

CONTINGENT FEE AGREEMENT

The Client, _____, retains Attorney Paul Zarlengo to perform the legal services mentioned in paragraph (1) below. The attorney agrees to perform them faithfully and with due diligence.

- (1) The claim, controversy, and other matters with reference to which the services are to be performed are:

- (2) The contingency upon which compensation is to be paid is:

33 %

- (3) The client is not to be liable to pay compensation otherwise than from amounts collected for the client by the attorney, except as follows:

- (4) The client will pay the attorney (including associated counsel) 33 % percent of the gross amount collected. "Gross amount collected" means the amount collected before any subtraction of expenses and disbursements.
- (5) Costs and attorneys' fees awarded to an opposing party against the client before completion will be paid by the client when awarded. Any award of costs or attorneys' fees, regardless of when awarded, will be subtracted from the amount collected before computing the amount of the contingent fee under this agreement.
- (6) If for any reason this contract is found to be void, then the attorney shall have the rights to seek recovery of a reasonable fee pursuant to the legal theories of *Quantum Meruit*, *unjust enrichment* or any other equitable right to recovery of a fee based upon the value of services in relation to the outcome or attorney's current hourly fee of \$150.00 per hour.
- (7) The client is in any event to be liable for his reasonable expenses and disbursements. Such expenses and disbursements are estimated to be \$_____ Authority is given to the attorney to incur expenses and make disbursements up to a maximum of \$_____ which limitation will not be exceeded without the client's further written authority. The client will reimburse the attorney for such expenditures upon receipt of a billing.
- (8) The client authorizes the attorney to pay from the amount collected the following: all physicians, hospitals, subrogation, and liens, etc. Any amounts so paid will

not be subtracted from the amount collected before computing the amount of the contingent fee under this agreement.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT

Witness

Client
Dated:_____

Witness

Client
Dated:_____

Witness

PAUL ZARLENGO
Dated:_____

DISCLOSURE STATEMENT

Type of Attorney Fee Agreements:

I have been informed and understand that there are several types of attorney fee arrangements: (1) time based, (2) fixed, or (3) contingent. “Time based” means a fee that is determined by the amount of time involved such as so much per hour, day or week. “fixed” means a fee that is based on an agreed amount regardless of the time or effort involved or the result obtained. “Contingent” means a certain agreed percentage or amount that is payable only upon attaining a recovery regardless of the time or effort involved. I understand that I have the right to choose the type of attorney fee agreement.

Specially Awarded Attorney Fees:

I have been informed and understand that the court or an arbitrator may sometimes award attorney fees in addition to the amount or recovery being claimed. I understand that the fee agreement I enter into with my attorney should contain a provision as to how any specially awarded attorney fees will be accounted for and handled.

Expenses:

I have been informed and understand that there may be expenses (aside from any attorney fee) in pursuing my claim. Examples of such expenses are: fees payable to the court, the cost of serving process, fees charged by expert witnesses, fees of investigators, fees of court reporters to take and prepare transcripts of depositions, and expenses involved in preparing exhibits. I understand that an attorney is required to provide me with an estimate of such expenses before I enter into an attorney fee agreement and that my attorney fee agreement should include a provision as to how and when such expenses will be paid. I understand that the fee agreement should tell me whether a fee payable from the proceeds of the amount collected on my behalf will be based on the “net” or “gross” recovery. “Net recovery” means the amount remaining after expenses and deductions. “Gross recovery” means the total of the expenses to handle my case before any deductions. The estimated amount of the expenses to handle my case will be set forth in the contingent fee agreement.

The Potential of Costs and Attorney’s Fees Being Awarded to the Opposing Party:

I have been informed and understand that a court of arbitrator sometimes award costs and attorney fees to the opposing party. I have been informed that understand that should that happen in my case, I will be responsible to pay such award. I understand that the fee agreement I enter into with my attorney should provide whether an award against me will be paid out of the proceeds of any amount collected on my behalf. I also understand that the agreement should provide whether the fee I am obligated to pay my attorney will be based on the amount of recovery before or after payment of the awarded costs and attorney fees to an opposing party.

Associated Counsel:

I have been informed and understand that my attorney may sometimes hire another attorney to assist in the handling of a case. That other attorney is called an “associated counsel.” I understand that the attorney fee agreement should tell me how the fees of associated counsel will be handled.

Subrogation:

I have been informed and understand that other persons or entities may have a subrogation right in what I recover in pursuing my claim. “Subrogation” means the right to be paid back. I understand that the subrogation right may arise in various ways such as when an insurer or federal or state agency pays money to or on behalf of a claiming party like me in situations such as medicare, medicaid, worker’s compensation, medical/health insurance, no-fault insurance, uninsured/underinsured motorist, and property insurance situations. I understand that sometimes a hospital, physician or an attorney will assert a “lien” (a priority right) on a claim such as the one I am pursuing. Subrogation rights and liens need to be considered and provided for in the fee agreement I reach with my attorney. The fee agreement should tell me whether the subrogation right or lien is being paid by my attorney or out of the proceeds of the recovery made on my behalf and whether the fee I am obligated to pay my attorney will be based on the amount of recovery before or after payment of the subrogation right or lien.

I acknowledge that I received a copy of this Disclosure Statement and read it this _____ day of _____, 200__.

Client