



# OlsenDaines

*Attorneys at Law*

## Contingency Fee Agreement

1. Client employs OlsenDaines, hereinafter Attorney, for representation in a claim for damages resulting from a personal injury incident occurring on the date below.
2. Attorney agrees to represent Client and will take such steps as are in Attorney's judgment reasonable and necessary to enforce Client's rights.
3. The fees of the Attorney will be 33 1/3% if settled before a lawsuit is filed or an arbitration or mediation is scheduled, and 40% thereafter. The fee is based on the gross settlement award for Client's claim.
4. Client is responsible for all necessary costs and expenses without regard to the outcome of the proceedings. A flat fee of \$175 for office expenses (faxing, copying, etc) will be charged in addition to out-of-pocket costs. If the Attorney advances costs or other expenses, Client agrees to reimburse Attorney.
5. In some instances, attorney fees can be charged to and recovered from a defendant, such as, but not limited to, certain claims brought under ORS 20.080 or ORS 742.061. If a defendant must pay Client's attorney fees, and a new fee agreement between client and Attorney is executed, Attorney's representation will relate back to the date Client first agreed to employ Attorney for the underlying damages claim.
6. Any attorney fee collected from a defendant pursuant to paragraph 5 will be credited towards Client's contingency fee (as calculated under paragraph 3). Attorney is entitled to the greater of the contingency fee or court-awarded fee.
7. Attorney will, in the absence of exigent circumstances, obtain Client's authority before filing a lawsuit.
8. Attorney is authorized to associate with, at his expense, other attorneys to assist in the case.
9. Attorney is expressly authorized to pay Client's outstanding medical bills from any settlement.
10. Client will cooperate with Attorney in obtaining witnesses and evidence and will keep Attorney advised at all times of Client's current contact information such as address, phone number, and email. Failure to keep Attorney so advised will be grounds for attorney to withdraw at any time or accept a reasonable offer on behalf of Client.
11. Client agrees to notify attorney of any of the following: if: A) client filed a bankruptcy within the 5 year period prior to settling the case; B) if client files a bankruptcy at any time during

attorney's representation of client; C) if client is or becomes eligible for Medicare benefits or applies for social security disability; or D) if Client becomes aware of any liens against client's settlement.

12. Client has a right to rescind this Agreement by delivering written notice of cancellation to Attorney within 24 hours. If Client should later terminate the Attorney's services it is understood that the Attorney shall be entitled to be paid at a reasonable rate for his time and that of his staff.

13. Attorney will maintain electronic copies of Client's file for ten years. Should client wish to retain any physical document, client must notify Attorney of such when client gives Attorney the document(s). Client should provide copies of any original document(s) to attorney and retain the original document(s).

14. Attorney may withdraw at any time if in the Attorney's opinion it would not be profitable to the Client by giving reasonable written notice to the Client.

15. All offers of settlement received by Attorney will be communicated to Client. Client must approve any settlement.

### **Oregon State Bar Approved Explanation of Contingent Fee Agreement**

1. We agree to handle your case.
2. If we handle your case to completion and do not recover any money for you, you do not need to pay us for our services.
3. If we handle your case to completion and recovery money for you, you must pay us for our services.
4. If we advance any money for filing fees, witness fees, doctor's reports, court reporter services, or other expenses on your behalf, you must repay us whether the case is won or not.
5. You may cancel the Contingent Fee Agreement by notifying us in writing within 24 hours after you sign it.
6. If you cancel the agreement within the 24 hour period, you will have no obligation to us. If our services are terminated after the 24 hour period, we will have a claim against you for services provided up to the time of the termination.

I have read the forgoing explanation before I signed the Attorney Client Contingent Fee Agreement with Attorney.

**Electronic signature.** By signing electronically, client agrees to be bound by the terms of this agreement, and client acknowledges they have been provided a separate copy of this agreement for their records.