Sample Contingent Fee Agreement¹

[LAW FIRM]CONTINGENT FEE AGREEMENT

______ hires **[NAME/LAW FIRM]** to pursue claims he or she may have in connection with [INSERT DESCRIPTION OF ENGAGEMENT WITH REASONABLE DETAIL].

FEE: You have retained us on a contingent-fee basis and agree to pay us:

- (1) Twenty-five (25) percent of the gross amount recovered by settlement prior to the filing of a complaint;
- Thirty-three and a third (33½) percent of the gross amount recovered by settlement after a complaint is filed but before a trial is commenced;
- (3) Forty (40) percent of the gross amount recovered during or immediately after the first trial, by settlement or otherwise; or
- (4) Forty-five (45) percent of the gross amount recovered if an appeal or further action is taken after the first trial.

For example, if the case settles for \$100.00 prior to the filing of a complaint and you owe your health-care provider \$10.00, we receive \$25.00, the health-care provider receives \$10.00, and you receive \$65.00. If the case settles for \$100.00 after the filing of a complaint and you owe your health-care provider \$10.00, we receive \$33.34, the health-care provider receives \$10.00, and you receive \$56.66.

Except as provided in the next paragraph, our fees will be payable only out of amounts recovered. If no recovery is obtained, no fees will be payable to us. You will, however, remain liable for all costs incurred on your behalf regardless of recovery.

TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS: Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation.

In the event this agreement is terminated by us before settlement or ultimate recovery, no fees shall be payable to us, but you shall remain responsible for payment of all costs advanced by us.

In the event this agreement is terminated by you before settlement or ultimate recovery, you agree to pay us our fees at the hourly rates customarily charged by us for all time reasonably spent by us on your behalf before your termination of this agreement, plus any costs advanced. Our hourly rate for lawyer [NAME] is \$_____. In addition, other attorneys and paralegals may work on your matter. [Either insert the other attorneys and paralegals rates here or attach an exhibit containing their schedules].

Unless previously terminated, our representation will terminate upon us sending you a closing letter and providing you with an accounting of all funds received and disbursed on your behalf.

<u>COSTS:</u> You will be responsible for all actual out-of-pocket costs we incur on your behalf. Typical costs include: travel expenses, long-distance telephone calls, outgoing fax (at INSERT RATE per

¹ This Sample Contingent Fee Agreement is provided as a resource to the Transitioning into Practice Mentorship Program and has not been approved nor endorsed by the State Bar of Nevada.

page), Federal Express, courier services, and delivery charges, photocopying (at INSERT RATE per page), online database retrieval charges (Lexis, Westlaw, etc.), filing fees, and other litigation related expenses. We anticipate making advances to cover out-of-pocket costs incurred but reserve the right to forward to you any larger items (such as expert witness fees or deposition costs) with the request that you pay them directly to the service providers. Costs advanced by us are taken out of your portion of any settlement proceeds after the contingency amount has been calculated.

OPPOSING PARTY'S FEES AND COSTS: In the event that you lose in litigation, you may be responsible for the opposing party's attorneys' fees and costs.

<u>CLIENT'S RESPONSIBILITIES:</u> We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

SETTLEMENT: We will not enter into a settlement without your consent.

DOCUMENT RETENTION: At the end of our engagement, we will turn over the file to you. If you do not want the file, you agree that the file may be destroyed in accordance with our document retention policy and the Nevada Rules of Professional Conduct. Currently, it is our policy to destroy files seven years after the termination of the representation.

ARBITRATION OF FEE DISPUTES: If a dispute arises between us and you regarding our fees, the parties agree to resolve that dispute through the State Bar's Fee Dispute Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Client Protection Coordinator at 702-382-2200 or by going to the Fee Dispute webpage at www.nvbar.org.

NO ADVICE REGARDING THIS FEE AGREEMENT: We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend that you consult with independent counsel of your choice.

NO GUARANTEES HAVE BEEN MADE AS TO WHAT AMOUNTS, IF ANY, YOU MAY BE ENTITLED TO RECOVER IN THIS CASE OR THE FINAL OUTCOME IN THIS CASE.

DATED thisday of, 20	
_	Client's Name
DATED thisday of, 20	
	Lawyer's Name