

BRYON MIDDLEBROOK, P.C.

LAWYER, NEGOTIATOR & PEACEMAKER

308 NORTH AGASSIZ STREET • FLAGSTAFF, ARIZONA 86001-4605 • (928) 774-1433 • FAX (928) 774-1265

CONTINGENT FEE CONTRACT

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____

DESCRIBE CASE: _____

DATE OF INJURY: _____

BASIC AGREEMENT:

You agree to pay BRYON MIDDLEBROOK, P.C., to pursue all claims for your injuries and damages sustained on or about the _____ day of _____, 200__.

Attorney Fees:

You will pay BRYON MIDDLEBROOK, P.C., for attorney services rendered:

33-1/3% if no litigation: thirty-three and one-third percent (33-1/3%) of the total sum received if your claim is resolved prior to formal litigation; or

40% if litigation: forty percent (40%) if a complaint is filed, or an arbitration or other alternative dispute resolution forum resolves the claim/suit; or

50% if appeal: fifty percent (50%) if an appeal or special action is at any time necessary to resolve your claim/suit.

If you receive an award for attorney fees as part of the total sum received, then this attorney fee award will be additional to the above fees.

If any portion of the total sum collected is to be paid in the future, pursuant to a structured settlement or otherwise, the present value of the structured settlement or future payments will be used to compute the attorney's fees. If no money is collected for you no attorney fees will be paid.

Accurate Information Necessary.

For BRYON MIDDLEBROOK, P.C. to represent you, you agree to give BRYON MIDDLEBROOK, P.C., accurate and complete information concerning any aspects of your case, including liability, injuries suffered, any prior injuries, and any significant changes about your claim/suit.

You Will Not Settle Without Attorney's Approval:

You agree to allow BRYON MIDDLEBROOK, P.C. to negotiate, settle and otherwise handle all aspects of your case as BRYON MIDDLEBROOK, P.C. believes is in your best interest. You agree not to settle your case without BRYON MIDDLEBROOK, P.C.'s consent, and BRYON MIDDLEBROOK, P.C. agrees not to settle your case without your consent.

Costs:

You agree *in addition to attorney fees* to repay all costs and expenses reasonably incurred by BRYON MIDDLEBROOK, P.C. in connection with your claim/suit. Attorney fees are calculated *before* costs are deducted from the total amount received.

Costs may be advanced by BRYON MIDDLEBROOK, P.C. **Costs are not attorney fees. You will remain responsible for all costs regardless of how your case is resolved.**

Costs do include such expenses as court filing fees, deposition costs, subpoenas fees, witness fees, lawyers travel expenses, copying costs, computerized legal research, paralegal and staff time, expert witness fees and investigator fees. Other costs may be incurred on your behalf by BRYON MIDDLEBROOK, P.C. You will be billed by BRYON MIDDLEBROOK, P.C. for costs as set forth in the attached Exhibit A.

Liens by Medical Care Providers or Other Creditors:

You may instruct BRYON MIDDLEBROOK, P.C. to honor the lien of a creditor from out of the client's share of the total sum collected. Client consents for BRYON MIDDLEBROOK, P.C. to honor the lien of any creditor, if in BRYON MIDDLEBROOK, P.C.'s discretion the lien benefits your treatment or care. Unpaid medical expenses must be paid by you. Notwithstanding the foregoing, any unpaid medical expenses will remain your responsibility to pay.

Discharge:

If you discharge BRYON MIDDLEBROOK, P.C., for any reason, you nevertheless agree to pay BRYON MIDDLEBROOK, P.C. for the value of services rendered and costs incurred.

Lien Granted:

By signing this contract, you hereby grant BRYON MIDDLEBROOK, P.C. a lien on any settlement, claim, judgment or verdict arising from any matter BRYON MIDDLEBROOK, P.C. provided you representation. You further authorize your attorney, insurance carrier or whomever to pay directly to BRYON MIDDLEBROOK, P.C. from your settlement, claim, judgment or verdict as is necessary to pay BRYON MIDDLEBROOK, P.C. for services rendered and/or costs incurred. The value of BRYON MIDDLEBROOK, P.C.'s services rendered will be calculated to prevent any one from being unjustly enriched.

