**CONTINGENT FEE AGREEMENT**

**To Instigate and then File Suit if Appropriate**

**BINDING CONTRACT—READ CAREFULLY**

I, John Doe, [hereafter, Client] do hereby retain Paul Kouri and Jay Referrer [hereafter, Attorneys] to perform legal services under the terms stated below. Attorneys likewise agree to furnish those legal services under the terms stated below.

1. The services to be performed concern recovery for damages from a fall at ABC Store [hereafter, the Claim] which occurred on approximately July 19, 2019, according to information provided by Client.
2. Attorneys will diligently investigate to first determine if suit is justified; is justified, Attorneys will file suit and pursue a recovery and attempt to collect damages for the Claim.
3. If a recovery is made, Client shall pay Attorneys an Attorneys’ fee [hereafter, Fee] based upon a percentage of the total amount recovered [hereafter, Recovery] for the Claim, whether such Recovery consists of damages, costs, interest, penalties, Attorney’s fee awards, expenses, medical bills, medical liens, medical subrogation, or any other amounts. The Fee shall be paid according to the percentages stated below:
   1. 45% of all amounts recovered;
   2. If the matter at any point requires legal action via suit, motion, or otherwise, to construe liens or apportion proceeds to medical providers or lienholders or to insurance subrogation claims, Client will pay Attorneys a Fee of 50% of the total Recovery.
4. Client understands that Attorneys will incur litigation costs and expenses in representing Client and Attorneys may advance these costs and expense to the extent permitted by the Oklahoma Bar Association and Oklahoma Supreme Court. Client understands that Attorneys shall be reimbursed these costs and expenses from the Recovery when the matter is resolved. Should there be no recovery, Attorneys will not seek reimbursement of these costs and expenses.
5. Client understands that Client’s healthcare providers, and/or health insurance carriers and/or government agencies such as Medicare, Medicaid (OHCA), or the Veterans Administration, may be entitled to be paid or reimbursed for medical bills/liens/subrogation from the Recovery and that any such reimbursement shall be paid from Client portion of the Recovery without reducing the Fee paid to Attorneys.
6. Client understands that the Fee percentages stated above are applied to the total Recovery **before** deduction of litigation costs and expenses, and/or Client medical bills/liens/subrogation claims.
7. Attorneys agree to provide the legal services upon the condition that they may withdraw from representing Client if: (a) in the opinion of Attorneys, the chances of recovering enough money to justify the time, costs, and expenses involved are not reasonable; or (b) the Client do not adequately assist Attorneys in the prosecution of the claim; or (c) under any other circumstances in which the rules of the Oklahoma Bar Association or the Oklahoma Supreme Court otherwise permit withdrawal.
8. Client understands and agrees that Paul Kouri and Jay Referrer will share responsibility for the representation and will split the Fee.
9. Client understands and agrees that Attorneys may employ the services of other Attorneys or law firms to assist in prosecuting the Claim or may assign the prosecution of the claim to other Attorneys or law firms. Such employment or assignment shall be at no additional cost to Client.
10. Client understands that the drafting or trusts, representing Client in guardianship or probate proceedings or in disputes with healthcare providers, health insurance companies, or government agencies such as Medicare, Medicaid, or the Veterans Administration, may involve additional Attorneys fee charges. Such charges will be discussed and approved by Client before the services are provided or the fees earned.
11. Client agrees to timely advise Attorneys in writing of each change in address and/or telephone number. Should Client not respond during any 30-day period to a letter mailed by regular first-class mail to the last address furnished by Client, Attorneys shall have the right to withdraw from the representation. Under those circumstances Attorneys will do nothing further to protect the Client rights and the Client may forever lose their rights, including rights to be compensated for the Claim.
12. Client hereby grants to Attorneys a lien and security interest to the full extent of the Fee, costs, expenses, and any previous disbursements, upon all offers of settlement obtained by Attorneys and/or upon all amounts obtained by later settlement, verdict, or judgment pertaining to the Claim. Attorneys has the option of filing such a lien and provide a copy of this contract to third parties, as proof thereof. However, the lien and security interest will exist irrespective of whether Attorneys file a lien.
13. Client understands Attorneys do not give tax advice and make no representation whether any part of the Recovery is taxable.
14. This agreement constitutes the entire agreement between Attorneys and Client. All modification of this agreement must be in writing.

**I/We have read and understood the above agreement and agree to be bound hereby.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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John Doe, Client

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Paul Kouri, Attorney Jay Refferer, Attorney