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**ATTORNEY CONSULTATION AND FEE CONTRACT  
FOR CONTINGENCY CASES**

THIS FEE CONTRACT FOR CONTINGENCY CASES ("Contract") is made on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ in Pensacola. Escambia County, Florida between \_\_\_\_\_, hereinafter referred to as "Client", and Attorney \_\_\_\_\_ and **THE FARRAR LAW FIRM**, of Pensacola, Escambia County, Florida, hereinafter referred to as "Attorney":

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 Client hereby retains and employs Attorney to sue for and recover all damages and compensation to which Client may be entitled as well as to compromise and settle all claims described below:

\_\_\_\_\_  
\_\_\_\_\_

**II. ATTORNEY'S FEES AND EXPENSES**

2.01 In consideration of services rendered and to be rendered by Attorney, Client hereby agrees to pay to Attorney the following amounts on any settlements, monies, judgments or other considerations which have or may be paid on this legal matter:

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% percent of any recovery up to \$1 million; plus
2. 33% percent of any portion of the recovery between \$1 million and \$2 million; plus
3. 33% percent 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. 33% percent of any recovery up to \$1 million; plus
2. 33% percent of any portion of the recovery between \$1 million and \$2 million; plus
3. 33% percent 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% percent of any recovery up to \$1 million; plus
2. 33% percent of any portion of the recovery between \$1 million and \$2 million; plus
3. 33% percent 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.

e. Unless waived, in any medical liability claim involving a contingency fee, the claimant is entitled to receive no less than 70% of the first \$250,000.00 of all damages received by the claimant, exclusive of reasonable and customary costs, whether received by judgment, settlement, or otherwise, and regardless of the number of defendants. The claimant is entitled to 90% of all damages in excess of \$250,000.00, exclusive of reasonable and customary costs and regardless of the number of defendants.

It is agreed and understood that if the amount of attorney's fees on this claim or cause of action are regulated or governed by law, and that law precludes any other fee arrangement other than the amount set by the law or regulation, then the amount payable hereunder to said Attorney shall be limited to the maximum so allowed by law.

2.02 Client agrees to deposit a non-refundable retainer of \$ -0- with Attorney to pay for Attorney's initial research, review and preparation of Client's case.

2.03 Client agrees to deposit with Attorney an expense deposit in the amount of \$ -0-, which shall be deposited in a Trust Account of Attorney to be drawn against as expenses accrue.

2.04 At the time of each billing by Attorney, the amount of [legal services and expenses/legal services/expenses] billed by Attorney shall be disbursed from the Trust Account to the Operating Account of Attorney.

a. Each billing will reflect the [retainer description] and the deposit necessary to cover the estimated [legal services and expenses/legal services/expenses] for the next billing period.

b. Client agrees to make such additional deposits for [legal services and expenses/legal services/expenses] as are required by Attorney within \_\_\_\_\_ from the statement's date.

c. Unpaid [legal services and expenses/legal services/expenses], if not paid within \_\_\_\_\_ from the statement's date, shall bear interest at the rate of \_\_\_\_\_ percent per annum until paid.

2.05 Should it become advisable to refer this matter or any part of this matter to, or associate or consult with, another attorney or law firm of established competence in the matter at issue, Attorney will provide Client with information regarding any division of fee arrangement. The information on the division of fee arrangement will include (a) the identity of all lawyers or law firms who will participate in the referral, association or consultation, (b) the basis upon which the fees will be divided among the other lawyers, law firms and Attorney, and (c) the share of the fee that each lawyer or law firm will receive, or the basis upon which the division will be made. Attorney will ask Client to consent to the terms of the division of fee arrangement in writing before the referral, association or consultation is made.

### **III. APPROVAL NECESSARY FOR SETTLEMENT**

3.01 Attorney is hereby authorized to enter into any and all settlement negotiations on behalf of those whom Attorney represents as Attorney deems appropriate. This includes, but is not limited to, Attorney's prerogative to pursue cash or structured payment settlement negotiations.

3.02 In the event Attorney enters into cash or structured settlement negotiations, Attorney is authorized to negotiate on Client's behalf a settlement based upon the present value benefit of said settlement to Client.

3.03 The present value benefit shall be determined by applying the appropriate discount rates that consider the after-tax benefits of the negotiated structured settlement to Client.

3.04 In the event that the case is settled by way of structured settlement, Client hereby approves and authorizes Attorney's fees based upon the present value benefit of the settlement to Client.

3.05 Client further authorizes Attorney to take Attorney's fee either in cash or in structured payments as Attorney deems appropriate.

3.06 Client further hereby authorizes Attorney to retain structured settlement specialists to assist in evaluating the efficiency and benefits of such a settlement.

3.07 Attorney is not required to retain such specialists but is authorized to employ the same. The fees for such specialists and their services will be deducted from the monies received, if any, in the settlement as an expense of litigation.

