

BRYON MIDDLEBROOK, P.C.

LAWYER, NEGOTIATOR & PEACEMAKER

308 North Agassiz Street • Flagstaff, Arizona 86001-4605 • (928) 774-1433 • Fax (928) 774-1265

CONTINGENT FEE CONTRACT

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO: _____

DESCRIBE CASE: _____

DATE OF INJURY: _____

BASIC AGREEMENT:

You agree to pay BRYON MIDDLEBROOK, P.C., to pursue all claims for your injuries and damages sustained on or about the _____ day of _____, 20__.

Attorney Fees:

You will pay BRYON MIDDLEBROOK, P.C., for attorney services rendered:

33-1/3% if no litigation: thirty-three and one-third percent (33-1/3%) of the total sum received if your claim is resolved prior to formal litigation; or
40% if litigation: forty percent (40%) if a complaint is filed, or an arbitration or other alternative dispute resolution forum resolves the claim/suit; or
50% if appeal: fifty percent (50%) if an appeal or special action is at any time necessary to resolve your claim/suit.

If you receive an award for attorney fees as part of the total sum received, then this attorney fee award will be additional to the above fees.

If any portion of the total sum collected is to be paid in the future, pursuant to a structured settlement or otherwise, the present value of the structured settlement or future payments will be used to compute the attorney's fees.

If no money is collected for you no attorney fees will be paid.

Accurate Information Necessary:

For BRYON MIDDLEBROOK, P.C. to represent you, you agree to give BRYON MIDDLEBROOK, P.C., accurate and complete information concerning every aspects of your case, including liability, injuries suffered, any prior injuries, and any significant changes about your claim/suit.

You Will Not Settle Without Attorney's Approval:

You agree to allow BRYON MIDDLEBROOK, P.C. to negotiate, settle and otherwise handle all aspects of your case as BRYON MIDDLEBROOK, P.C. believes is in your best interest. You agree not to settle your case without BRYON MIDDLEBROOK, P.C.'s consent, and BRYON MIDDLEBROOK, P.C. agrees not to settle your case without your consent.

Costs:

You agree in addition to attorney fees to repay all costs and expenses reasonably incurred by BRYON MIDDLEBROOK, P.C. in connection with your claim/suit.

Attorney fees are calculated before costs are deducted from the total amount received.

Costs may be advanced by BRYON MIDDLEBROOK, P.C. **Costs are not attorney fees. You will remain responsible for all costs regardless of how your case is resolved.**

Costs do include such expenses as court filing fees, deposition costs, subpoenas fees, witness fees, lawyer's travel expenses, copying costs, computerized legal research, paralegal and staff time, expert witness fees and investigator fees. Other costs maybe incurred. You will be billed by BRYON MIDDLEBROOK, P.C. for costs incurred, including those as set forth in the attached Exhibit A.

Liens by Medical Care Providers or Other Creditors:

BRYON MIDDLEBROOK, P.C. will honor your healthcare provider's lien, consistent with Arizona law. Thus, monies may be withheld by BRYON MIDDLEBROOK, P.C. before you receive any monies, to honor a healthcare provider's lien. Client consents for BRYON MIDDLEBROOK, P.C. to honor and resolve any lien that may arise from your treatment, care or insurance benefits. Regardless of how your case is resolved, any unpaid medical expenses must be paid by you, and these expenses will remain your responsibility to pay.

Discharge:

If you discharge BRYON MIDDLEBROOK, P.C., for any reason, you nevertheless agree to pay BRYON MIDDLEBROOK, P.C. for the value of services rendered and costs incurred.

Lien Granted:

By signing this contract, you hereby grant BRYON MIDDLEBROOK, P.C. a lien on any settlement,

claim, judgment or verdict arising from any matter BRYON MIDDLEBROOK, P.C. provided you representation. You further authorize your attorney, insurance carrier or whomever to pay directly to BRYON MIDDLEBROOK, P.C. from your settlement, claim, judgment or verdict as is necessary to pay BRYON MIDDLEBROOK, P.C. for services rendered and/or costs incurred. The value of BRYON MIDDLEBROOK, P.C.'s services rendered will be calculated to prevent anyone from being unjustly enriched.

Attorney Withdrawal:

BRYON MIDDLEBROOK, P.C. may withdraw its representation at any time by giving you written notice of its intent to withdraw.

Discharging Attorney:

If you discharge BRYON MIDDLEBROOK, P.C. for any reason, you agree to pay BRYON MIDDLEBROOK, P.C. for the value of the services rendered and costs incurred. But you may discharge BRYON MIDDLEBROOK, P.C. at any time, and you may be entitled to a refund from your retainer, depending on the value of services rendered.

