

EMPLOYMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that <I/we>, _____, the undersigned, hereinafter referred to as “Client,” do hereby retain and employ <firm or attorney name>, attorney(s) at law, hereinafter “Attorneys”, as my/our true and lawful attorneys in prosecuting and handling my/our claim or claims for damages against <party opponent(s)> and any and all persons, business entities, or other insurance companies or corporations who may be liable at law as a result of an injury (or death) or claim which occurred on or about <date>, with exclusive right to prosecute; file suit; settle; adjust; or compromise the said claim or claims; to execute all documents pertaining thereto; to execute my/our name to such documents as they deem necessary; and to do all lawful things requisite for handling, prosecuting or resolving my/our claim or claims.

Client agrees that in consideration of the rendering of such services that Attorneys shall be entitled to receive a fee equal to <thirty-three and one-third percent (33 1/3%)> of the total amount of all sums recovered, which includes money and/or the cost or present/fair market value of anything or any contract or right recovered or realized as part of the settlement, adjustment, compromise or verdict obtained on said claim or claims, plus reimbursement of all cost advances made by Attorneys. In the event that a lawsuit is filed, then Client agrees that in consideration of the rendering of such services that Attorneys shall be entitled to a fee equal to <forty percent (40%)> of the total amount of all sums recovered, which includes money and/or the cost or present/fair market value of anything or any contract or right recovered or realized as part of the settlement, adjustment, compromise or verdict obtained on said claim or claims, plus reimbursement of all cost advances made by Attorneys.

In the event of an appeal to any Appellate Court by the opposing side or by my/our

attorneys, Client agrees that Attorneys shall be entitled to a fee equal to <forty-five percent (45%)> of any gross recovery made on Client's behalf as their additional fee for handling such appeal, plus reimbursement of all cost advances made by them in the prosecution of Client's claim or claims.

Client authorizes Attorneys to expend, advance, or incur all costs and expenses reasonably necessary in the prosecution of client's claim, including costs and expenses for investigators, expert witnesses, other attorneys, research services, internet access and usage, data reporting services, depositions, court costs, medical records, pictures, exhibits, travel, preparation of transcripts for appeal, printing or binding of briefs, copying costs, telephone charges, fax charges, legal research charges, subpoenas, etc. Client agrees that all such costs and expenses shall be reimbursed to Attorneys by Client.

Client agrees that Attorneys, in their sole discretion, may associate other attorneys to assist Attorneys in prosecuting Client's claim or to be co-counsel in pursuing Client's claim. Client agrees to fully cooperate with and assist these attorneys in prosecuting such claim.

Attorneys agree to charge nothing for their professional services rendered in the prosecuting of this claim if there are no sums recovered.

Client agrees that Attorneys may withdraw from representation of Client in this claim at any time, on reasonable notice to Client.

If Client discharges Attorneys, then Client agrees to pay to Attorneys their full attorney's fee plus reimbursement of all costs and expenses where such settlement or recovery is made without the assistance of substitute counsel. If Client discharges attorneys and obtains a recovery with the assistance of substitute counsel or if Attorneys withdraw from representing Client at any time, then Client agrees to pay Attorneys <thirty-five percent (35%)> of the total amount of all sums recovered, which includes money and/or the cost or present/fair market value

of anything or any contract or right recovered or realized as part of the settlement, adjustment, compromise or verdict obtained on said claim or claims plus reimbursement of all expenses and costs incurred by Attorneys.

Client agrees that Attorneys shall not be required to submit or provide an itemization of the time expended in Client's behalf in order to be entitled to the above stated attorney's fee. Client agrees that Attorneys shall have a lien against any settlement funds or money received from any judgment for attorney's fee, costs and expenses.

The fee due to said attorneys is to be determined by multiplying the appropriate percentage, as agreed to above, by the gross recovery. After the fee is calculated and the fee is subtracted from the gross recovery, the cost advances incurred by Attorneys are then deducted first and then any subrogated interest, liens, protected charges, Workmen's Compensation or insurance liens are then to be deducted from the amount which remains.

If Attorneys must enforce any aspect of this contract in order to collect or obtain attorney's fees, costs or expenses, and, if Attorneys are successful either wholly or in part in enforcement or collection, then Client agrees to pay to Attorneys a reasonable attorney's fee and expenses incurred as a result of or in connection with such enforcement and Client further agrees that such attorney's fee and expenses shall be in addition to or over and above any such amount owed to Attorneys for attorney's fees and reimbursement of costs and expenses agreed to above.

If your case is referred to <law firm or attorney> by another attorney, that referring attorney or law firm may be given a portion of the fee charged by Attorneys. This will not increase the overall attorney's fee agreed to above.

In case any term or provision of this Employment Contract shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor the validity of any other term or provision of this Employment Contract, shall in

any way be affected thereby, and in such event, this Employment Contract shall be deemed to be modified so as to be construed and in force to affect the terms thereof to the fullest extent possible.

(Include if applicable)

I have been advised that, in accordance with <state> Rule of Professional Conduct, my Attorneys will place any short term or nominal client funds of mine in an Interest On Lawyers Trust Account ('IOLTA'), the interest of which is paid to the _____, which assists designated charities in _____.

I, the undersigned Client, do hereby acknowledge that I have read the Employment Contract, or have had it read to me, and I fully understand and agree to each and every term, provision and condition contained in it.

In witness whereof, I have signed it with my hand and seal on <date>.

| | | |
|---------|------------------------|------|
| _____ | _____ | SEAL |
| Witness | Client | |
| | _____ | |
| | Address | |
| | _____ | |
| | _____ | |
| | Telephone number | |
| | _____ | |
| | Social Security number | |

| | | |
|---------|------------------|------|
| _____ | _____ | SEAL |
| Witness | Client | |
| | _____ | |
| | Address | |
| | _____ | |
| | _____ | |
| | Telephone number | |
| | _____ | |

Social Security number