



CONTINGENT FEE AGREEMENT

Last modified 4-19-08

BY THIS AGREEMENT, THOMAS R. HARRIS, PA d/b/a Harris Law Group, herein attorney, and Client,
_____, agree:

1. **EMPLOYMENT.** Client employs attorney to represent the client in the client's claim for damages resulting from an incident that occurred on or about _____.
2. **BILL OF RIGHTS.** The undersigned client has, before signing this contract, received and read The Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to keep to refer to while being represented by the undersigned attorney.
3. **THREE DAY RIGHT OF RECISSION.** This contract may be canceled by written notification to the attorney at any time within three business days from the date the contract was signed as shown below, and if canceled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as he has reasonably advanced on behalf of the client.
4. **ASSOCIATE COUNSEL.** It is understood that another law firm may be retained by attorney to perform services and assume responsibility for the case and will be compensated proportionately for those services and responsibility out of the total fee discussed in Paragraph 5.
5. **ATTORNEY FEES & COSTS.** Client shall pay attorney a fee for their services as follows:
 - a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:
 1. 33 1/3% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.
 - b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:
 1. 40% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.
 - c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 1. 33 1/3% of any recovery up to \$1 million; plus
 2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 15% of any portion of the recovery exceeding \$2 million.
 - d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment. Such 5% may be in addition to the fee limitations stated above.
 - e. 25% of the gross amount recovered, if any, from the State of Florida, a subdivision thereof or a municipality within the State of Florida if recovery is made prior to the filing of an appeal.

Calculation of said attorney fee is on the gross settlement or recovery, before any deduction for costs, as it is the intent of the parties that client pay back costs to attorney out of clients share of the gross settlement or recovery.

Any amount paid as "attorney fees" by or on behalf of any defendant will be considered part of the gross amount recovered and the above percentages applied thereto.

The above percentages shall be applied to the present value or cost, whichever is less, of any structured settlement or settlements and the full fee paid from the initial payment.

If there is no recovery from the adverse party or any insurance company, attorney shall not be entitled to a fee.

Attorney shall have a lien on any recovery and all of client's papers or documents in attorney's possession for any unpaid fee or costs and expenses.

Client shall, if a recovery is made, pay all costs of investigation, including private investigator's fees and expenses of litigation out of client's share of recovery. Attorney will most likely advance all costs, but Attorney may, in his sole discretion, require client to deposit sufficient funds to cover certain anticipated costs prior to incurring the costs. Typical Litigation Costs. Here is a list of the most common costs of litigation, but is not intended to list every possible cost: Deposition transcripts, Subpoena fee, Filing fees, Mediation fees, Service fees, Court Report fees, copying costs (both in-house and outside services), Travel expenses, Long distance charges, Witness fees, Postage, Courier express delivery charges, Sheriff's fees, Expert Witness Fees, Doctor Expert Witness Fees, Computerized legal research, in-house legal assistant at rate of \$25 per hour.

Fee Arbitration. Attorney and Client agree and stipulate to submit any fee dispute to binding fee arbitration under Florida Bar Rule 14-1.1 of the Florida Bar Rules which sets forth the rules and procedures for binding fee arbitration.

Client agrees and understands that his/her entire net recovery after paying attorney fees and costs will remain in attorney trust account until all outstanding medical liens and medical bills, including but not limited to Medicare or Medicaid, have been determined, and amount due obtained and paid in full. This means attorney may get paid upon settlement, but client may have to wait weeks, months or even years for certain liens like Medicare or Medicaid. This is necessary because otherwise attorney might be held personally liable for payment of same if not determined and paid in full. It is possible then that after paying attorney fees and costs, and client's unpaid medical liens/bills, the client might be left with little or no recovery and may even still owe some money to medical providers if client's net settlement amount (client share) is not enough to pay all costs, medical liens and unpaid medical bills.

6. SERVICES. Attorney shall investigate the facts surrounding client's claim, make demand on the person liable to client, conduct settlement negotiations, prepare all papers, pleadings and motions in any litigation or arbitration arising from the prosecution of client's claim, take all needed discovery proceedings, handle any trial, but not appellate proceedings unless we are appellee (the non-appealing party), and perform any other service required to properly prosecute the claim. Attorney shall report on the status of the claim to client periodically. Attorney shall not have authority to settle the claim without the consent of client. Attorney shall have control of all procedural matters in connection with any litigation or arbitration instituted to enforce the claim.

