

YOUR FIGHT IS OUR FIGHT

Fee/Retainer Agreement

This Fee/Retainer Agreement is between Gary Wolfstone, hereinafter called Attorney, and [First and Last Name:]_____, hereinafter called Client or Clients, regarding the following motor vehicle collision. [Date, Place of Collision]_____20____.

[We only accept cases where the accident has occurred in the state of Washington]

Client understands Attorney may delegate certain work to be performed on Client's case to his attorneys, associates, or support staff at Attorney's sole discretion. Client authorizes Attorney at his sole discretion to associate with another firm.

1. FIRST OPTION: Attorney's Fees: Contingency Fees

[____] **Contingency Fee:** By initialing this box, Client retains Attorney upon a contingency fee basis. The contingency Attorney's Fee is calculated as follows:

- (a) One-third (33.33%) of the gross amount recovered if the matter is settled without litigation or arbitration, or
- (b) Forty percent (40%) of the gross amount recovered in the event that a legal action is filed, or a demand for arbitration is filed, as in an uninsured motorist claim.

The "gross amount recovered" includes all monies paid to Attorney by the party(ies) from whom recovery is sought for the benefit of Client. This includes, but is not limited to, payments made by or on behalf of at fault party(ies) and/or tortfeasor(s); payments received pursuant to any uninsured or underinsured motorist provision or similar provision of any insurance policy; any payments received for diminished value of property, any payments for "down time" or income loss, any additional payments obtained from any "no-fault" insurance coverage, including PIP coverage or property damage coverage, where the involved insurance company initially disputes coverage and/or the amount of benefits Client is due.

In the event that Client's claim is settled on terms which call for payments in future installments, attorney's fees will be calculated upon the cost to the defendant of guaranteeing such future payments, whichever is less. Such attorney's fees, and all unreimbursed Costs, shall be immediately paid to Attorney at time of settlement.

Attorney may send Client invoices for attorney's fees and/or costs due within 25 days of receipt. Client has been advised of the right under RCW 4.24.005 to petition the court to determine the reasonableness of Attorney's fees charged within 45 days of receiving a final billing.

2. SECOND OPTION: Attorney's fees: Hourly fees

[____] **Hourly Fees:** By initialing this box, Client **declines** a contingency fee basis for representation and instead chooses to retain Attorney on an hourly basis. The hourly rates are \$500 per hour for Gary Wolfstone and \$125 per hour for legal assistants.

NOW THAT YOU HAVE MADE A **CHOICE** BETWEEN THE FIRST OPTION (CONTINGENCY FEE) AND THE SECOND OPTION (HOURLY RATE FEE), LET US MOVE FORWARD WITH ADDITIONAL TERMS OF REPRESENTATION

3. **Client Pays Costs.** Case “Costs”, including but not limited to court costs, investigative expenses, deposition costs, long distance calls, copying costs, postage costs, medical and expert fees, travel expenses, accommodations, videotaping, photography, Litigation Cost Reimbursement Insurance, investigator fees, probate/guardianship costs and fees, and expert witness fees shall be chargeable to Client as Costs. Client authorizes Attorney, at his sole discretion, to incur Costs on Client’s behalf without further notice to Client.

At the option of the Attorney, the Attorney may either require Client to pay an advance cost deposit covering some or all of the case Costs. Alternatively, Attorney may choose to advance Costs and then recoup such advanced Costs from Client. Client authorizes Attorney to deduct any unreimbursed Costs from any settlement or other recovery Client may obtain. Client is ultimately liable for all such Costs whether or not Attorney obtains a recovery for Client.

4. **Grant of Attorney’s lien for fees and costs:** Client grants Attorney an irrevocable lien for Attorney’s fees and case Costs incurred by Attorney in connection with Attorney’s representation of Client. This lien shall attach to any monetary proceeds relating to the matter that is the subject of this fee agreement, arising out of Attorney’s representation of Client in this matter, that are held by any entity or party, including but not limited to any insurer, any party’s attorney, or by Attorney, regardless of whether the underlying matter out of which the attorneys fee and costs arose involved a filed legal action or proceeding.

5. **Discharge of Attorney:** Client may at any time choose to expressly discharge the Attorney or abandon the claim by stating as much to the Attorney in writing. Alternatively, Client may be deemed to have constructively discharged Attorney where Client’s actions or omissions make it untenable for a reasonable attorney under the circumstances to continue with the representation. Situations amounting to a constructive discharge include, but are not limited to, failing to promptly pay attorney’s fees, failing to repay Costs, failing to execute documents the Attorney deems necessary to finalize an agreed settlement, failing to advance a deposit for costs or fees, failing to authorize Attorney to obtain documents the Attorney deems necessary to the representation of Client, failing to promptly communicate with Attorney regarding matters relevant to the representation, and/or unreasonably failing to cooperate with the Attorney or follow Attorney’s advice.

