

CONTINGENCY FEE
EMPLOYMENT AGREEMENT
BETWEEN ATTORNEY AND CLIENT

THIS AGREEMENT is entered into as of this _____ Day of _____, 2009 by and between **JOSEPH L. KASHI**, Attorney at Law, hereinafter called "Attorney" and _____, hereinafter called "Client", whose address is _____

IN CONSIDERATION of the covenants and conditions set forth herein, it is agreed as follows:

1. A. Client employs attorney to represent Client regarding the following matter: _____ and empowers the Attorney to institute such actions as may be necessary to protect the Client's interest or to effect a final settlement or compromise of disputed matters, all subject to the Client's prior approval.

B. 1. The client understands and agrees that the client has the obligation to be honest, open, and complete in providing the attorney with any and all information pertaining to this case. The client understands and agrees that the attorney refuses to participate or assist in any action which would further criminal or fraudulent purposes or which would otherwise be in violation of the Rules of Professional Conduct and that such request or attempt by client is grounds for the attorney's immediate termination of this agreement and of representation.

2. Client agrees to keep the attorney advised of client's whereabouts at all times, to cooperate in the settlement, preparation, trial and any appeal of this matter, to provide all documents, witnesses, records, physical samples, inspection of premises and any other discovery that might be required legally, to appear for scheduled depositions and court appearances, and to comply with all reasonable requests made by attorney or his assistants in connection with the settlement, preparation and/or trial of this matter.

C. 1. The client understands and agrees that, prior to the filing of any lawsuit, the attorney may refuse representation, withdraw from representation, or terminate representation at any time and for any reason or for no reason, including without limitation any act or matter that is morally repugnant to attorney or might cause a breach of any professional conduct rule or other legal limitation, the determination that the case lacks sufficient merit or collectability in the event of judgment or settlement, and/or if material facts are found to be different than represented by client.

2. The client understands and agrees that, after suit is filed, the attorney may withdraw from further representation with the approval of the court for any reason permitted by the Rules of Professional Conduct. Such reasons include, without limitation, failure of the client to pay the attorney monies when due to the attorney, participation of the client in any criminal or fraudulent act or the pursuing goals (or means to a goal) which the attorney finds personally improper or morally repugnant.

2. It is explicitly understood and agreed that the above-referenced Attorney may associate with other attorneys to prosecute this case or may share office space with certain other

Attorneys. Unless there is a further written agreement signed by the attorney and by the client to the contrary, the Client understands and agrees that only the above-named Attorney has been hired with regard to the Client's action and that only the above-named Attorney and any attorney associated with him shall have any legal responsibility or liability for said action. The Client hereby agrees to release and hold harmless any of non-involved Attorneys in the office complex, except for the Attorney specifically named above, from any liability or responsibility with regard to the Client's matters.

3. A. The attorney fee arising in connection with physical injuries in this case will be contingent upon the outcome. Only a contingent attorney fee will be charged regarding any amounts received by the client for physical injury or loss thereupon.

The Client agrees that it shall pay the Attorney promptly upon settlement of the case for all services based upon the fee arrangement set forth below. This percentage of recovery shall be the total attorney fee charged to the client regardless of whether the undersigned attorney associates with other attorneys or not:

Contingency Fee:

- (1) 33-1/3 % of gross proceeds whether settled before filing suit or if suit is filed;
- (2) 40% if the action is appealed to State Supreme Court.

B. Not applicable

C. Client acknowledges that available alternative attorney fee arrangements, including hourly rate representation, were offered and explained by attorneys but that clients choose to be represented on a contingency fee basis.

4. A. It is understood and agreed that the Client shall pay all expenses of litigation regardless of the outcome of the case and that such **expenses of litigation are in addition to the attorney fee as set forth above**. In the event that the Attorney should advance certain expenses or incur certain obligations on the Client's behalf, then the Client shall reimburse the Attorney promptly to the extent feasible, but in any event not later than the settlement or close of this matter. **The attorney shall not be required to pay any medical bills, travel costs, or other expenses of the client.**

B. The client will be charged for expenses as follows:

- (1) Third party expenses and any expenses not otherwise listed in this section will be billed to the client at the same rate charged to the attorney by the third party. Such third party charges include fees for investigators, medical records copying, expert witnesses, court reporters, litigation costs to third parties, filing fees, other court fees,

travel expenses, costs of purchasing materials helpful to the claim, and other such expenses arising outside of the attorney's office.

