



**Anna Handy**  
LAW FIRM, P.A.

Serving Palm Coast, Daytona Beach, Deland

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## PERSONAL INJURY CONTINGENCY FEE RETAINER AGREEMENT

I, \_\_\_\_\_, the undersigned client, (hereinafter “Client”), do hereby retain and employ the law firm of Anna Handy Law Firm, P.A., (hereinafter “Attorney”) as my attorney to represent me in my claim resulting from an incident that occurred on \_\_\_\_\_ at \_\_\_\_\_.

### I. ATTORNEY FEES

Under the Contingency Agreement, as compensation for the Attorney’s services, I agree to pay the Attorney out of the total proceeds of any recovery the following fees:

- 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 the action:
  - i. 25% of any recovery up to \$2 million; plus
  - ii. 20% of any portion of the recovery above \$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 the action, through the entry of judgment:
  - i. 25% of any recovery up to \$2 million; plus
  - ii. 20% of any portion of the recovery above \$2 million.
  
- C. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
  - i. 25% of any recovery up to \$1 million; plus
  - ii. 20% of any portion of the recovery between \$1 million and \$2 million; plus
  - iii. 15% of any portion of the recovery exceeding \$2 million.
  
- D. An additional 5% of any recovery after institution of any appellate proceeding or post judgment relief or action is required for recovery on the judgment.
  
- E. In the event that fees are recovered in this action from any adverse party, then it is expressly understood that this contract is not to be construed in any way as a limitation on the maximum reasonable fee to be awarded to the Attorney by the court. Any fees

awarded by the court will be credited against the sums due from the Client. Any excess awarded by the court would be retained by the attorney. It is also agreed that any award of fees will be applied to reduce the fees owed by the Client under this retainer. Any court-awarded fees against any insurance company will be sought based upon the Attorney's hourly rate of not less than \$350.00.

- F. If any statute provides for an attorney's fee less than the amount provided herein, the attorney's fee shall be as provided in that statute.

## II. COSTS

The Attorney may advance costs to prosecute the Client's matter as the Attorney deems reasonable and necessary. In the event of recovery, if the Attorney has advanced funds to others in representation of the Client, including an administrative fee of \$200, the lawyer is entitled to be reimbursed for amounts that the Attorney has reasonably advanced on behalf of the Client.

These costs may include but shall not be limited to fees for private investigators, expert witnesses, court reporter transcripts, videotaping services, travel expenses for the attorneys, investigators and witnesses, filing fees, computer assisted research such as Westlaw or Lexis, and any other expenses that the attorneys consider reasonable and necessary for the proper representation of this action.

The Client hereby authorizes the Attorney to deduct said amount from all money collected on Client's behalf. The Attorney's contingency fee percentage compensation shall be calculated on the gross recovery before the deduction of costs and expenses.

## III. MEDICAL BILLS

The Attorney is authorized and directed to pay from any recovery made all reasonable and necessary medical bills which are incurred as a result of this injury/accident not covered by insurance payments.

## IV. SCOPE OF REPRESENTATION

Under this retainer agreement, the Attorney will provide all services related to the personal injury matter of the Client. If the Client requires representation on other legal issues related to but not a part of the personal injury or wrongful death matter, such as probate or guardianship matters; collection of any judgment or any settlement amount beyond the limits of any applicable insurance coverage; appellate matters, resolution of liens or subrogation claims beyond the identification, negotiation and disbursement of liens that are negotiable, such services will not be covered under this retainer agreement.

The Attorney may agree to provide representation for such non-personal injury matters, in which case the Client will be required to sign a separate retainer agreement, or the Attorney may refer the Client to another attorney or hire another attorney to handle such matters. Any fees and costs for all non-personal injury law matters will become a cost or expense in addition to the Attorney's compensation set forth under this retainer agreement.

## V. EXCLUSIVITY OF REPRESENTATION

The Attorney agrees to make no compromise or settlement in this matter without the approval of the Client as to the specific settlement or compromise. The undersigned client agrees to make no compromise or settlement in this matter without the approval of the Attorney and to notify the Attorney whenever an offer of settlement or compromise is received by the Client.

## VI. CLIENT'S RIGHT TO CANCEL

This contract may be cancelled by written notification to the Attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the Client is not 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 amounts that the Attorney has reasonably advanced on behalf of the Client. In the event the Attorney is discharged from representation, these costs and expenses shall be immediately reimbursed upon request.

If, after 3 days, the Client discharges the Attorney for any reason, the Attorney is entitled to compensation for the reasonable value of the services rendered to the Client and for all costs incurred prior to the date of the discharge.

If the Client discharges the Attorney after settlement of the case, then the Attorney is entitled to the contingency fees as outlined in this agreement.

## VII. ATTORNEY'S RIGHT WITHDRAW

The Attorney has the right to withdraw from representation of the Client if the Client fails to cooperate with Attorney on a timely basis, has misrepresented or failed to disclose material facts to the Attorney, or due to other misconduct of the Client; or if the Attorney disagrees about the course of action that should be pursued or determines that it is not feasible or desirable to prosecute further, or for any reason as determined by the Attorney.

If the Attorney's withdrawal is ethically required by the Florida Bar Rules of Professional Conduct, the Attorney is entitled to compensation for the reasonable value of the services rendered to the Client and for all costs incurred prior to the date of the withdrawal.

## VIII. ATTORNEY LIEN FOR FEES AND COSTS

If the Attorney is entitled to fees and costs under this retainer agreement, the Attorney has the right to file a lien against any settlement or judgment for such reasonable fees and costs. The Attorney shall have a general lien, in addition to any statutory lien, upon the Client's cause of action, claim or counterclaim which shall attach to a final recovery in the Client's favor, and to proceeds thereof in whatever hands they may become.

## IX. REPRESENTATIONS

The Client acknowledges that the Attorney has made no promises to the Client as to the outcome of the case except that the Attorney has promised to render her best professional

skill and judgment in representing the Client.

X. CO-COUNSEL

The Client authorizes the Attorney, in the Attorney's discretion, to retain the services of co-counsel to assist with litigation of this case. The co-counsel shall be subject to the terms of this retainer agreement, and both the Attorney and the co-counsel will be assume joint legal responsibility for the representation and will be available for consultation with the Client.

If co-counsel is retained, the contingency attorney fee under this retainer agreement will be divided with co-counsel either in proportion to the services performed by each lawyer or by a written agreement with the Client.

XI. NO RECOVERY – NO FEES OR COSTS

In the event of no recovery is made by settlement, lawsuit, or otherwise, the client shall owe the Attorney nothing for any attorney's fees or costs incurred by the Attorney in representation under this retainer agreement.

XII. STATEMENT OF CLIENT'S RIGHTS

The Client acknowledges that the Client has, before signing this retainer agreement, received and read the Statement of Client's Rights and understood each of the rights set forth therein. The Client also acknowledges that the Client has signed the statement and received a signed copy to refer to while being represented by the Sttorney.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CLIENT (PRINT NAME)

\_\_\_\_\_  
CLIENT'S SIGNATURE

\_\_\_\_\_  
ANNA HANDY LAW FIRM, P.A.

## STATEMENT OF CLIENT'S 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 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 lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing, and you have (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 three-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 you 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 represent you, at least one lawyer from each law firm must sign the 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 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 interests 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 the 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 the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case to sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case progresses 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 the 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 the disagreement. Usually, fee disputes must be handled in a separate lawsuit.

CLIENT: \_\_\_\_\_

ANNA HANDY LAW FIRM, P.A.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Representative