Client hereby grants unto Attorney a power of attorney to handle negotiations and settlement discussions regarding the obtaining of possession of any and all monies or other things of value subject of the matter due to Client under this claim as fully as Client could do so in person.

a. This expressly includes the right to sign Client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to Attorney and Client, Attorney, or to Client without the joinder of Attorney, submitted to Attorney on behalf of Client in full or partial settlement of this case.

b. This limited power of attorney further authorizes Attorney to place these monies, referred to above, in Attorney's trust account and from that trust account, make distributions and payments to Attorney for the agreed to fee stated above, reimbursement to Attorney for any and all expenses incurred by Attorney in handling this case, payments to Client of Client's interest in the monies recovered as stated above, and payments to parties other than Client and Attorney for their services performed, fees charged or bills rendered in connection with representing Client, including but not limited to medical bills, court reporter fees, deposition fees, investigative services, costs of exhibits or other special expenses incurred by Attorney on behalf of Client.

\_\_\_\_\_ No settlement of any nature shall be made for any of the aforesaid claims or profits of Client without the complete approval of Client, nor shall Client obtain any settlement on the aforesaid claims without the complete approval of Attorney.

\_\_\_\_\_ Attorney is hereby granted a limited power of attorney so that Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation including settlement and/or reduce to possession any and all monies or other things of value due to Client under this claim as fully as Client could do so in person.

#### **IV. REPRESENTATIONS**

4.01 It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to Client by Attorney. Attorney has not represented to Client that Client will recover all or any of the funds so desired. Client also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to Client, except for those set out in this Contract.

#### **V. DEDUCTION OF EXPENSES**

5.01 All reasonable expenses incurred by Attorney in the handling of this project shall be deducted from the gross settlement proceeds at the time the case is settled or resolved, and [after /before] the contingent fee is calculated.

5.02 The expenses contemplated above, include but are not limited to any and all out-of-pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone and fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road and mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

## **VI. COOPERATION OF CLIENT**

6.01 Client shall keep Attorney advised of Client's whereabouts at all times, and provide Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required, and shall comply with all reasonable requests of Attorney in connection with the preparation and presentation of the aforesaid representation.

6.02 Attorney may, at Attorney's option, withdraw from the case and cease to represent Client for any reason, including without limitation Client's failure to timely pay fees and expenses or deposits for same in accordance with this Contract, subject to the professional responsibility requirements to which attorneys are subject.

It is further understood and agreed between the parties that upon such termination of any services of Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

## **VII. FLORIDA LAW TO APPLY**

7.01 This Contract shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Contract shall be Pensacola, Escambia County, Florida.

## **VIII. PARTIES BOUND**

8.01 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

## **IX. LEGAL CONSTRUCTION**

9.01 In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **X. PRIOR AGREEMENTS SUPERSEDED**

10.01 This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

## **XI. RESOLUTION OF FEE DISPUTES BY ARBITRATION**

11.01 Any controversy or claim arising out of or relating to a fee charged pursuant to this Contract shall be settled by arbitration under the fee arbitration rule of the Rules Regulating The Florida Bar, Chapter 682, Florida Statutes. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

### **TAX DISCLOSURE AND ACKNOWLEDGMENT:**

**CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE UNDERSIGNED FARRAR LAW FIRM; HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.**

**FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.**

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 refer to while being represented by the undersigned attorney.

This Contract may be canceled by written notification to Attorney at any time within three (3) business days of the date the Contract was signed, as shown below, and if canceled Client shall not be obligated to pay any fees to Attorney for the work performed during that time. If Attorney has advanced funds to others in representation of Client, Attorney is entitled to be reimbursed for

such amounts as the attorney has reasonably advanced on behalf of Client.

I further certify and acknowledge that I, \_\_\_\_\_, have read this Contract, and that I, \_\_\_\_\_, have voluntarily entered into this Contract fully aware of its terms and conditions.

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**GREGORY P. FARRAR**  
Florida Bar No: 708860  
**THE FARRAR LAW FIRM**  
109 N. Palafox Street  
Pensacola, FL 32502  
Tel: (850) 434-8904  
Fax: (850) 434-8922

Counsel agrees to assume joint legal responsibility to \_\_\_\_\_ for the performance of services under this Consultation and Fee Agreement with each other counsel signing this agreement as if counsel was a partner of the other counsel.

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### **STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES**

Before you, the prospective client, arrange a contingent 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 requirement 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 or percentage as in any other contract. If you do not reach an agreement with one (1) lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you 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 3 business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. 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 3-day period, you 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 the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer 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, the lawyer 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 (1) lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your 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 that 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 has or will be 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 the possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses 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 the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm 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 the 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 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 850/561-5600, 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, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regarding Regulating The Florida Bar) be included in your fee contract.

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**GREGORY P. FARRAR**  
Florida Bar No: 708860  
THE FARRAR LAW FIRM  
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Pensacola, FL 32502  
Tel.: (850) 434-8904  
Fax: (850) 434-8922

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**CAROLYN GRAMLICH**

Florida Bar No: \_\_\_\_\_

**THE FARRAR LAW FIRM**

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