7. TERMINATION.

A. It is understood that the attorney, upon written notice to me, may withdraw from representation after an initial investigation, which should, but might not be, completed within 90 days. Or Attorney may withdraw at any time, in his sole discretion.

B. Client may terminate this contract at any time by notice to attorney. If client terminates the contract, attorney shall be paid a reasonable fee for their services but in any event not less than the amount specified in Paragraph 5, computed as though the ultimate recovery was made by attorney on the date of termination. Any recovery made by client thereafter shall be subject to a lien in favor of attorney for the payment of the fee thus determined to be due.

C. Attorney may terminate this contract if client fails to pay for costs and expenses as provided in Paragraph 5, above, if client fails to reimburse attorney for costs and expenses as provided in Paragraph 5 above, fails to cooperate with attorney in the prosecution of the claim, for any other reason that the Code of Professional Responsibility or law authorizes or if client has knowingly withheld or failed to fully disclose to attorney facts or information which materially affect client's claim. Upon termination by attorney under this paragraph, they shall be compensated as specified in Paragraph 7B.

D. Upon termination of representation by attorney for any reason, and payment of any costs or fees, client shall be entitled to receive those papers that are client's property. All research, pleadings, motions and other papers and matters produced or prepared by attorney are the property of attorney and shall remain in attorney possession, but client shall be entitled to receive copies of all of them if client notifies attorney that client wants copies. Client understands that attorney will retain the file and all papers for a reasonable time only.

8. CLOSING STATEMENT. If there is a recovery, attorney shall prepare a closing statement showing an itemization of the gross recovery, the amount of the fee, all costs and expenses, and any unpaid medical bills resulting from the accident. Each party shall sign the closing statement.

9. DISBURSEMENT. Any funds received by attorney under this contract shall be trust funds for the benefit of the client, except for the amount of attorney' fees provided for in this contract and any unreimbursed court costs and expenses of making the claim or demand. The fee and un-reimbursed costs and expenses shall be property of the attorney. Attorney is hereby authorized and directed to pay from the net proceeds due me any outstanding medical liens (letters of protections to doctors), hospital liens, medicare or Medicaid lien, Health insurance liens, Med Pay lien, and any other liens and unpaid medical bills that were incurred as a result of the incident listed above in paragraph one.

10. NOTICES. All notices under this agreement shall be in writing. Notices shall be delivered to the recipient or mailed, certified or registered mail, return receipt requested, with sufficient postage to reach the destination. It is client responsibility to notify us in writing of any address or phone change.

11. GOVERNING LAW. This agreement shall be governed by Florida law.

12. VENUE. An action arising from this agreement shall be brought only in Sarasota County, Florida.

13. POWER OF ATTORNEY. KNOW ALL MEN BY THESE PRESENTS, that I have made, constituted and appointed, and by these presents does make, constitute and appoint THOMAS R. HARRIS my true and lawful attorney for me and in my name, place and stead and on my behalf to sign checks, drafts and releases in settlement of damages incurred by me arising from the accident which occurred on the date of accident referenced on page one, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

14. I/WE UNDERSTAND THAT I/WE ARE NOT RETAINING YOU, AND YOU ARE UNDERTAKING NO RESPONSIBILITY, FOR ANY APPEAL, Re-Trial (New Trial), ANY SOCIAL SECURITY, MEDICARE AND MEDICAID, WORKERS' COMPENSATION, LONGSHOREMEN'S, MAINTENANCE AND CURE, PERSONAL INJURY PROTECTION (PIP), MED-PAY, OR CRIME VICTIMS COMPENSATION CLAIM(S), IF ANY, WHICH I/WE MIGHT HAVE. I/WE WILL PURSUE SUCH CLAIMS, IF ANY, ON MY/OUR OWN. I/WE AM/ARE AWARE THAT THERE ARE TIME LIMITS TO PURSUE SOME OF THESE CLAIMS. FOR EXAMPLE, WORKERS' COMPENSATION CLAIMS MUST BE FILED FOR AS EARLY AS POSSIBLE, AND WITHIN TWO YEARS AT THE LATEST. FURTHER, IF I PERMIT MORE THAN ONE YEAR TO ELAPSE AFTER THE LAST WORKERS' COMPENSATION INSURANCE PAYMENT FOR MEDICALS OR WAGELOSS, MY WORKERS' COMPENSATION CLAIM MAY PERMANENTLY LAPSE. I/WE ALSO UNDERSTAND THAT I/WE HAVE NOT RETAINED YOU TO PROVIDE INVESTMENT OR TAX COUNSELING AND AGREE TO SEEK THOSE SERVICES ELSEWHERE, IF NECESSARY.

