



Smith & Dietrich Law Offices  
South Sound Community Lawyers

Sample Contingency Fee Agreement

Smith & Dietrich Law Offices PLLC  
400 Union Ave SE, Suite 200  
Olympia, WA 98501  
July 25, 2017

**ATTORNEY-CLIENT CONTINGENCY FEE AGREEMENT**

**SMITH AND DIETRICH LAW OFFICES PLLC** ("Attorney"), and [REDACTED] ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

- 1. SERVICE START.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit, if any, called for under Paragraph 7.
- 2. SCOPE OF SERVICES.** Client is hiring Attorney to represent Client in the matter of Client's claims against [REDACTED] [and possibly others as future investigation may indicate], arising out of:

**{Insert concise description of events giving rise to claims}**

If a court or other formal action is filed, Attorney will represent Client until a settlement or judgment, by way of arbitration or trial, is reached. Attorney will oppose any motion for a new trial or any other post-trial motions filed by an opposing party, or will make any appropriate post-trial motions on Client's behalf. After judgment, Attorney will not represent Client on any appeal, or in any proceeding to execute on the judgment, unless Client and Attorney agree that Attorney



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will provide such services and also agree upon additional fees, if any, to be paid to Attorney for such services. Services, other than those described above, will require a separate written agreement.

**3. RESPONSIBILITIES OF THE CLIENT AND ATTORNEY.** Attorney will provide those legal services reasonably required to represent Client within the scope of services described in Paragraph 2. Attorney will take reasonable steps to keep Client informed of progress and developments and will respond promptly to Client inquiries and communications. Client agrees to be truthful with Attorney, to keep Attorney informed of any information and developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills for costs on time, and to keep Attorney reasonably advised of Client's physical address, email address, telephone number. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims.

**4. ATTORNEY'S FEE.** Attorney will only be compensated for legal services rendered if a recovery is obtained for Client. If no recovery is obtained, Client will be obligated to pay only for costs, disbursements and expenses, as described in Paragraph 6.

The fee to be paid to Attorney will be a percentage of the "net recovery," depending on the stage at which the settlement or judgment is reached. The term "net recovery" means: (1) the total of all amounts received by settlement, arbitration award or judgment, including any award of attorneys fees, (2) minus all costs and disbursements set forth in Paragraph 6. [Net recovery shall also include the reasonable value of any non-monetary proceeds.]



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Attorney's fee shall be calculated as follows:

- i. If the matter is resolved before filing a lawsuit or formal initiation of proceedings, then Attorney's fee will be \_\_\_\_\_ percent (\_\_\_%) of the net recovery;
- ii. If the matter is resolved prior to \_\_\_\_\_ days before the date initially set for the trial or arbitration of the matter then Attorney's fee will be \_\_\_\_\_ percent (\_\_\_%) of the net recovery;
- iii. If the matter is resolved after the times set forth in (i) and (ii), above, then Attorney's fee will be \_\_\_\_\_ percent (\_\_\_%) of the net recovery.

In the event of Attorney's discharge or withdrawal as provided in Paragraph 11, Client agrees that, upon payment of the settlement, arbitration award or judgment in Client's favor in this matter, Attorney shall be entitled to be paid by Client a reasonable fee for the legal services provided. Such fee shall be determined by considering the following:

- 1) The actual number of hours expended by Attorney in performing legal services for Client;
- 2) Attorney's hourly rates;
- 3) The extent to which Attorney's services have contributed to the result obtained;
- 4) The amount of the fee in proportion to the value of the services performed;
- 5) The amount of recovery obtained;
- 6) Time limitations imposed on Attorney by Client or by the circumstances; and
- 7) The experience, reputation and ability of personnel performing the services.



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If an award of fees and/or costs is sought on Client's behalf in this action, Client understands that the amount that the court may order as fees and/or costs is the amount the court believes the Client is legally entitled to recover from the opposing parties in the litigation. The court's award does not determine what fees and/or costs Attorney is entitled to charge Client; or the total amount of fees and costs that Client is obligated to pay; or that that only the fees and/or costs that were awarded by the court are reasonable.

**5. NEGOTIABILITY OF FEES.** The rates set forth above are not set by law or custom, but are negotiable between an attorney and client.