If Client discharges Attorney or abandons the claim, Client agrees to promptly repay any advanced Costs and shall be liable to Attorney for Reasonable Attorney’s Fees. Reasonable Attorney’s Fees shall be calculated by multiplying the amount of work Attorney and his staff performed by their hourly rates specified in Paragraph #2. Alternatively, if Attorney was hired on a contingency fee basis and has substantially performed the work for which Attorney was retained, Attorney may elect to calculate Client’s liability for Reasonable Attorney’s Fees on a contingency fee basis in accordance with paragraph 1 on this agreement.

6. **Withdrawal:** Attorney may withdraw upon reasonable notice to Client for any reason including but not limited to if, in the Attorney’s judgment, the anticipated

recovery, risks, and/or costs of the continued representation or litigation outweighs the anticipated or potential benefits of the representation or litigation. In the event of such withdrawal, Client agrees to reimburse Attorney for all unreimbursed Costs and pay all outstanding hourly attorney's fees.

7. **Medical Lien and Medical Bill Satisfaction:** At the conclusion of each case, Client grants Attorney the unconditional authority to hold back payment to Client out of any settlement, recovery and/or judgment, all sums necessary to resolve, satisfy, or pay back any and all subrogation (liens) or reimbursement rights of recovery, or unpaid medical bills, which apply to Client's case. Where there is a dispute regarding such funds, Client authorizes Attorney to either hold in trust any disputed amounts or alternatively interplead those funds into the court registry. Once such issues are resolved, the remaining monies held back by Attorney shall be disbursed to the appropriate persons, entities, or Client. Attorney shall not represent this Client in the case of such dispute arising out of medical bills and/or subrogation liens.

8. **Outcome Not Guaranteed:** Attorney has not made, nor will he make, any guarantees regarding the outcome of Client's claim. Attorney does not and shall not promise or predict the outcome of Client's case.

9. **Disputes Regarding Attorney's Fees:** If it is necessary for Attorney to institute a legal action to recover attorney's fees and/or Costs, Client agrees to jurisdiction and venue in the King County District Court or King County Superior Court of the State of Washington. In the event that a judgment is entered against Client for Attorney's fees and advanced costs, Attorney shall also be entitled to an award of reasonable attorney fees and litigation costs incurred in the prosecution of the collection action against Client in addition to the Attorney's fee for representation for the injury case herein above.

10. **File Ownership:** Files generated and accumulated during Attorney's work on Client's behalf will belong to Attorney. Client is entitled to copies of documents within your file upon written request to Attorney.

11. **Release of Personal Information:** Client grants to Attorney authorization to release Client's personal information to any person, at Attorney's sole discretion, in connection with Client's claim, including Client's address, phone number, and date of birth.

12. **Consent to Settlement:** Where Client is 18 years of age or older, Client understands any settlement requires Client's approval. Where Client is under 18 years of age, Washington laws require that any settlement be approved with the Court and the Court has the complete and final discretion to decide whether the settlement is satisfactory. In the event of any settlement involving a client who is a minor, all sums recovered will be placed into a blocked account until he/she is 18 years of age.

13. **Signing Final Documents and Distribution of Funds:** At the conclusion of the case, Attorney will provide Client with an itemization of all fees, Costs, and payments for medical bills, medical liens, and insurance/governmental subrogation claims. Any amounts due for medical bills and /or subrogation claims of any kind not paid by Attorney pursuant to the itemization are Client's sole responsibility. In the event of a settlement, the adverse insurance company and/or defense attorney may require Client to sign a Release of All Claims and a Hold Harmless Agreement. Attorney will explain these documents to Client at the time of settlement. Client will make sure to fully inform Attorney of all possible and prospective liens or subrogation interests arising out

of or connected with this case, including but not limited to wage loss benefits which Client receives from his or her employer.

14. **Limited Power of Attorney:** I hereby make, constitute, and appoint Gary L. Wolfstone (and any other attorneys with whom Mr. Wolfstone is associated in this case) as my true and lawful attorneys-in-fact for me and in my name, place and stead, giving unto said Gary L. Wolfstone the limited power to sign any checks issued to me in payment of any claims I have made through my attorneys.

