

CONTINGENT FEE REPRESENTATION AGREEMENT

Contract for legal services between _____, (hereinafter referred to as “Client”), and Michael A. Schafer, Attorney at Law, (hereinafter referred to as “Attorney”).

This agreement replaces and supersedes any and all other Contracts or Agreements relative to the employment by the Client and the Attorney.

ARTICLE 1. EMPLOYMENT

Client employs Attorney on a contingent fee basis, as opposed to an hourly rate basis, to investigate the claims Client has arising out of or connected with an accident that occurred in Jefferson County, Louisville, Kentucky on _____. Attorney accepts employment subject to and upon the terms of this Contract. Client agrees that Attorney has made no representations to Client, or to others for Client's benefit, as to whether any recovery will be made for Client.

ARTICLE 2. AUTHORITY FOR ATTORNEY

Client authorizes Attorney to investigate, prepare, settle (with Client's prior consent) and, if in Attorney's sole opinion necessary and warranted, to file suit on and to prosecute the meritorious claims Client has against all responsible persons and business organizations. Client further authorizes Attorney to employ investigators, photographers, reporters, consulting experts and expert witnesses; to employ associate counsel or local counsel or both at Attorney's expense without Client's prior consent; and to release to each opposing party, their attorney, and their insurance company the original or copy of each report, statement, photographs, medical report, hospital report, tax return, paper, document or tangible thing Attorney's possession relating to Client's case.

Client further authorizes Attorney to submit the case to non-binding mediation if, in the Attorney's sole opinion, mediation would be an effective method of resolving the case.

If Attorney, at any time is of the opinion that Client's case is impractical for any reason, or if the Client refused to cooperate with Attorney, or if Client reject an offer of settlement recommended by Attorney, Attorney shall have the right to withdraw from representing Client by giving Client written notice at least ten (10) days before the date of withdrawal.

Client agrees that Attorney is under no duty to appeal or retry Client's case unless, in Attorney's sole opinion, an appeal or retrial is warranted.

ARTICLE 3. RESPONSIBILITY OF CLIENT

Client promises to cooperate with Attorney at all times in representing Client including, but not limited to assisting Attorney upon request in locating witnesses and obtaining and presenting testimony and other types of evidence; to comply promptly with all reasonable notices for all conferences, depositions, court appearances, hearings and trials; and keep Attorney informed of their whereabouts, including their current home and business address and telephone numbers.

ARTICLE 4. EXPENSES AND FEES

Client understands and agrees that the employment of Attorney does not relieve Client of their personal responsibility to pay all past and future medical expenses when due, and Client promises to be solely responsible for the payment of all past and future medical expenses, regard less of whether any recovery is made for the Client.

Client promises to pay the litigation expenses as they are incurred if the Client is financially able to do so. If not, Attorney may incur, advance or guarantee the litigation expenses to protect any claim, postage, photocopying, long distance telephone charges, travel, filing fees, court costs, photographs, hospital records, medical reports, physical and mental examinations, court reporter's charges, fees for service of subpoenas, fees of consulting experts and expert witnesses and other expenses incurred in obtaining and presenting testimony and other types of evidence. The photocopying expenses will be charged to the Client at the Attorney's cost. Client shall remain ultimately responsible for the payment of all litigation expenses.

Client promises to pay Attorney as a total fee for his services a sum of money equal to thirty-three and one third (33 1/3) percent of any amount recovered by litigation. The Attorney's fee shall be computed as a percentage of a sum equal to the gross amount of any settlement, judgment, or recovery in this case, including any interest or penalties, without regard to any benefits from any other source which the Client may be obligated to repay.

If no recovery is made for the Client, the Client shall not owe Attorney's fees for their services, but the Client promises to pay or reimburse Attorney for all litigation expenses incurred, advanced or guaranteed by Attorney for which Attorney has not been reimbursed.

If Client discharges Attorney and if, on or before the date of discharge, an offer of settlement has been obtained for Client, but not consummated or if a judgment has been obtained for Client, but not paid, Client promises to pay Attorney on the date of discharge a sum of money based upon the highest offer obtained or the amount of any judgment obtained, as the case may be, according to the schedule above, plus all litigation expenses incurred, advanced or guaranteed by Attorney and for which Attorney has not been reimbursed by Client. If Client discharges Attorney and if no offer or settlement or judgment has been obtained for Client on or before date of discharge, Client agrees to pay as a fee for Attorney's services to the date of discharge an

amount equal to thirty-three and one-third ($33\frac{1}{3}$) percent less the quantum merit for services rendered by any subsequent attorney.

If Attorney withdraws from representing Client, Client shall not owe Attorney any fee for their services unless Client and Attorney agree otherwise on or before the date of withdrawal, but client promises to pay or reimburse Attorney on the date of withdrawal for all litigation expenses incurred, advanced or guaranteed by Attorney for which attorney has not been reimbursed by Client.

ARTICLE 5. DISTRIBUTION OF PROCEEDS

If a recovery is made for Client, Client authorizes Attorney to deduct from the gross proceeds recovered and to pay to the appropriate person or creditor before the new proceeds are paid to Client each of the following: (a) Attorney's fee; (b) all litigation expenses incurred, advanced or guaranteed by Attorney and for which Attorney has not been reimbursed by Client; (c) all unpaid medical expenses; and (d) all subrogation claims for benefits previously paid to or on behalf of the Client. The net proceeds remaining shall be paid to Client.

ARTICLE 6. MODIFICATION TO CONTRACT

Client agrees that modifications may be made to agreement only by written agreement signed by all parties.

CLIENT NAME

DATE

MICHAEL A. SCHAFER
Attorney at Law
440 South 7th Street
Suite 200
Louisville, Kentucky 40203
(502) 584-9511

DATE