**6. COSTS AND LITIGATION EXPENSES.** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs and expenses paid or owed by Attorney in connection with this matter, or which have been advanced by Attorney on Client's behalf and which have not been previously paid or reimbursed to Attorney. Costs, disbursements and litigation expenses commonly include court filing fees, jury fees, service of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witness, professional mediator, arbitrator and/or special master fees and other similar items.

Client understands that, as set forth in Paragraph 7 below, a deposit for costs may be required before Attorney makes the expenditure.

To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Attorney shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses. Attorney shall obtain Client's consent before incurring any costs in excess of **\$300**. Client authorizes Attorney to incur all other costs reasonably necessary to



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advance Client's goals within the scope of services described in paragraph 2. Client will remain responsible for the payment, in full, of all attorneys' fees and costs in accordance with this Agreement.

Additionally, Client understands that if Client's case proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action and that any such award will be entirely the Client's responsibility to pay.

**7. DEPOSIT.** Client agrees to pay Attorney an initial deposit for costs of \$                     , to be returned with this signed Agreement. Attorney will hold this initial deposit in a trust account. Client hereby authorizes Attorney to use that deposit to pay the costs, disbursements and other expenses incurred under this Agreement. When Client's deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$                     .

Once a trial or arbitration date is set, Attorney will require Client to pay all sums then owing, and to deposit the costs Attorney estimates will be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees likely to be assessed. Those sums may exceed the maximum deposit.

Client agrees to pay all deposits required under this Agreement within 10 days of Attorney's request. Any deposit that is unused at the conclusion of Attorney's services will be refunded.

**8. MONTHLY BILLING STATEMENTS.** Attorney will send Client monthly billing statements for costs, disbursements and expenses incurred in connection with this matter. Each statement is to be paid in full within 15 days after the date of such statement.

**9. APPROVAL NECESSARY FOR SETTLEMENT.** Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement. Client agrees to consider seriously



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any settlement offer Attorney recommends before making a decision to accept or reject such offer. Client agrees not to make any settlement or compromise of any nature of any of Client's claims without prior notice to Attorney.

**10. LIMITATION OF REPRESENTATION.** Attorney is representing Client only on the matter described in Paragraph 2. Attorney's representation does not include independent or related matters that may arise, including, among other things, claims for property damage, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy.

This Agreement also does not include services defending Client against, or representing Client in any claims that may be asserted against Client as a cross-claim or counter-claim in Client's case. This Agreement does not apply to any other legal matters. If any such matters arise later, Attorney and Client will either negotiate a separate agreement if Client and Attorney agree that Attorney will perform such additional legal work or Client will engage separate counsel with respect to the cross-claim or counter-claim or additional legal work.

**11. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time, upon written notice to Attorney. Attorney may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, or (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract; Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

Notwithstanding Attorney's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay Attorney for all costs



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incurred prior to the termination and, in the event that there is any net recovery obtained by Client after conclusion of Attorney's services, Client remains obligated to pay Attorney for the reasonable value of all services rendered from the effective date of this Agreement to the date of discharge.

**12. CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs to apply to such unpaid charges. After Attorney's services conclude, upon request, Client's file and property will be delivered to Client, or Client's other attorney, whether or not Client has paid any fees and/or costs owed to Attorney.

**13. LIEN.** As provided by RCW 60.40, Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid costs, or attorneys' fees, at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case.

Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's own choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and-whether or not Client has chosen to consult such an independent lawyer-Client agrees that Attorney will have a lien as specified above.

\_\_\_\_\_ (Client initials here) \_\_\_\_\_ (Attorney initials here)



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**14. RECEIPT OF PROCEEDS.** All proceeds of Client's case shall be deposited into Attorney's trust account for disbursement in accordance with the provisions of this Agreement.

**15. DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. There can be no assurance that Client will recover any sum or sums in this matter. Attorney's comments about the outcome of this matter are good faith expressions of professional opinion only. Client acknowledges that Attorney has made no promise or guarantees about the outcome.

**16. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

**17. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**18. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

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THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_

Client

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

DATED: \_\_\_\_\_

SMITH & DIETRICH LAW OFFICES PLLC

BY: \_\_\_\_\_

\_\_\_\_\_, Partner