

IV.-B. CONTINGENT FEE AGREEMENT

The undersigned, _____, (hereinafter known as Client) requests the legal services of _____ (hereinafter known as Attorney) for representation to assert a claim for damages against _____ arising out of an occurrence on or about _____ in which Client was injured or claims to have sustained injury and damage.

Attorney shall perform all reasonable, necessary and usual services in matters of this kind including, but not limited to: investigation of facts, gathering of evidence, preparation of exhibits, interviewing witness(es), compiling records of expenses, and negotiations with the adversary's insurance carrier or other representative.

If a settlement is not effected which is satisfactory to the Client, Attorney agrees to (specify: initiate alternative dispute resolution proceedings, arbitration, or bring an action against _____ to attain the benefits provided by judicial oversight of the claim.

In connection with this, Attorney will file all necessary court papers, attend pretrial conferences and status conferences, prepare appropriate interrogatories, requests for admissions and requests for production of documents, attend and take appropriate depositions, and continue settlement negotiations. If a settlement satisfactory to Client cannot be attained, Attorney agrees to try the case in the trial court unless permitted to withdraw pursuant to DR 2-110(C) of the Code of Professional Responsibility.

If a judgment in favor of Client is obtained in the trial court and the adversary appeals, Attorney shall provide all appropriate services in resistance to the appeal, including review of the trial court's record, preparation of appropriate briefs, and oral argument in the reviewing courts.

If the trial of the case should result in a judgment that is adverse to Client, Attorney shall not be obligated to appeal. Attorney shall advise Client of the opinion concerning the advisability of appeal and may undertake to provide services as appellate counsel under a new, separate and distinct **FEE AGREEMENT**.

The fee of Attorney shall be contingent upon the result obtained. There shall be no legal obligation by Client to pay Attorney any fee if nothing is recovered from the adversary or from the Client's insurer in an underinsured or uninsured situation.

However, Client is responsible for all expenses incurred in the prosecution of the claim. Client gives permission to Attorney to advance the payment of costs and expenses, but Client acknowledges the Client remains responsible for payment of said costs and expenses and agrees to reimburse Attorney for any such costs and expense for which Attorney advances payment. Client may reimburse Attorney as costs and expenses are incurred or, if Client reimburses Attorney upon settlement, Client agrees that such costs and expenses shall be paid out of Client's portion of the settlement proceeds.

The legal fee of Attorney shall be _____ percent of the gross amount recovered, if settlement is achieved without the necessity of filing suit; _____ percent of the gross settlement or judgment if it is necessary to file suit; and _____ percent of the ultimate gross settlement or judgment following the trial and any appeal undertaken by the adversary.

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In the event of discharge by Client and in the event Client subsequently recovers money or other property as a result of this action, Client shall be indebted to Attorney for legal fees based upon the value in (name of city, Ohio) of legal services rendered and for any costs and expenses advanced by Attorney.

Attorney reserves the right to withdraw from representation if Client fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render continuing representation unlawful or unethical. Client should be aware of an ethical requirement imposed on all Ohio attorneys that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or court, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court.

Date: _____ Client: _____

Date: _____ Attorney: _____

Date: _____ Witness: _____