15. **Award of Attorney's Fees:** Any award for attorney's fees, terms, or sanctions obtained by the Attorney during litigation shall belong to the Attorney.

16. **Prior Agreements Superseded:** This agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. All oral agreements and/or negotiations between Attorney and Client prior to the signing of this Agreement are merged into this final Agreement between Attorney and Client.

17. **Severability:** If a court finds for any reason that one or more of the provisions contained in this agreement is invalid, illegal, or unenforceable, that finding shall not invalidate, or make any other portion of this agreement invalid, illegal, or unenforceable. This finding shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SIGNED this ____ day of _____ 20_____.

X_____
Law Offices of Gary L. Wolfstone

X_____
DD214 Number for Gary Wolfstone

**I/WE HAVE READ THE ABOVE AGREEMENT,
I/WE UNDERSTAND THE TERMS OF THIS AGREEMENT
AND I/WE HEREBY RETAIN ATTORNEY ACCORDING TO SAID TERMS.**

Client (signature).

Client (name spelled)

SIGNED this ____ day of _____ 20_____.

Your Progress to Date:
You have met with Gary Wolfstone,
You have signed this Fee/Retainer Agreement,
Gary Wolfstone has signed and entered his DD214 Number

The following is an example of how attorney's fees are calculated in the event attorneys fees are calculated on the basis of a 33.3% contingency in the event of a hypothetical \$10,000.00 settlement, and the general structure of a disbursement relating thereto. It does not necessarily reflect the value of Client's claim.

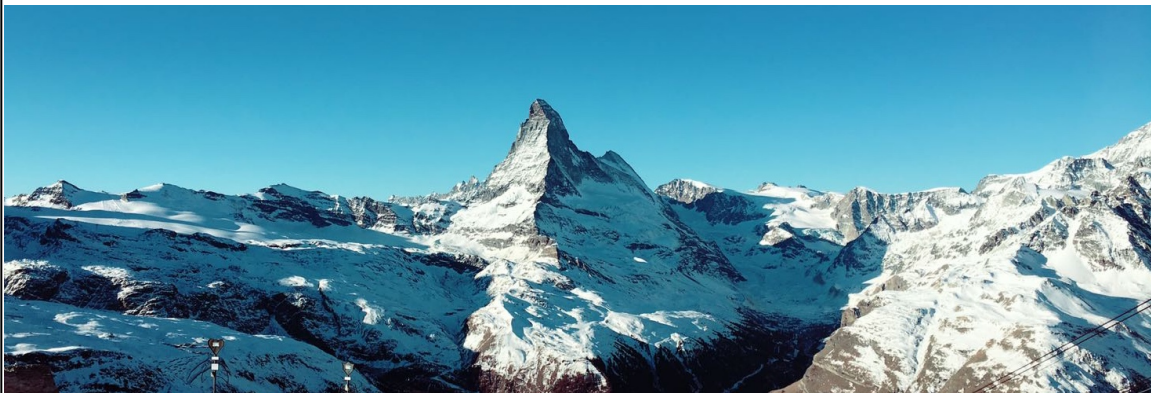
Total amount recovered in settlement:	\$10,000.00
Minus attorney's fee of 33.3%:	- \$3333.33
<i>Subtotal</i>	<u>\$6666.67</u>
Minus expenses:	- \$100.00
<i>Subtotal</i>	<u>\$6566.67</u>
Minus unpaid medical bills/subrogation	- \$ 1,500.00
Total amount to client:	\$5066.67

The following is an hypothetical example of how attorney's fees are calculated in the event attorneys fees are calculated on the basis of a 40% contingency in a \$12,000.00 settlement, and the general structure of a disbursement relating thereto. It does not necessarily reflect the value of Client's claim.

Total amount recovered in settlement:	\$12,000.00
Minus attorney's fee of 40%:	- \$4804.00
<i>Subtotal</i>	<u>\$7196.00</u>
Minus expenses:	- \$100.00
<i>Subtotal</i>	<u>\$7096.00</u>
Minus unpaid medical bills/subrogation	- \$ 1,500.00
Total amount to client:	\$5596.00

**I/WE HAVE REVIEWED AND HEREBY APPROVE THESE HYPOTHETICAL
FEE DISBURSEMENT EXAMPLES:**

Client(s):X_____ **Date:**_____20_____



Now ... Let's Climb this Mountain together!

YOUR FIGHT IS OUR FIGHT

Law Offices of Gary Wolfstone
DON'T DELAY
CONTACT US IMMEDIATELY



garywolfstone@gmail.com