial by jury;
  + Waiving my right to appeal the decision;
  + Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected

pursuant to this agreement will be submitted to binding arbitration;

* + Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal

Rules of Civil Procedure;

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* Acknowledging that I have had the opportunity to speak with independent legal counsel of my

choice before signing this agreement;

* Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his,

her, or their negligence or fraud; and

* Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate

authorities against the attorney(s) engaged hereunder.]

# NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

**I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.**

Client’s Initials Attorney’s Initials

1. **ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms:
2. **LOUISIANA LAW.** This contract shall be governed by Louisiana law.
3. **TERMINATION OF REPRESENTATION.** I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.
4. **FILE RETENTION.** Our office will offer to deliver/surrender your file to you at the conclusion of this

matter, or sooner, if representation is terminated. If you choose not to take your file at that time, then our office will maintain your file for a maximum of 5 years after termination of representation in this matter, after which your file may be destroyed without further notice.

1. **ENTIRE AGREEMENT.** I have read this agreement in its entirety, a copy of which I have received, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

# This agreement is executed by me, the undersigned Client, on this day of , 20 .

**CLIENT**

**The foregoing agreement is hereby accepted on this day of , 20 .**

# ATTORNEY

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