CONTINGENT FEE AGREEMENT

THIS AGREEMENT is made between CLIENT NAME (Client), and ATTORNEY NAME (Attorney).

Client wants to bring an action against DEFENDANT NAME (Defendant) for damages arising out of a(n) INCIDENT on DOI, and has agreed to employ Attorney to bring the action and prosecute it to final judgment and collection or other settlement satisfactory to Client; and, Attorney has consented to accept employment;

In consideration of the services already rendered and to be rendered by Attorney in connection with the matter, Client agrees to pay Attorney (“Attorney’s Fee”):

If the case is not prepared for trial or tried, 35% of the total amount recovered (the case will be considered prepared for trial if settled within 10 days of the trial setting); if the case is prepared for trial or tried, 42% of the total amount recovered; and if the case is appealed or otherwise brought before an appellate tribunal, 50% of the total amount recovered.

The amount finally recovered upon which the percentage fee is calculated is the combined total of all damages, costs, and/or fees, recovered, including any attorney’s fee recovered pursuant to statutory authority.

In the event a structured settlement is proposed, Attorney may, but shall not be required to, take his fee in structured form but shall be entitled to the appropriate percentage of the present value of the settlement, at the time the settlement is made.

Client agrees to pay all expenses of pursuing the claim. “Legal Expense” does NOT mean client’s medical bills or medical lien or subrogation claims. Client is responsible for paying, out of Client’s portion, all medical bills, liens, and subrogation claims. In no event will the Attorney’s fee exceed 50% of the net recovery. In the event no recovery is made, the Client will owe no Attorney’s Fee or legal expenses, but will be responsible for any award made for the Defendant’s costs or attorney’s fee.

Attorney will diligently institute and prosecute the action to final determination and make all reasonable efforts to collect any judgment rendered in Client’s favor; he will promptly communicate to Client any settlement offer; and, in the event of a judgment unfavorable to Client, he will, if reasonable grounds exist, appeal the case to the Oklahoma Supreme Court.

Should Attorney conclude at any point that continued pursuit of the claim would violate Federal Rule of Civil Procedure 11, 12 O.S.§2011 or any similar statute or rule relating to pursuit of groundless suit, Attorney reserves the right to withdraw from representation.

Signed this \_\_\_ day of MONTH, 2020.

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CLIENT NAME, Client ATTORNEY NAME, Attorney