CLIENT---Sign above & print here _____ DATE _____

Client's Spouse, if married _____ Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the ____ day of _____, 200_.

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing CONTINGENCY FEE AGREEMENT was acknowledged before me this the ____ day of _____, 200__, by _____(client), who is personally known to me or who has produced _____ as identification and who did take an oath.

Signature of person taking acknowledgment.

Name of NOTARY PUBLIC typed, printed or stamped

THOMAS R. HARRIS PA D/B/A HARRIS LAW GROUP

By: _____ Date _____
Thomas R. Harris, Esquire

CLIENT'S BILL OF RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirements that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate of percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you may have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) days you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. But if your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer a case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach the Florida Bar, call 800/342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

Client

Thomas R. Harris, Esquire

Date_____

Date_____

INSTRUCTIONS TO CLIENTS

1. **TALK TO NO ONE.** Do not talk to anyone about your accident except myself or my secretary. You should always require identification so that you are sure who you are talking to. Don't even talk to your own insurance company or to any lawyers hired by your own insurance company without notifying me, so that I may be present if I desire. I will generally want these statements taken in my office. **DO NOT SIGN ANYTHING WITHOUT MY PERMISSION.- INCLUDING BUT NOT LIMITED TO ANY RELEASES OF LIABILITY.**
2. **YOUR DOCTOR.** You should return to each of your doctors as often as necessary and should always tell them about all your complaints. You should not minimize your ailments to your doctors, as it is one of his best ways of knowing how to treat you. If you see any additional doctors, be sure I am advised immediately of their names and addresses.
3. **RECORD OF COMPLAINTS.** Please keep a daily or weekly record (dairy) of your complaints and progress **AND MEDICAL TREATMENT.** This can be very helpful when, a year later, you will be able to recall your pain and difficulties more vividly. **YOU SHOULD NOTIFY ME IMMEDIATELY WHEN ANY GIVEN DOCTOR ENDS YOUR TREATMENT OR REFERS YOU TO ANOTHER SPECIALIST. ONLY AFTER YOUR TREATMENT IS FINISHED WILL WE BE ABLE TO EVALUATE AND SETTLE YOUR CASE. WE SHOULD BE NOTIFIED IMMEDIATELY OF ANY SIGNIFICANT MEDICAL DEVELOPMENTS SUCH AS NEED FOR SURGERY, ADDITONAL TREATMENT OR TESTS, REFERRAL TO ANOTHER SPECIALST OR DISCHARGE FROM TREATMENT WITH NOTHING FURTHER TO OFFER YOU IN WAY OF TREATMENT.** Failure to follow doctor orders or keep medical appointment or failure to follow the treatment plan could result in significant loss of the value of your potential claim.
4. **WAGES AND EARNINGS LOST.** Please keep an accurate record of all days lost from work because of your injuries. Get off work slips (disability slips) from your doctor for any period of time that he takes you off work, and provide them to me.
5. **MEDICAL BILLS.** Obtain and keep duplicate copies of all medical, hospital and drug bills. You should periodically send these bills to me for my file. Also, keep records of any other expenses you may have in connection with your accident such as the hiring of extra help. All your bills should be paid by check or you should obtain and keep receipts. You should make and keep a list of all your medical bills and the costs incurred in going to your doctor.
6. **CAR REPAIR.** Do not have your automobile repaired until you are sure that I have obtained pictures of it. After pictures are taken by this office, have your collision insurance carrier repair your car.
7. **TRAFFIC OFFENSES.** Never plead guilty to any traffic offenses and if you are arrested in connection with this accident, call me immediately and I will represent and advise you. In the event of a coroner's inquest or other type of hearing, be sure to notify this office so that I will be able to represent you in connection with this inquest.
8. **WITNESSES.** Furnish to me immediately the correct names, addresses, and telephone numbers of any and all witnesses you may learn of.
9. **SAVE YOUR CAST.** If your injury requires a cast, brace, traction or other appliance, save it for evidence and trial. You should notify me that you are keeping these things and when the case is set for hearing, you should bring these items with you.
10. **PHOTOGRAPHS.** Send me the negative and prints of any photographs pertaining to your case which you or any of your friends have taken. This includes but is not limited to the injuries, the accident scene or the damage vehicles or other damaged property. If you are required to be in the hospital and are receiving any type of treatment like traction or physical therapy, please notify my office so that I can photograph you.
11. **HOSPITAL AND DOCTOR BILLS.** Have your own auto insurance carrier pay as many hospital and doctor bills under the medical payment provisions of your policy as possible. You should also have your hospitalization insurance, such as Blue Cross and Blue Shield, pay as much on your bills as possible. Doctors and hospitals are more cooperative when their bills are paid. You should not expect them to wait until your case is tried or settled to receive payment. You should, therefore, pay any balance as soon as possible.
12. **QUESTIONS.** I will probably not contact you until I have something definite to report. I will be contacting you for depositions, answers to interrogatories, and when your case goes to trial, which may be in excess of one year from the time that suit is filed. If you have any specific questions in regard to these instructions or any other matters in regard to your case, please feel free to call or write me.
13. **YOUR ADDRESS.** Be sure to keep me advised of any change in your address or telephone number. Please do not come in expecting to see me without an appointment.