- (2) Postage, express mail, Federal Express, and other shipping charges will be billed at actual cost.
- (3) Client will not be billed for long distance phone charges
- (4) Paralegal and office staff expenses will be included within the attorney fee percentage.
- (5) Telefaxing of documents: Local faxes will not be billed to the client. Long distance faxes will be billed at \$.50 per page
- (6) Client will be billed for any expenses of litigation incurred by any associated attorney, if any, and such amounts shall be included in the client's bill from Joseph L. Kashi unless everyone otherwise agrees in writing.
- (7) Client will be billed for the use of computer-assisted on-line legal research at actual cost to the attorney, if any. Any costs of CD-ROM based research will not be charged to the client.
- (8) The Attorney will notify the Client before incurring any expense in excess of \$400.00 per individual cost item.

Client will be billed at approximate actual cost for black and white photocopies at \$.06 per page and for color prints at \$.60 per print.

5. With regard to Contingency Fee arrangements, it is explicitly understood and agreed that **the attorney fee is to be calculated based upon the gross settlement or judgment amounts recovered through the attorney's efforts without deduction for those medical costs or expenses of litigation or suit which are recovered as part of any final settlement or judgment** amounts recovered through the attorney's efforts. The attorney does not claim any fee based upon medical payments made prior to the engagement of the attorney's services. If there is no recovery, then no attorney fee is owed, but the client shall be liable for any costs of litigation advanced by the attorney and shall reimburse the attorney within 30 days after the case is closed. **The attorney shall have a first lien upon any proceeds of settlement for any unpaid fees and reimbursable expenses then due and owing. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE ATTORNEY SHALL PAY ALL SUBROGATION CLAIMS AND LIENED AMOUNTS AND MEDICAL LIENS FROM THE FIRST PROCEEDS OF SETTLEMENT REMAINING AFTER PAYMENT OF THE ATTORNEY'S FEES AND CLIENT EXPENSES, AND THAT SUCH CLAIMS SHALL BE PAID DIRECTLY THROUGH THE ATTORNEY'S TRUST ACCOUNT. CLIENT HEREBY DIRECTS ATTORNEY TO PAY ALL SUCH LIENS AND**

SUBROGATION AMOUNTS OF WHICH THE ATTORNEY HAS NOTICE.

6. It is understood and agreed that the Attorney is specifically authorized to cause any expenses of litigation appropriately incurred in pursuit of the Client's action to be billed directly in the Client's name with all expenses to be charged against the Client's account and not the Attorney's account by any third party supplier, such as court reporters or investigators.

7. Services to be rendered shall include all attorney and paralegal time spent in Court appearances, briefings, conference, dictation, fact investigation, preparation, research, telephone conferences and travel time and any other matter relating to the attorney's representation of the client.

8. The Attorney may employ or associate with, another attorney, legal technicians, paralegals, investigators, experts or other persons whose special knowledge or expertise in the preparation and conduct of the Client's matter or interest. **Fees and expenses charged to the attorney or attorneys by independent investigators, experts, court reporters, or other third parties not employed in-house by the attorney are costs of litigation and are not included in the percentage attorney fee. They will be billed to the client in addition to the attorney fee. Interest will be charged upon the unpaid balance of any advanced costs not paid by the 15th day of the month following the first billing of such fees at the statutory interest rate of 5% simple annual interest so long as such rate is not in excess of any other limitation upon interest provided by Alaska law, in which case the lesser rate shall be charged.**

9. All offers, settlements, rejection of offer, and compromises of claim shall be made only with the Client's prior approval. Approval may be given verbally to the attorney and confirmed in a letter to the client.

10. Client expressly understands and agrees that Attorney shall have a first lien for unpaid fees and expenses upon such of the Client's funds as are received by Attorney in the course of his employment on the Client's behalf.

The client agrees and understands that if the attorney should receive any monies in trust for client, then the attorney shall firstly pay, before any disbursement of funds to the client, the following:

A. FIRSTLY, the attorney fee due under this contract, any costs of litigation already paid by the attorney, and any amounts for which the client or the attorney has become liable for litigation costs or other costs of this suit, and

B. SECONDLY, any amounts for which a valid subrogation interest or lien against the client has been received by the attorney, or which must be paid to any third party as a matter of law, such as statutory Workman's Compensation liens, other insurance company subrogation claims/liens, and Medicare/Medicaid subrogation; and

C. THIRDLY. any amounts which the client has authorized the attorney to represent would be paid to third parties out of trust upon settlement of any claim, and

