

LAW OFFICE OF
KEITH L. MAGNESS
A LIMITED LIABILITY COMPANY
901 DERBIGNY STREET
GRETNA, LOUISIANA 70053
ATTORNEY AT LAW - NOTARY PUBLIC

Keith L. Magness, Esq.
klm@magnesslaw.com
Voice: (504) 264-5587
Fax: (504) 264-5580

Our File: _____

Fee Agreement and Authority to Represent (Contingency-Car Accident)

I, _____, the undersigned client (hereinafter referred to as “I,” “me” or the “Client”), do hereby retain and employ Keith L. Magness and the Law Office of Keith L. Magness, LLC (hereinafter referred to as “Attorney”), as my Attorney to represent me in connection with the following matter:

Prosecution of _____ claims relating to an automobile accident occurring on or about _____ in _____ Parish, Louisiana.

It is understood and agreed that this representation does not cover any services following trial, and if a Motion for New Trial and/or other appellate work are necessary, such representation shall be subject to a separate and/or revised Fee Agreement.

This claim is not in litigation, and I specifically authorize Attorney to undertake negotiations and/or file suit or institute legal proceedings necessary on my behalf. As used herein, the term “suit” includes, where applicable, the institution of proceedings to impanel a medical review panel. I further authorize Attorney to retain and employ, at my expense, the services of any experts, including physicians and doctors, as well as the services of other outside contractors, as Attorney deems necessary or expedient in representing my interests. I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the combined fee of Attorney and all other attorneys shall be limited as set forth herein below.

1. ATTORNEY’S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Contingency Fee

Attorney shall receive the following percentage of the amount recovered before the deduction of costs and expenses as set forth in Section 2 herein:

30% in the event of settlement before suit is filed.

37% in the event the claim is resolved after suit is filed.

It is understood and agreed that this employment is upon a contingency fee basis and, if no recovery is made, I will not be indebted to my Attorney for any sum whatsoever **as Attorney's Fees**.

I understand that Attorney and his firm share facilities with other attorneys. I understand that Attorney and the other attorneys in Attorney's building are not in a partnership or in the same firm.

I also understand that Attorney does not give advice on tax consequences in any matter, including but not limited to in connection with any settlement. I acknowledge that Attorney has advised me to confer with a tax attorney or Certified Public Accountant to determine the tax consequences of any proposed action prior to settlement or trial.

2. COSTS AND EXPENSES. In addition to paying Attorney's fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. In the event of recovery, costs and expenses shall be paid out of my share of the recovery. These costs may include (but are not limited to) the following: \$95.00 file setup and maintenance fee, Quickliens.com fees for Medicare/Medicaid/healthcare insurance lien research and/or negotiation (typical lien research charges: \$350.00 for Medicare Part A/B liens, \$100.00 for Medicare Part C/D liens, \$100.00 for State Medicaid and Healthcare/ERISA insurance liens), costs to obtain copies of medical, tax, employment or other records in support of my claim, to include service charges of Request-A-Record, Attorney's record retrieval service of choice, online research costs, long distance telephone calls, third-party photocopying, overnight/certified mail or postage, delivery charges, deposition fees, expert fees, subpoena costs, court costs, filing fees, sheriff and service fees, and travel or investigation expenses. It is understood that Attorney assumes no obligation to pay Client's medical expenses.

I acknowledge the costs and expenses required in prosecuting my claim/case may be either advanced by me or by Attorney. If I elect to advance the money for costs and expenses required in prosecuting my claim/case, I understand I must pay each cost and expense as it is incurred. If I elect to have Attorney advance the money for costs and expenses required in prosecuting my claim/case, I understand said money for claim/case costs may be borrowed by Attorney from a third-party lender and at present Attorney has a line of credit with MidSouth Bank who charges Attorney an interest rate of Wall Street Journal Prime plus 4% with a 10% floor for all such monies borrowed. I understand statements related to any sums borrowed by Attorney in connection with my case/claim are available upon request, and I may pre-pay at any time. At the conclusion of my claim/case, all such monies, including principal, interest and costs related to such advances shall be reimbursed to Attorney by me out of my share of any recovery.

With this understanding, I elect to have Attorney advance the money for costs and expenses required in prosecuting my claim/case. I do not want to be billed for each disbursement as incurred, and understand I am entitled to receive a notice of interest rates, statements and pre-payment payoff figures. I agree to reimburse Attorney for all principal, interest and costs related to such advances out of my share of any recovery.

Client's Initials

3. NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. Attorney has advised me that litigation in general is risky, can take a long time, and can be very costly and frustrating. I further acknowledge that Attorney shall have the right to withdraw representation if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.

4. STATUTORY ATTORNEY'S FEES. In the event of recovery under the provisions of the Longshore and Harbor Workers' Compensation Act, or under Louisiana Workman's Compensation laws, or under any other laws which specify attorney's fees to be paid, then Attorney's fees shall be paid in accordance with the maximum allowed by law.

5. PRIVILEGE FOR FEES. I understand and agree that this contract is intended to and does hereby assign, transfer, set over and deliver unto Attorney as the fee for representing me, an interest in the claims, proceeds or any recovery therefrom under the terms and conditions above, in accordance with the provisions of Louisiana Revised Statute § 37:218, that Attorney shall have a privilege afforded by Louisiana Revised Statute § 9:5001, and that neither Attorney nor Client shall, without the written consent of the other, settle, compromise, release, discontinue or otherwise dispose of the suit or claim.

6. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or disagreement arising out of or related to this fee agreement, including claims of legal malpractice, Attorney and Client agree to submit such dispute or disagreement to binding arbitration. If the source of the dispute relates to the amount of Attorney's fees, costs or other compensation or remuneration due to Attorney under this agreement, such arbitration shall be referred to and administered by the Louisiana State Bar Association Legal Fee Dispute Resolution Program.

NOTICE: By initialing in the space below, you are agreeing to have any dispute included in the "Alternative Dispute Resolution" decided by neutral binding arbitration as provided by Louisiana Arbitration Law; and you are giving up your right to have the dispute decided in a court or jury trial. By initialing in the space below, you are also giving up your rights to the broad scope of discovery pursuant to Louisiana and Federal Rules of Civil Procedure and the right to appeal. Additionally, by initialing below, you are indicating you understand the possibility of high up-front costs associated with arbitration versus litigation, and that Attorney has recommended and you have been given the opportunity to speak with independent counsel before you sign this agreement. Further, you understand that if you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law. Lastly, Attorney and Client understand that this provision does not prospectively limit Attorney's liability to Client in any way, nor does it impinge upon Client's right to make a disciplinary complaint to the appropriate authorities.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of matters included in the “Alternative Dispute Resolution” provision.

Client’s Initials

Attorney’s Initials

7. LOUISIANA LAW, INTEREST ON OUTSTANDING AMOUNTS AND ATTORNEY’S FEES AND COSTS. This contract shall be governed by Louisiana law without regard to the conflicts of law principles thereof. Should Client fail to remit amounts billed within the timeframe indicated above, Client agrees that interest at a rate of 1% monthly shall apply to all outstanding amounts. Also, should Attorney employ an attorney to collect any outstanding amounts owed and/or to enforce any other covenants within this agreement, Client agrees to pay the reasonable attorney’s fees and costs (filing fees, sheriff charges, deposition/court reporter costs, etc.) incurred by Attorney in connection with said action.

8. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will provide only legal services as previously described above. Attorney will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of his work. You acknowledge that Attorney cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with Attorney, to respond to Attorney’s inquiries and communications promptly, and to provide promptly all information known or available that may be relevant to this engagement. You will provide Attorney with factual information and material as required in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions, and that you are not relying upon Attorney for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that Attorney is not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of Attorney’s professional responsibility, and as long as in Attorney’s judgment it will not substantially injure your position in this matter, Attorney retains control over decisions affecting his reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel, whether to cooperate with opposing counsel in scheduling or similar matters, and whether and how matters should be argued in correspondence, pleadings or to a court or administrative body.

9. TERMINATION OF REPRESENTATION. I understand that this is a contingent fee contract under Louisiana Revised Statute Title 37, Section 218, and Attorney may withdraw on reasonable notice at any time without cause. Additionally, Attorney reserves the right to terminate this agreement for any of the following reasons: (1) I fail to pay fees, costs, advance fee replenishment or trial deposits in accordance with this agreement; (2) I fail to cooperate and comply fully with all

reasonable requests of Attorney in reference to my case; (3) I insist on pursuing an objective that Attorney considers repugnant, illegal or imprudent, or contrary to my legal best interest; (4) I engage in conduct which makes it unreasonably difficult to carry out the purposes of this employment; and (5) any other reason allowed under the Rules of Professional Conduct.

I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination, including time and costs expended to duplicate the file, turn over the file, and withdraw as counsel of record. At the time of any termination in the representation, I understand that I will be given an accounting for all fees, expenses and costs.

10. FILE RETENTION. At the conclusion of this case, Attorney will return all original Client documents to Client. Client understand that all files will be maintained at Attorney's office for a period of 5 years commencing from the date of final disposition of the case, and after this period of time, may be destroyed without prior notice.

11. USE OF CLOUD STORAGE. Attorney is pleased to use cloud storage services such as Dropbox, Clio and/or NetDocuments as its document management and document storage providers. All documents exchanged between you and Attorney during the course of representation may be scanned and stored in a personal and confidential file with a cloud storage provider. All documents will be maintained in a confidential manner in accordance with Attorney's rights and obligations to you as our client. This letter is intended to inform you of Attorney's relationship with such third-party vendors in order to provide full disclosure regarding the location in which your file materials will be stored during the course of this representation. **Your initials below confirms that this information has been disclosed to you and that you have no objection and consent to Attorney's use of cloud storage to include Dropbox, Clio, or NetDocuments for its document management and document storage provider.**

Client's Initials

12. SPECIAL POWER OF ATTORNEY TO ENDORSE CHECKS AND DISBURSE FUNDS. By signing this Agreement, Client specifically grants Attorney the special Power of Attorney to endorse in Client's name any settlement drafts of checks issued in connection with this matter, to receive and demand payment, and to disburse the proceeds in accordance with this Agreement.

13. ADDITIONAL TERMS. Attorney and Client agree to the following additional terms:
None _____

14. ENTIRE AGREEMENT. I have read this Agreement in its entirety and I agree to and understand the conditions set forth herein. I acknowledge there are no other terms or oral agreements between Attorney and Client. This Agreement may not be modified in any way without prior written consent of Attorney and Client. The scope of this Agreement is limited to

the underlying automobile accident only, and specifically excludes any representation for defective vehicle parts or safety defects including but not limited to airbag deployment, fuel safety systems, tire failures, roof crush/rollovers, door failures, airbag failures, or seatbelt malfunctions. If any portion of any paragraph of this Agreement is declared invalid, the remaining portions shall be given full effect.

This agreement is executed by me, the undersigned Client, on this ____ day of _____, 20____.

Client

The foregoing agreement is hereby accepted on this ____ day of _____, 20 ____.

Attorney

Law Office of Keith L. Magness, LLC
By: Keith L. Magness