



P.O. Box 12305, Pensacola, Florida 32591  
Phone (850) 444-9299  
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## **ATTORNEY'S CONTINGENCY FEE CONTRACT**

The undersigned hereby employs Zarzaur Law, P.A. to act as his or her attorney in connection with all claims arising from **MOTOR VEHICLE ACCIDENT IN SANTA ROSA COUNTY, FLORIDA**. I/We understand that this is a contingency fee contract, that is, if there is no recovery then there will be no attorney's fee. However, I/we realize that the firm will advance certain "out-of-pocket" expenses for the investigation, medical records, expert fees, court fees, and similar matters. I/We understand and agree that these expenses will be repaid by me/us at the conclusion of the case from the recovery and, if no recovery is made no costs will be due. Additionally, I/we understand that I/we will pay interest on outstanding costs paid by the firm at the rate of one percent (1%) per month.

### **CONTINGENT FEE**

This employment is upon a contingent fee basis and unless a recovery is made there will be no obligation by the client to pay attorneys' fees to the firm.

I/We understand that the attorney's fee is:

(A) Thirty-three and one-third percent (33-1/3%) of any gross recovery (up to \$1,000,000.00) up until the filing of a complaint and the receipt of an answer or up until the demand for arbitration.

(1) Forty percent (40%) of any gross recovery (up to \$1,000,000.00) after an answer is filed through the trial or arbitration of the case; plus

(2) Thirty percent (30%) of any gross recovery between \$1,000,000.00 and \$2,000,000.00; and

(3) Twenty percent (20%) of any gross recovery in excess of \$2,000,000.00

Or

If a defendant admits liability at the time of filing an answer and requests a trial on damages only, then

(1) Thirty-three and one-third percent (33 1/3%) of any gross recovery up to \$1,000,000.00 from that defendant through trial; plus

(2) Twenty percent (20%) of any gross recovery from that defendant between \$1,000,000.00 and \$2,000,000.00; and

(3) Fifteen percent (15%) of any gross recovery in excess of \$2,000,000.00

(B) In the event of an appeal of any proceedings necessary to collect any judgment or arbitration award, five percent (5%) in addition to the percentage stated above;

(C) Or, in the alternative, the Court awarded fee, if it is greater than the applicable percentage.

## **COSTS**

This employment is upon a contingent basis and unless a recovery is made there will be no obligation by the client to pay costs incurred by the firm. If a recovery is made, then the client will be responsible for all costs and expenses incurred in the handling of client's case. However, client's responsibility for paying all costs shall not exceed the gross recovery amount. Client will be responsible for paying the attorneys' fees noted above in addition to costs.

Costs shall include, but not limited to, cash and non cash expenditures for: (1) filing fees; (2) subpoenas; (3) court reporting services; (4) depositions; (5) witness fees; (6) in-house and outside investigation services; (7) expert witness fees; (8) medical records and reports; (9) Lexis/Nexis/Westlaw and other computer research and on-line service costs; (10) photographs; (11\*) in-house and outhouse photocopies; (12) facsimiles; (13) long-distance telephone calls; (14\*\*) postage, federal express, UPS, and other overnight service charges; (15) mediation fees; (16) travel costs, business class airfare, air charter, mileage, rental cars, lodging, meals, and related expenses; (17) in-house and outside trial exhibits; (18) in-house and outside multi-media services; (19) outside legal fees and costs for estate, guardianship, bankruptcy, and probate matters; and (20) all other costs necessary for performance of legal services.

\*If the case goes to trial, costs for in-house and outhouse photocopies will be charged a flat rate fee of \$0.25 per page. Otherwise, copy costs should be at a rate of \$10.00 per month for as long as the case is pending.

\*\*Postage will be charged at \$5.00 per month for as long as the case is pending. Any overnight or accelerated postage will be billed separately.

All costs advanced on behalf of clients, whether individually and/or common benefit, shall bear interest at the federal prime rate until such time as the costs are paid by the client.

