

ATTORNEY-CLIENT CONTINGENCY FEE AGREEMENT

This Agreement is made and entered into this day by the undersigned (“Client”) and Peterson | Wampold | Rosato | Luna | Knopp (“Attorneys”) for the purpose of governing their attorney-client relationship.

1. Scope of Representation. Client retains Attorneys for the purpose of handling Client’s (e.g. personal injury, malpractice, construction injury) claim arising from _____ (e.g. accident) which took place on _____ (“the Matter”). This representation involves the investigation, preparation, and negotiation of the Matter, along with the commencement of legal proceedings in court or arbitration, and the trial or hearing in arbitration, as well as any appeal thereof. Whether and to what extent Attorneys will represent client with respect to claims for reimbursement by third parties is addressed in paragraph 4 below. Attorneys are not required to perform any legal services outside the scope of representation set forth in this Agreement unless agreed to in writing by Attorneys.

2. Attorney Fees. Client agrees that Attorneys are entitled to compensation as attorney fees as is set forth below:

A. Percentage Attorney Fees. (Insert percentage agreed to) of all sums recovered from any source for Client and shall be calculated on the (Insert gross/net) recovery (before/after) deduction of litigation costs. In the event no recovery is made, Client shall owe Attorneys nothing for services. If recovery is made on an annuity or periodic payment basis, the attorney fee shall be computed by applying the percentage to the actual cost of the annuity. Attorney fees shall be deducted from the initial cash payment of any settlement or judgment.

B. Hourly Option. Client has been informed of the alternative method of hiring Attorneys on an hourly fee basis of \$_____ per hour, and has specifically elected the contingency fee set forth above instead.

C. Definition of Litigation Costs. Litigation costs are those costs expended by Attorneys to prosecute the Matter, including but not limited to, expert witness fees, deposition fees and the cost of obtaining medical records. Litigation costs specifically do not include any costs directly incurred by Client, client medical expenses, unpaid medical bills, or any right of reimbursement by insurance companies or other third parties.

3. Responsibility for Litigation Costs.

Attorneys agree to advance such litigation costs as they deem reasonable and necessary to prosecute the Matter solely as agent for Client. Client agrees to pay litigation costs so advanced by Attorneys, in addition to Attorney fees, if any, due under this agreement. Client shall receive a monthly statement of litigation costs. In the event that no recovery is made, Client shall owe Attorneys nothing for services; however, Client shall still owe attorneys for all litigation costs advanced in prosecuting the Matter.

4. Addressing Claims of Third Parties. Client acknowledges that Client may have to reimburse claims of third parties. In the event Attorneys are unsuccessful in negotiating to Client’s

satisfaction a reduction of any amount owed by Client to a third party by way of a claim for reimbursement, and if Client wishes to further litigate such amounts claimed to be owed, then Attorneys, at their sole option, shall have the right to withdraw from representation of Client and are entitled to their contingent fee. In the event Attorneys elect not to withdraw from representation of Client, then Attorneys shall be compensated for services to be rendered in such litigation on the fee basis set forth in subparagraphs or 4.A. or 4.B. below, as Attorneys and Client shall agree:

A. Represent Client in such litigation on the same contingency fee basis as is set forth above;

B. Represent Client in such litigation on an hourly basis at the rate of \$_____ per hour;

5. Right to Court Review. Client has been advised that under Washington law, that he/she has a right to request the court review the reasonableness of Attorneys' fees upon completion of the case.

6. No Promises. Client acknowledges that Attorneys have made no promises or guarantees regarding the outcome of the Matter. Client understands and agrees that should a trial be required, Attorneys have sole discretion to determine which member or members of the law firm will act as trial counsel.

7. Withdrawal or Discharge of Attorneys. Both Client and Attorneys have the right to end the Attorney/Client relationship at any time, for any reason, on reasonable notice to the other. If the relationship is ended by Client, Attorneys shall be entitled to a fee as well as reimbursement of the litigation costs advanced by Attorneys. If Attorneys' legal services for Client have been substantially performed as defined under Washington law at the time of termination by Client, Attorneys shall be entitled to the contingency fee set out in this agreement as well as reimbursement of the litigation costs advanced by Attorneys. If Attorneys' legal services have not been substantially performed at the time of termination by Client, Attorneys shall be entitled to a reasonable fee for services rendered up to the time of discharge, which reasonable fee shall not be less than an hourly fee determined by multiplying the number of hours worked by attorneys times their currently hourly rates then in effect, as well as reimbursement of the litigation costs advanced by Attorneys. If the relationship is ended by Attorneys, Attorneys shall be entitled to a reasonable fee and to reimbursement of the litigation costs advanced by Attorneys, but only if the Client recovers money on the claims referred to in this Agreement. It is agreed that no settlement shall be made by Client in such a way as to exclude Attorneys from their contingent fee. No settlement shall be made without the Client's consent.

8. Dispute Jurisdiction and Venue. The parties agree that jurisdiction and venue for any dispute arising out of this Agreement shall be in the Superior Court for King County, State of Washington.

9. Breach of Agreement. In the event of a breach of this Agreement, the non-defaulting party shall be entitled to its reasonable attorney fees and costs incurred in enforcing this Agreement, whether by suit or otherwise.

10. Payment/Disbursement.

A. Clearance through Trust Account. Client agrees that all sums received by Attorneys on account of the Matter shall be deposited to Attorneys' client trust account. Client agrees to promptly furnish all necessary signatures and endorsements.

B. Disbursement Accounting. Attorneys shall furnish to Client before disbursement, an accounting setting forth all sums received into the trust account and the proposed disbursement of all funds from the trust account. No funds shall be disbursed without Client's prior written approval of the disbursements. Client's share shall be clearly denominated at the bottom of this accounting.

C. Disbursements. Client authorizes Attorneys to pay themselves the agreed-upon fee and to reimburse themselves for all litigation costs advanced, according to the disbursement statement. Client authorizes Attorneys to pay all reimbursement claims owed by Client.

11. Taxes, Probate, Guardianship and Trust. Client acknowledges that Attorneys will not provide any tax advice, investment advice, or perform any required probate, guardianship, or trust services. Attorneys will assist Client in obtaining professional services for the appointment of a personal representative, guardian, or trustee, as needed to establish any probate, guardianship, and/or trust if that is necessary as part of the Client's case, but any costs or fees for those services will be paid directly by Client and are not a litigation cost.

12. Entire Agreement. This Agreement is the entire agreement between Attorneys and Client, and it supersedes all prior agreements whether written or oral.

CLIENT ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, THAT ATTORNEYS HAVE DISCUSSED THE AGREEMENT'S TERMS AND THAT ATTORNEYS HAVE ANSWERED ALL QUESTIONS THAT CLIENT MAY HAVE HAD. CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THERE ARE NO OTHER AGREEMENTS BETWEEN THE PARTIES.

DATED this _____ day of _____, 2013.

Client
PETERSON | WAMPOLD
ROSATO | LUNA | KNOPP

By: _____

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