

Contingent Fee Agreement

I employ Fonvielle Lewis Foote & Messer as my attorneys to represent me in my claim for damages arising out of:

Date of Incident: _____

I. CONTINGENT FEE

As compensation for their services, the client agrees to pay the attorneys the following fee based upon the total recovery:

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 time period provided for such action:

- 1) 33-1/3% of any recovery up to \$1 million; plus
- 2) 30% of any portion of the recovery between \$1 million and \$2 million; plus
- 3) 20% 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) 40% of any recovery up to \$1 million; plus
- 2) 30% of any recovery between \$1 million and \$2 million; plus
- 3) 20% 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) 33-1/3% of any recovery up to \$1 million; plus
- 2) 20% of any portion of the recovery between \$1 million and \$2 million; plus
- 3) 15% of any portion of the recovery exceeding \$2 million; and

D) An additional 5% of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

E) If the case is settled by periodic payments, the contingent fee percentage will be calculated on the cost of the structured settlement or, if the cost is unknown, on the present money value of the structured settlement. Attorneys' fees shall be paid in a lump sum at the time of settlement.

F) In the event that fees are recovered in this action from any adverse party, this contract is not to be construed as a limitation on the maximum reasonable fee to be awarded to the attorneys by the Court. If fees are paid by the defendant, the attorneys will be paid the greater of the amount paid by the defendant or the appropriate percentage of the total gross recovery, including fees.

G) If recovery is made from a governmental agency and the attorneys' fee is limited by law as it relates to that specific recovery, it is understood the attorneys' fee shall be no more than the amount provided by law.

H) In cases involving a claim for wrongful death, injury to a minor child or for someone otherwise incapacitated, the law may require that a probate or guardianship proceeding be filed. Legal services for probate and guardianship proceedings are not included within the terms of this contingency agreement. If necessary, such services will be arranged and if paid for by the attorneys the expense will be treated as a cost advanced.

The payment of an attorneys' fee is contingent upon a recovery being obtained. If no recovery is made, the client owes nothing for attorneys' fees.

II. COSTS

Fonvielle Lewis Foote & Messer agrees to advance the payment of costs reasonably necessary to prepare the case until a recovery is obtained. The client agrees to reimburse all costs incurred if a recovery is obtained. "Costs" include filing fees, witness fees, expert witness costs, travel expenses, telephone charges, copying charges, fax charges, deposition costs, investigator costs and time, messenger charges, mediation expenses, computer research fees, medical or nursing consultations, and all out-of-pocket expenses

incurred on the client's behalf. For efficiency, we often use our own airplane when traveling out of town. These charges will be billed at our actual hourly cost.

Costs advanced will accrue interest at approximately the rate charged by the bank to Fonvielle Lewis Foote & Messer.

The repayment of costs is contingent upon a recovery being obtained. If no recovery is made, the client owes nothing for costs.

III. TERMINATION

The contract may be canceled by written notification to the attorneys at any time within three business days of the date the contract was signed, as shown in this contract. If properly canceled the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in representation of the client, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

If the client terminates this agreement after three business days but before a judgment or settlement agreement has been reached or the contingency fee otherwise vested, the client will be obligated to immediately pay all costs and expenses incurred by the attorneys, and must, in addition, pay from the proceeds of any recovery the reasonable value of services provided by the firm.

The attorneys reserve the right to withdraw from the case.

IV. ARBITRATION OF FEE DISPUTE

If the client has any questions regarding a billing statement or any dispute regarding a fee, and if the attorneys cannot to the client's satisfaction resolve the problem, the attorneys and client agree to submit any and all fee disputes to The Florida Bar Arbitration Program for fee arbitration to be conducted pursuant to Chapter 14 of the Rules Regulating The Florida Bar and Chapter 682, Florida Statutes. Information concerning the fee arbitration program can be obtained by contacting The Florida Bar at (850) 561-5600.

V. STATEMENT OF RIGHTS

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 keep and to refer to while being represented by the undersigned attorneys.

If two law firms are named above, the client agrees that the attorneys' fee will be shared between the firms. Both firms are available and responsible to the client for consultation. The association of these firms has been discussed and approved by the client.

Upon conclusion of the claim, Fonvielle Lewis Foote & Messer will provide the client with a closing statement listing all the financial details of the case, including the amount recovered, all expenses and a precise statement of attorneys' fees.

VI. SIGNATURE OF THE PARTIES

I agree to employ the above-named attorneys. This contract contains our entire agreement and is not valid unless signed by both parties.

Date: _____

Client

Client

Employment is accepted on the foregoing terms.

FONVIELLE LEWIS FOOTE & MESSER

Date: _____

By: _____