

CONTINGENCY FEE AGREEMENT

The undersigned ("Client") hereby retains the services of Sargent Law, APC; DBA Sargent Law Firm (Attorney) to represent client, for the prosecution of all claims existing on client's part against parties legally responsible for damages client sustained on or about:

Date of Accident/Injury: _____

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN CLIENT AND ATTORNEY AS FOLLOWS:

1. For such services, it is agreed the Client will pay to Attorney a contingent fee of Forty percent (40%) of all gross amounts recovered from any source. The rates set forth for fees are not set by law, but are negotiable between Client and RS I also understand that RS does not represent me for any worker's compensation claim that I may have.

THERE WILL BE NO ATTORNEY'S FEES IN THE EVENT THERE IS NO RECOVERY.

2. A Lien shall be given for the Attorney's fees and advances upon any settlement or judgment made or secured herein, and Attorney is authorized to deduct these fees and costs therefrom and to pay the balance to Client.

3. All costs to pursue this case such as fees for court filings, depositions, medical reports, experts, litigation costs, contract attorneys, investigation, interpreters, travel (actual expenses plus \$.50 mile by car), or other necessary expenses will be advanced by Attorney during prosecution of this claim and will be deducted from any sum received by way of settlement, judgment, or award. A file preservation fee of \$300.00 will be deducted in addition to these costs. This \$300.00 amount may or may not reflect actual cost expended in client's matter. All costs and charges are to be deducted from any gross sums after Attorney's fees are deducted.

4. While we do not make any promises, or guarantees about the outcome of the case, we will work hard toward resolution of your case. While we trust, it will not occur, Client may terminate this agreement before recovery. Also, Attorney may withdraw without Client's consent for good cause. If Client discharges Attorney, Client agrees to pay either (1) the agreed percentage of the last Settlement offer, plus all costs advanced or (2) \$300.00 per hour, whichever is greater, plus all costs advanced.

5. Client agrees that all disputes between Attorney and Client, including costs, fees, quality of service, malpractice claims to include breach of fiduciary duty, and or fraud shall be submitted to binding arbitration. Client understands that binding arbitration waives their right to a jury trial.

6. Client agrees that Attorney can negotiate any attorney fee division and/or referral fee with an associate or substituted attorney which includes but is not limited to payment of a referral fee by the attorney to Attorney from the gross settlement amount. If Client was referred to Attorney by another attorney, there will be a division of the Contingency Fee between Attorney and the

referring counsel. Client understands and agrees that he/she is still legally obligated to pay the contingency fee percentage as indicated in this retainer agreement.

7. Client expressly gives to Attorney authorization to pay directly to any Medical provider any balance owed by Client for related medical services. If a dispute between medical providers and Client occurs, Client authorizes Attorney to deduct their fees and costs and interplead any settlement under the applicable code for court review.


8. Client has been advised and consents to their file being created and stored solely in an electronic format, both during the case and after the matter is completed. Client also consents to receive periodic updates via email, fax, text messages, and regular mail. Client may request a copy of their electronic file at any time and Attorney will keep their file for 3 years upon the completion of the case. Client also gives Attorney power of attorney to sign necessary authorizations (medical, employment, etc.), settlement documents, settlement checks and to deposit settlement checks into the client trust account.

9. Finally, this matter shall not be settled without the consent of the client.

I hereby acknowledge that I have read this document, understand it, and agree to its terms.

Date:

Client



Ryan H. Sargent, Esq. (Attorney)