

LAW OFFICE OF ROBERT MANSOUR

CONTINGENCY FEE AGREEMENT FOR PERSONAL INJURY CASES

THIS IS AN AGREEMENT between:

hereafter referred to as "Client(s)," and the Law Office of Robert Mansour, hereafter referred to as "Attorney." *If two or more clients are signing this agreement, they all acknowledge that references to the singular "Client" in this agreement also refers to the plural and therefore applies to each Client who signs this agreement.*

1. Matter Covered: Client retains Attorney to represent Client in connection with a claim for personal injury arising out of an accident that occurred on _____.

2. Services to be Performed by Attorney: Attorney agrees to perform the legal services reasonably required to handle Client's personal injury claim, all the way up to judgment in a court if necessary; and if the judgment is in Client's favor, to oppose any motion for new trial. Attorney's service therefore covers all facets of the case before filing a lawsuit, and, if necessary, after filing a lawsuit. This includes handling the case during mediation or arbitration (two common alternatives to trial).

The Attorney will not file a lawsuit without consultation with the Client. No other services are covered by this Agreement. Thus, if the judgment is unsatisfactory to Client, Attorney shall not be obligated to render services in connection with a motion for new trial; nor shall Attorney be obligated to render services on appeal or in proceedings to enforce the judgment.

Although Attorney does not currently anticipate the need to bring in additional assistance on this matter, Client consents Attorney may associate and employ other attorneys to assist in representing Client, at Attorney's own expense. As such, if another attorney is associated, Attorney may divide the Attorney's fees. Client is informed that, under the Rules of Professional Conduct of the State Bar of California, such a division may be made only with the Client's written consent after a full disclosure to the Client in writing that a division of fees will be made and of the terms of such division. Client hereby expressly consents to the division, if any.

3. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or amounts recoverable in connection with Client's case. While Attorney may have given the Client some opinions and ideas about the case, Client understands there is no way to guarantee an outcome when it comes to personal injury cases, and results vary greatly depending on the case, the insurance adjuster assigned, injuries, damages, and other factors often beyond anyone's control. Attorney will consult with Client before settling this matter and will only do so with Client's permission. Client understands that soft tissue (sprain/strain) cases are typically offered less money from insurance companies.

4. Litigation Costs and Expenses: Though not required to do so, Attorney may advance all "costs" in connection with Attorney's representation of Client under this agreement. In most cases, there are no significant costs *before* filing a lawsuit. However, if costs are incurred, Attorney will be reimbursed out of the recovery, after attorneys fees are calculated. If there is no

recovery, Attorney will bear the loss. Costs include, but are not limited to, court filing fees, deposition costs, consultant and expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees. Attorney is not responsible in most cases for any medical expenses incurred by Client. Those fees may be on a lien which Client is ultimately responsible for paying. Any significant costs incurred by Attorney will be incurred after consultation with the Client since the costs are ultimately deducted from the recovery. In many cases, the Attorney and the Client may agree that incurring the cost is unnecessary or otherwise unwise. For example, assuming a Client might recover another \$10,000 on his/her case, it typically doesn't make sense to spend nearly that much or more in an effort to recover the additional \$10,000. Also, in some cases, proceeding with the case may be financial irresponsible if the chances of winning are low. Therefore, Attorney will confer with Client in most cases when it comes to costs.

5. Contingency Fee to Attorney: Client agrees to pay to Attorney a fee of thirty three and one-third percent (33 1/3%) of any recovery. However, if the case settles at Mediation, Arbitration, or Trial, Client agrees to pay to Attorney a fee of forty percent (40%) of any recovery. Client agrees that the contingency fee is to be based on the total amount of the settlement prior to costs and expenses being deducted. Client agrees that liens will be deducted from the amount of the settlement after the contingency fee and costs and expenses have been deducted. Attorney will not pay medical bills, other than liens, out of the settlement unless instructed by client in writing. Such unpaid medical bills will be Client's sole responsibility and client will not hold Attorney responsible for payment of said medical bills.

6. Attorney's Lien: Client hereby grants Attorney a lien on Client's claim, any cause of action filed therein, any judgment obtained on the claim and any and all proceeds of any recovery obtained to secure payment to Attorney of all sums due under this Agreement for services rendered and costs advanced.

7. Withdrawal: The attorney/client relationship is like any other relationship. Sometimes it works well for both attorney and client, and sometimes it doesn't. Client agrees that either party to this agreement may withdraw from this attorney/client relationship at any time by giving written notice to the other. In any event, Client will be obligated to pay Attorney out of the recovery reasonable attorney's fees for all services provided up to that point and to reimburse Attorney out of the recovery for all costs advanced. As such, Attorney may put a "lien" on Client's case. In the event of withdrawal, the attorney will arrange for the client to pick up his/her file from the attorney's office within 5 business days after the withdrawal. Upon picking up the file, Client will sign an acknowledgement to confirm receipt.

8. Arbitration of Fee Dispute: If a dispute arises between Attorney and Client regarding this agreement, all parties agree to submit the dispute to binding arbitration, utilizing a mutually agreeable arbitrator. The prevailing party at the arbitration will be awarded reasonable attorney's fees and costs incurred.

9. Further Agreements: Client agrees to cooperate with attorney during all phases of this matter. Client agrees to return calls and provide information when necessary. Client will keep attorney informed of any address and/or phone number change. If Client cannot be found after 6

months, attorney is hereby given permission to settle the case on behalf of the Client. Client also gives attorney permission (power of attorney) to sign settlement documents and settlement checks when necessary on client's behalf.

10. Client Acknowledgment: Client acknowledges having read all of the terms and conditions set forth in this Agreement and that he/she fully understands and agrees to same.

X DATED: _____

X CLIENT'S SIGNATURE: _____

X CLIENT'S PRINTED NAME: _____

X CLIENT'S SIGNATURE: _____

X CLIENT'S PRINTED NAME: _____

X CLIENT'S SIGNATURE: _____

X CLIENT'S PRINTED NAME: _____

ATTORNEY'S SIGNATURE: _____

- If you are signing on behalf of a minor, please sign as "Your Name, guardian for Child's Name" – Then print what you signed where it say "CLIENT'S PRINTED NAME."

Your best mailing address:

Your best phone number(s):

Do you have an email account you check regularly?

Your birthdate: _____