

## **RETAINER AGREEMENT**

Agreement made between \_\_\_\_\_ the Client, and **KIRBY, KIRBY & KIRBY** of Redondo Beach, California, County of Los Angeles, State of California, herein referred to as the Attorney.

1. Client hereby retains and employs the Attorney to represent the Client in prosecuting and enforcing my legal causes of action arising out of the accident, events and circumstances, which occurred on, or about \_\_\_\_\_. The Client empowers the Attorney to compromise the claim and to file such legal action as may be advisable in the judgment of the attorney.

2. The client shall pay to the attorney, as attorneys fees for such representation, the following percentages of the gross recovery of the claim described herein above: Nineteen point 99/100 percent (19.99%) if the claim is settled prior to filing a lawsuit or Serving a Formal Demand for Insurance Arbitration, Twenty-Five percent (25%) if the claim is settled after filing suit or Demand for Formal Insurance Arbitration, but prior to the Arbitration or Mediation Hearing, Thirty-Three and One Third percent (33 1/3%) if the claim is settled up to two months (60 days) prior to or at any Arbitration or Mediation or Settlement Conference, 40% percent of the Judgment after one Trial or Binding Arbitration Proceeding. If the matter goes to more than one trial or Appeal, the fee is Fifty percent (50%). These percentages are taken before costs and medical liens/bills. These percentages apply to any and all recovery for injury from all sources, including Uninsured Motorist or Underinsured Motorist coverage as well as coverage from the responsible party. **NO PERCENTAGE WILL BE TAKEN FOR SETTLING YOUR PROPERTY DAMAGE CLAIM.**

3. Costs, necessary disbursements and reasonable personal and trial/arbitration expenses incurred by the attorney in advancing the client's cause are to be borne by the client and paid by the client. If the client is unable to pay said necessary and reasonable costs and disbursements, any sums advanced by the attorney shall be reimbursed to the attorney from the gross proceeds of any recovery which reimbursement shall be in addition to the percentage fees stated above. **IF THERE IS NO RECOVERY CLIENT SHALL NOT HAVE TO PAY COSTS ADVANCED BY ATTORNEY.**

4. The attorney is given a lien on the claim or cause of action on any sum **recovered** by way of settlement, and on any judgment that may be recovered for the sum and share mentioned above as his fee. Computation of the amount of the lien will be made after deducting from the amount of recovery and returning the attorney any costs or other expenses advanced by the attorney as herein provided. **IF THERE IS NO RECOVERY CLIENT SHALL NOT HAVE TO PAY COSTS OR FEES ADVANCED BY ATTORNEY.**

5. Attorney and client may employ medical experts to examine client involved in the accident or whose examination might further the prosecution of the client's claim, and other technical experts to examine and report to attorney and client the facts of the accident.

**IF THERE IS NO RECOVERY CLIENT SHALL NOT HAVE TO PAY ANY COSTS OF THESE EXPERTS THAT CLIENT AND ATTORNEY DEEM ARE NECESSARY TO CLIENT'S CASE.**

6. The attorney and client may, employ expert investigators to investigate the facts surrounding the accident. All such experts shall report exclusively to the attorney who will inform client of their investigative report.

7. Fees charged by expert witnesses and investigators may be advanced by the attorney and charged against any recovery on the claim as advanced costs. **IF THERE IS NO RECOVERY CLIENT SHALL NOT HAVE TO PAY COSTS ADVANCED BY ATTORNEY.**

8. The attorney may in his discretion employ associate counsel to assist him in prosecuting the client's claim at the attorney's expense.

9. The attorney may receive the settlement or judgment amount and may retain there from his percentages of attorney's fees pursuant to Section 2. Before dispersing the remainder to the client, he may deduct there from the amount of costs an expenses advances as provided in Sections 3 and 7.

10. The attorney shall be entitled to his full contingent share of any settlement or judgment on the claim for prosecution of which he is hereby retained, even though the client discharges him or obtains a Substitution of Attorney before such settlement is made or judgment is had.

11. The attorney may withdraw or client may terminate attorney from the client's representation in this claim at any time on reasonable notice to either party, provided that in the event of such withdrawal or termination the attorney shall be entitled to a fee for the work that attorney did in the event that there is a recovery.

12. That the client is solely responsible for all medical, hospital and other personal expenses and shall discharge any unpaid medical expenses out of the client's share of the recovery.- The client authorizes the attorney to pay directly from client's share of settlement or recovery any outstanding medical bills and/or liens.

13. If client settles his claim or cause of action without the consent of the attorney, the client will pay the attorney his fee computed in accordance with the terms of this Agreement and based on the final recovery received by the client in his settlement and the client will reimburse the attorney for all advances made pursuant to Sections 3 and 7.

14. The attorney makes no warranties or representations concerning the successful termination of his claim or the favorable outcome of any legal action that may be filed, and the attorney does not warrant or guarantee that he will obtain reimbursement for the client of any of his costs or expenses resulting from the accident out of which the claim arises. Further, in the event the client's claims are defeated at Trial or other proceeding, the client may be liable for the opposing party's costs. All statements of the attorney on these matters are statements of opinion only.

15. Attorney shall maintain client files for a period of five (5) years from the date the file is closed. After five (5) years, the file will be shredded in the ordinary course of Attorneys'

practice. In the alternative, Client may request that the file be delivered to Client at the client's expense.

16. The fee herein is not set by law but negotiable between the attorney and client.

17. In the event that no recovery is obtained on the claim that compromises the subject matter of this Agreement, the attorney will make no charges for his time and services or costs advanced on behalf of client. However, in the event the client's claims are defeated at Trial or other proceeding, the client may be liable for the opposing party's costs.

18. The client hereby gives the attorney the Client's Power of Attorney to execute all documents connected with the claim for the prosecution of which the attorney is retained, including pleadings, contracts, commercial papers, settlement agreements, compromises, and releases and verifications, dismissal, orders and all other documents that the client could properly execute.

19. In the event that extraordinary attorneys fees or sanctions against the opposing party or their attorney are awarded to the attorney by the court the attorney shall be entitled to retain those extraordinary attorneys fees or sanctions against the opposing party or their attorney in addition to the percentage of the recovery called for in this agreement.

20. This Agreement comprises the entire contract between the attorney and client. Any and all disputes that arise out of this contract, the parties agree to resolve through binding Arbitration.

21. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended or delivered at or sent by registered or certified mail to the business address of the person whom it is intended, as specified in this Agreement.

22. The laws of the State of California shall govern the construction and interpretation of this Agreement.

23. Client agrees that, in the event of a loss, the client may be liable for the opposing party's attorney fees, and will be liable for the opposing party's cost as required by law; and

24. That, in the event of a loss, the client may be liable for the opposing party's attorney fees, and will be liable for the opposing party's cost as required by law; and

In witness whereof, the attorney and the client have executed this Agreement at \_\_\_\_\_ the day and year first above written.

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
ATTORNEY

Client acknowledges receipt of a copy of this Agreement.

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