14. EVIDENCE. UNDER FLORIDA LAW YOU CANNOT ALTER, CHANGE OR DISPOSE (THROW AWAY OR GIVE AWAY) ANY EVIDENCE PERTAINING TO YOUR CASE. ALL EVIDENCE SHOW BE TURNED OVER TO ME IMMEDIATELY FOR MY POSSESSION UNLESS IT IS NOT MOVABLE AND IS IN YOUR POSSESSION IN WHICH EVENT YOU MUST PRESERVE THE EVIDENCE FOR ME AND THE OTHER SIDE (DEFENDANTS) TO EXAMINE AND TEST. FAILURE TO PRESERVE OR SPOILATION OF EVIDENCE CAN AND PROBABLY WILL RESULT IN DRASTIC AND SERVERE SANCTIONS AGAINST YOU SUCH AS DISMISSAL OF YOUR CLAIMS WITH PREJUDICE.

15. SURVEILLANCE. THE INSURANCE COMPANY WILL FOLLOW YOU ON A REGULAR BASIS AT ALMOST ANY TIME, ESPECIALLY WHEN YOU LEAST EXPECT IT, IN ORDER TO PHOTO OR FILM YOU DOING PHYSICAL ACTIVITIES IN ORDER TO GET YOUR CASE THROWN ON FRAUD OR TO GET THE JUDGE OR JURY TO DISMISS YOUR CLAIM AS FRIVILIOUS.

16. ANY FAILURE TO TELL US OF ABOUT PRIOR ACCIDENTS, MEDICAL CONDITIONS, OR INJURIES, HOSPITALIZATIONS OR CRIMINAL HISTORY, NO MATTER HOW IRRELEVANT OR RELEVANT, HAS THE POTENTIAL TO DESTROY YOUR CALM. IF YOU DISCLOSE THESE THEN WE CAN TRY AND WORK AROUND THEM WHICH WE OFTEN CAN. BUT MAKE NO MISTAKE, FAILURE TO TELL US OR THE OTHER SIDE ABOUT THESE IN DEPOSITIONS OR STATEMENTS WILL MOST LIKELY RESULT IN THE CASE BECOMING WORTHLESS FROM A SETTLMENT OR JURY VERDICT STANDPOINT.

Client's Name: _____ (print here)

Client's Signature _____
(Sign Name)

Date _____