Attorney Withdrawal:

BRYON MIDDLEBROOK, P.C. may withdraw its representation at any time by giving you written notice its intent to withdraw.

Discharging Attorney:

If you discharge BRYON MIDDLEBROOK, P.C. for any reason, you agree to pay BRYON MIDDLEBROOK, P.C. for the value of the services rendered and costs incurred. But you may discharge BRYON MIDDLEBROOK, P.C. at anytime, and you may be entitled to a refund from your retainer, depending on the value of services rendered.

The value of services rendered will be determined, in part, on the following factors: attorney, paralegal and staff time; costs incurred; the responsibility imposed on BRYON MIDDLEBROOK, P.C.; the novelty and difficulty of the questions involved; the skill required to perform the services properly; the acceptance of your case by BRYON MIDDLEBROOK, P.C., and BRYON MIDDLEBROOK, P.C., foregoing other matters of interest; other cases or employment BRYON MIDDLEBROOK, P.C. could have accepted but did not because of your case; the fee customarily charged for similar services; and the amount and importance of the controversy and the results obtained.

Binding Arbitration Required:

You and BRYON MIDDLEBROOK, P.C. agree to submit any dispute you have to **binding** arbitration, pursuant to the rules of the American Arbitration Association, or the rules of the State Bar of Arizona, whichever may prove applicable. This arbitration will be final, and non-appealable. You and BRYON MIDDLEBROOK, P.C. waive any right to a jury or judge resolving any dispute between you. You may have separate counsel review this provision, before signing this contract. Your failure to obtain an independent legal review of this contract waives your right to contest this provision.

Others Bound:

This agreement shall bind the parties hereto, their heirs, successors, or assigns.

Complete Agreement:

This agreement constitutes the entire and complete agreement between the parties.

Lawsuits Unpredictable:

Lawsuits are unpredictable and BRYON MIDDLEBROOK, P.C. has not guaranteed any outcome in this case.

Having read and understood the foregoing, you and BRYON MIDDLEBROOK, P.C. agree to be bound by this Agreement as shown by placing their signatures below.

DATE: _____

CLIENT

DATE: _____

CLIENT

Accepted by:

DATE: _____

for BRYON MIDDLEBROOK, P.C.

EXAMPLE—DISTRIBUTION OF SUM RECEIVED:

Gross Settlement (after suit filed)	\$100,000
- Firm's Fees (before costs deducted)	\$ 40,000
- Client Costs	\$ 5,000
- <u>Unpaid Medical Expenses (liens)</u>	\$ 5,000
= Net Proceeds to Client	\$ 50,000

Exhibit A—Cost and Expense Schedule

Postage	\$ current 1st Class postage rate
Copies	\$ At least .25 per page, or actual costs whichever is greater.
Fax	\$ 1.00 per page
Long Distance or Cellular Telephone Calls	\$ 2.50 minimum*
Mileage	\$.35 per mile*
Paralegal Time	\$ 85.00 per hour (2/10s hour minimum increment)
Clerical Staff Time	\$ 25.00 per hour (2/10s hour minimum increment)
Overnight Mail	\$ 20.00 minimum
Computer Research	\$200.00 per hour* (\$75.00 minimum)
Court Reporter Fees	actual costs
Court Filing & Services Fees	actual costs
Expert witness fees	actual costs due before expert retained

* *attorney time additional*

Emergency/Urgent Billing

An emergency/urgent request is either 1) that you seek the attorney, paralegal or staff to meet with you after-hours (Normal hours are M-F/9-5), or on weekends; and/or 2) for any reason, or at any time, you seek services that requires same-day action, or services provided without an appointment. If this occurs, the hourly billing is (3X) **three-times** the standard billing, at a **one-hour-minimum** increment.

Minimum set-up fee	\$200.00 (To obtain office supplies, and set up file)
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