The value of services rendered will be determined, in part, on the following factors: attorney, paralegal and staff time; costs incurred; the responsibility imposed on BRYON MIDDLEBROOK, P.C.; the novelty and difficulty of the questions involved; the skill required to perform the services properly; the acceptance of your case by BRYON MIDDLEBROOK, P.C., and BRYON MIDDLEBROOK, P.C., foregoing other matters of interest; other cases or employment BRYON MIDDLEBROOK, P.C. could have accepted but did not because of your case; the fee customarily charged for similar services; and the amount and importance of the controversy, costs incurred and the results obtained.

DOCUMENT RETENTION:

At the end of our engagement, we will turn over the hard copy or electronic version of the file to you. We maintain records electronically and by use of digital images and do not retain paper copies of documents, unless required by rule or statute. You may obtain paper copies of documents in your file upon request to us, with reasonable notice. By signing this fee agreement, you consent to us maintaining your file electronically.

ARBITRATION OF FEE DISPUTES:

If a dispute arises between us and you regarding our fees, the parties agree to resolve that dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602.340.7379.

NO ADVICE REGARDING THIS FEE AGREEMENT:

We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend that you consult with independent counsel of your choice.

Electronic Communications

We communicate from time to time with our clients via facsimile, mobile telephone, and e-mail. No form of communication is completely secure and these forms of communication have some risk of improper interception even though we maintain reasonable security measures to assure the confidentiality of your information. We retain many file documents in electronic format only and these may be stored on a separate third party server. Accordingly, unless you instruct us that you prefer to receive only a paper copy in the mail and do not wish to communicate by e-mail, we will send you each document that is relevant to your case by e-mail as a scanned document in "pdf" or "tif" format. You are responsible for providing us with an e-mail address that you want us to use for correspondence related to the representation. You should check that e-mail address regularly. We will assume that third parties (e.g., employers or family members) do not have access to that e-mail address so you can receive confidential correspondence from us at that address. We also will assume that you are receiving and reviewing our e-mails at that address unless you alert us to an issue. Please be certain that your e-mail filters do not block e-mails from our office and that the allowable size of incoming e-mails is sufficient to accept e-mails from us with attachments.

NO GUARANTEES HAVE BEEN MADE AS TO WHAT AMOUNTS, IF ANY, YOU MAY BE ENTITLED TO RECOVER IN THIS CASE OR THE FINAL OUTCOME IN THIS CASE.

Binding Arbitration Required:

You and BRYON MIDDLEBROOK, P.C. agree to submit any dispute you have to binding arbitration, pursuant to the rules of the American Arbitration Association, or the rules of the State Bar of Arizona, whichever may prove applicable. This arbitration will be final, and non-appealable. You and BRYON MIDDLEBROOK, P.C. waive any right to a jury or judge resolving any dispute between you. You may have separate counsel review this provision, before signing this contract. Your failure to obtain an independent legal review of this contract waives your right to contest this provision.

Others Bound:

This agreement shall bind the parties hereto, their heirs, successors, or assigns.

Complete Agreement:

This agreement constitutes the entire and complete agreement between the parties.

Lawsuits Unpredictable:

Lawsuits are unpredictable and BRYON MIDDLEBROOK, P.C. has not guaranteed any outcome in this case.

Having read and understood the foregoing, you and BRYON MIDDLEBROOK, P.C. agree to be bound by this Agreement as shown by placing their signatures below.

DATE CLIENT

DATE CLIENT

Accepted by:

DATE ATTORNEY

EXAMPLE—DISTRIBUTION OF SUM RECEIVED:

Gross Settlement (after suit filed)	\$100,000
- Firm's Fees (before costs deducted)	\$ 40,000
- Client Costs	\$ 5,000
- Unpaid Medical Expenses (liens)	\$ 5,000
= Net Proceeds to Client	\$ 50,000

Exhibit A–Cost and Expense Schedule

Postage and Copies:	actual costs
Mileage	\$.50 per mile
Overnight Mail	\$ 20.00 minimum, or actual costs whichever is greater
Computer Research	\$50.00perhour+attorney time
Court Filing & Services Fees	actual costs
Court Reporter Fees	actual costs
Expert witness fees	actual costs, and are due <u>before</u> expert retained
Minimum set-up fee	\$250.00 (To obtain office supplies, and set up file)

FOR INFORMATIONAL PURPOSES ONLY