

PHILLIPS & ALLEN, P. A.

ATTORNEYS AT LAW

Arnold F. Phillips, Esquire
Robert A. Allen, Esquire

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CONTINGENCY AGREEMENT

THIS AGREEMENT is made for the purpose of retaining the professional services of Phillips & Allen, PA to represent the undersigned, in his/her claim for _____.

The said Phillips & Allen, PA is hereby retained on a contingent basis to receive a flat fee of \$0 plus 33-1/3% if settled out of court or 40% if suit is filed, of any and all amounts which are recovered by the undersigned, his/her assigns and heirs. In the event no recovery or settlement is made in your case, you are not obligated to pay any fee for legal services other than any flat fee stated herein. I understand that while I may have been given a legal opinion regarding my claim, Phillips & Allen, PA makes no promises or guarantees regarding the outcome of this matter.

In the event that attorney fees are proscribed by law or statute, I agree to pay and have any payment withheld from my award or settlement proceeds the maximum amount of attorney fees as permitted by law or statute.

It is further understood and agreed that the undersigned shall pay all necessary and reasonable costs and fees arising out of this matter. Said costs and fees shall include, but not limited to, filing and service fees, expert witness or consultation fees, transcription fees and office expenses. Said office expenses shall be charged as follows: Copies \$.50 per copy; faxes \$4.00 each; overnight deliveries \$25.00; certified mail \$10.00; and postage at going rate.

You may terminate this contract at any time, in which event you will be responsible for a fee equal to the larger of (1) the time spent on your case times the usual billing rates of Phillips & Allen, PA, which currently is \$350.00 per hour, plus cost and fees, or (2) the contingency percentage (as set forth above) of the most recent offer made by the opposing party(ies). Furthermore, you do hereby grant to Phillips & Allen, PA an assignment and payment lien of/against this case for all unpaid fees and costs. Phillips & Allen, PA retains the right to withdraw representation or terminate this Contract for any reason. Should Phillips & Allen, PA terminate representation without my consent, I agree that I shall pay a fee equal to the contingency percentage (as set forth above) of the most recent offer made by the opposing parties plus any out of pocket expenses incurred by Phillips & Allen, PA in the representation of my case.

I have read the Client Policies of Phillips & Allen, PA, and I understand that as a condition of representation herein, I have consented to the payment, file retention and attorney substitution policies of Phillips & Allen, PA.

Print Name
_____(SEAL)
Signature
Date ____/____/____

Date of Birth ____/____/____
SS# ____-____-____
Address: _____

Accepted by: _____
Attorney