D. FOURTHLY, any other amounts that the attorney is legally required to first disburse to a third party.

E. FIFTHLY any other amounts which the client has authorized the attorney to pay out of trust, and

F. SIXTH, any remaining amounts shall be paid to the client unless and except there are any other amounts which the attorney is legally or ethically required to pay to a third party

G. IT IS UNDERSTOOD AND AGREED that the attorney shall make all reasonable efforts to promptly resolve any subrogation claims so as to ascertain the remainder due to the client and make prompt disbursement to the client. However, it is also agreed and understood that factors beyond the attorney's control, such as slow response by Medicare or insurance subrogation claimants may delay final disbursement.

11. The Client may at any time terminate the Attorney's employment for any reason whatsoever. However, the Attorney shall be entitled to all fees, costs and expenses incurred to the date of termination or withdrawal and shall retain a lien upon the settlement proceeds for such amount. Such fees shall be calculated by multiplying the attorney's hourly rate of \$175 per hour and any paralegal hours by multiplying the paralegal hourly rate of \$75 per hour by the number of hours actually worked by each upon the case and then adding any reimbursable expenses which the attorney has already paid or for which he is liable as of the time of termination. The attorney shall have a lien for any funds due to him as of termination.

12. The Client is advised that any dispute with regard to the fees or costs incurred in this matter may be referred to binding fee arbitration by a mixed panel of attorneys and laymen as composed by the Alaska Bar Association in accordance with its rules of Fee Arbitration, if the client desires. The attorney carries malpractice insurance in an amount in excess of any required minimum amounts.

13. **THE ATTORNEY HAS MADE NO WARRANTIES OR GUARANTIES WHATSOEVER WITH REGARD TO ANY RESULT TO BE OBTAINED BY THIS ACTION OR TO THE COURSE OF THIS ACTION. THE CLIENT SHALL BE ENTITLED TO REVIEW THE FILE OR TO OBTAIN A STATUS REPORT AT ANY TIME.**

14. The attorney is willing to arbitrate any claim regarding this agreement or the attorney's professional performance.

15. **Client agrees that he/she will always provide and keep the attorney updated with information regarding client's current address, phone number, and all information known to the client about this case.** In the event that client cannot provide this information, they will provide

the attorney with the client's parents or close friend/relative's address and phone number where messages can be left for the client and promptly received by client. Inability to contact client for a period in excess of one month will be grounds for the attorney terminating this agreement by mailing a written notice to client's last known address.

16. If the attorney should associate with another attorney for the purposes of jointly prosecuting the client's case, then prior to such association, the terms of the agreement between the attorney shall be disclosed to the client including the work to be performed by each attorney and how any contingent fees will be divided between the attorneys. The client reserves the right approve or disapprove any such arrangement if Joseph L. Kashi is promptly notified in writing. A supplemental joint contingent fee agreement may be executed between all associates, attorneys and client. If such an agreement is entered into, then it shall supersede this agreement entirely unless the later agreement states that it supplements rather than supersedes this agreement. Each associated attorney shall retain responsibility for this case to the client.

17. **The client(s) specifically understand and acknowledge that in the event client is unsuccessful in any lawsuit, litigation or other matter brought before the court, then the court will enter a judgment of court costs against the client(s) as provided by Civil Rule 79 and that the Court will enter a judgment of attorney fees against the client as provided by Civil Rule 82. Such attorney fees will typically range between 20 and 30 percent of the actual reasonable attorney fees of the prevailing party. A judgment for costs and attorneys fees can be enforced against the client by execution against wages, property, Permanent Fund Dividend, and other assets.**

18. In the event that the clients claims are resolved in whole or in party by a structured settlement imposed by choice or by the court, Attorney shall be paid a cash fee equal to the percentage contingency fee at the time of settlement. Such contingent fee shall be based upon the cost of the settlement. If the defendants will not disclose the actual cost of the settlement, approximate cost will be ascertained through a structured settlement or annuity consultant.

19. Savings Clause: In the event that any provision of this agreement shall be deemed to be unenforceable, then the remainder of this agreement shall remain in full force and effect unless the stricken provision(s) is so material that its deletion results in the rendering this agreed fundamentally altered and vitiated.

20. Merger clause - Full and Final Agreement: The matters asserted herein are the complete, full and final agreement of the parties and supersede any and all prior or contemporaneous agreements, representations or statements.

CLIENT

ATTORNEY AT LAW

CLIENT