

# ATTORNEY'S RETAINER AND FEE AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003. at Atlanta, Georgia, between \_\_\_\_\_, hereinafter referred to as "CLIENT," and GINSBERG LAW OFFICES, P.C., Attorneys at Law, hereinafter referred to as "ATTORNEY."

1. STATEMENT AND SUBJECT OF EMPLOYMENT: Client, in consideration of services to be rendered by Attorney to Client, employs Attorney to represent him/her as legal counsel in connection with: \_\_\_\_\_

Client understands that this agreement covers the prosecution of this case through the trial stage in a Georgia State or Superior Court, should the prosecution of a lawsuit be deemed necessary and practical by the Attorney.

2. OTHER SERVICES: Should Client desire to engage Attorney's services for matters other than those set forth above, Attorney will perform said services at regular hourly rates.

3. CONTINGENCY FEE MATTERS: A "contingency fee" means that if there is no recovery, there is no Attorney's fee required. Client agrees to pay Attorney for legal services thirty three and one-third percent (33 1/3%) of any amounts received or recovered if the matter is settled without a lawsuit filed and served, or forty percent (40%) of the amounts received or recovered after a lawsuit is filed and served or the matter is heard by a certified arbitrator. Said contingency fee shall be based upon a gross recovery.

I understand and agree that if recovery is made in the form of a structured settlement, then the fee will be based upon the present value of the structured settlement.

**Initial re: Fees:** \_\_\_\_\_

4. OTHER LIENS: Unless otherwise agreed, Client hereby empowers Attorney to withhold from Client's portion of any settlement an amount equal to unpaid bills issued by any doctor, hospital, or other health care professional. Attorney will protect said health care providers for fees relating to treatment of injuries resulting from the accident that is the subject of this contract.

5. FAVORABLE OUTCOME NOT GUARANTEED: Attorney agrees to use his best efforts on behalf of Client, but makes NO PROMISE OR GUARANTEE as to the outcome of this case.

6. COSTS AND OTHER EXPENSES: Client agrees to pay Attorney all file expenses necessary for the proper management of Client's case. "File expenses" refer to charges incurred by the Attorney in obtaining police reports, medical records, hearing transcripts and depositions, postage, copying expenses, court costs, and other similar expenses relating to the maintenance of Client's file. Attorney may advance the cost of these file expenses or may require Client to advance these costs. If these file expense costs are advanced by the Attorney, Client agrees to

repay Attorney regardless of the outcome of the case. Attorney agrees to maintain accurate records of all file expenses incurred on Client's file.

7. PREVIOUS REPRESENTATION: Client represents that he/she has not heretofore engaged or employed any other attorney or law firm to represent him/her on this matter; or that any such attorney or law firm has been discharged or has been released to seek other representation. Further, Client understand that all liens and expenses shall be borne by Client. Client understands that this contract creates an agency coupled with an interest.

8. TERMINATION OF THIS AGREEMENT: This agreement may be cancelled by either Attorney or Client at any time, for any reason whatsoever. Client agrees to notify Attorney of termination in writing, by registered mail, at A ttorney's office address. Attorney agrees to notify Client of his withdrawal by registered mail to the last known address provided by Client. Should this agreement be cancelled by Client prior to the time a recovery is received, Client will be responsible for paying Attorney a reasonable fee for the fair market value of legal services rendered, and expenses incurred on behalf of the Client. Client agrees that Attorney's fees collected in this manner may be recovered by Attorney as a lien on Client's file.

9. POWER OF ATTORNEY: Client hereby gives Attorneys a "power of attorney" to sign all documents connected with this claim and all other documents including, but not limited to checks, releases, dismissals, and commercial paper that Client could properly execute.

I/WE HAVE READ, UNDERSTAND AND AGREE TO EACH OF THE PARAGRAPHS ABOVE.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLIENT'S SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
SPOUSE'S SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
JONATHAN C. GINSBERG, Attorney at Law