Unless a recovery is made there will be no obligation by the client to pay costs or interest incurred by the firm.

### **ASSOCIATE COUNSEL**

We the clients approve the association of the firm of \_\_\_\_\_ and agree that the attorneys' fees set forth above will include fees due associate counsel, which fees shall be divided based upon the work performed by each participating firm. We will pay no more in fees with the inclusion of associate counsel than we would pay pursuant to this contract if Zarzaur Law solely represented us. However, we do agree to pay costs incurred by associate counsel on our behalf in the same manner and to the same extent we have agreed to pay Zarzaur Law's costs.

### **RECOVERY**

The clients expressly grant power to the attorneys to endorse and deposit into the attorneys' Trust Account any checks in the client's name, and authorizes the attorneys to deduct fees, costs, and expenses, and to pay all hospital and medical bills, and any Medicare, Medicaid, ERISA, Workers Compensation, or Insurance liens, from the client's share of the recovery. Any unpaid medical bills or liens shall remain the client's obligations.

### **RETENTION OF CLIENT FILE**

Clients understand that Zarzaur Law will only retain the client's file for a period of seven years after the case is completed. After the seven year period, the entire file will be discarded, and Zarzaur Law will not retain a copy of any portion of the file. Thus, it is each client's responsibility to seek the return of all original documents immediately after the case is completed, and to request a copy of any portions of the file the client wishes to retain. If the client waits more than seven years to request the file, then no portion of the file will be in existence at that time.

### **WITHDRAWAL OF ATTORNEYS**

The firm, or its agent, is authorized to investigate, prepare for, and litigate the above claim. I/We agree that the firm may withdraw from further representation if, in its discretion, it is determined that it is not feasible to proceed further. In the event of such a withdrawal, no attorney's fee will be due, over and above those costs and expenses mentioned above, for which I/we will remain personally responsible if a recovery is made by me/us or any other attorney on my/our behalf.

### **STATEMENT OF CLIENT'S RIGHTS**

Subject to the Statement of Client's Rights, the firm may not be discharged without good cause. However, if the firm is wrongfully discharged, the firm shall have a lien upon any eventual recovery to the extent and in the amount of its fee had the firm

concluded the litigation and procured the recovery.

The undersigned client(s) has, before signing this contract, received and read the Statement of Client's Rights, and understands each of the Rights set forth therein. The undersigned client(s) had signed this Statement and received a copy to keep to refer to while being represented by the undersigned attorney(s).

**LEGAL CONSTRUCTION**

In case any provision, or any portion of any provision, contained in this Agreement shall for any reason be held invalid, illegal, and/or unenforceable in any respect, such invalidity, illegality, and/or unenforceability shall not affect the validity and/or enforceability of any other provision or portion thereof, and this Agreement shall be construed as if such invalid, illegal, and /or unenforceable provision or portion thereof was never contained herein.

**THREE (3) DAY GRACE PERIOD**

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled the client(s) shall not be obliged to pay any fees to the attorney(s) for the work performed during that time. If the attorney(s) have advanced funds in representation of the client(s), the attorney(s) are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client(s).

DATED.

\_\_\_\_\_

We hereby accept employment and agree to represent the above named client(s) on the terms set out above.

ZARZAUR LAW, P.A.

By: \_\_\_\_\_  
Joseph A. Zarzaur, Jr.

## STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand these Statements of your rights as a client. **This statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of your rights.**

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. But if your lawyer begins to represent you, your lawyer, may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain Court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for the work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each firm must sign the contingency fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyers should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare research on the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse

consequences if you lose the case. Those adverse consequences might include money which you may have to pay your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign the closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of your case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (800) 342-8060, or contact the local bar association. Any disagreements between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve the disagreement. Usually fee disputes must be handled in a separate lawsuit.

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Client

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Attorney Signature

Date: