

[counsel]

Attorneys at Law

CONTRACT OF REPRESENTATION

Personal Injury Client

I employ and retain: [counsel] (hereinafter "Attorneys") and designated co-counsel to represent us as set forth herein.

1. SCOPE OF REPRESENTATION

Attorneys agree to investigate and evaluate my/our possible claim or claims, involving personal injuries, if any suffered by

After the investigation of our claim, Attorneys shall have the right to withdraw and cancel this Contract if they are unable or unwilling to undertake the contemplated representation. Thereafter, if Attorneys agree to pursue this claim after investigation and evaluation, I employ and retain Attorneys to represent our interests in any and all actions, claims or trial proceedings related to the claim(s) referenced above.

2. AUTHORITY OF ATTORNEYS

I empower Attorneys to take all steps in this matter deemed by them to be advisable for the investigation and handling of our claim, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary.

3. ASSOCIATE COUNSEL

I specifically authorize Attorneys to associate co-counsel if Attorneys believe it advisable or necessary for the proper handling of my claim, and expressly authorize Attorneys to divide any attorney fees that may eventually be earned with co-counsel so associated for the handling of my claim. I understand after evaluation and investigation it may be determined my interests are best served by a law firm more situated to my particular circumstances. In this event, Attorneys will find a suitable law firm and engage their services. I understand that the amount of attorney fees which I pay will not be increased by the work of co-counsel associated to assist with the handling of my claim, and that such associated co-counsel will be paid by Attorneys out of the attorney fees I pay to Attorneys. I agree to pay costs incurred by associate counsel on our behalf in the same manner and to the same extent I have agreed to pay Attorney's costs. It is understood the co-counsel selected by Attorneys may act on our behalf to the same extent as Attorneys.

4. ATTORNEY FEES

It is understood and agreed that I employ Attorneys as set forth herein; and that if no recovery is made, I will not owe Attorneys for any sums whatsoever as attorney fees.

I agree to pay Attorneys a total attorney fee of [total fee] of any settlement, verdict, or recovery obtained in our case for the legal services performed. I understand that attorney fees will be calculated based on the gross amount of settlement, verdict or recovery, and the expenses which have been advanced will be deducted from the net proceeds payable to the client after deduction of the attorney fee.

If the provisions of this agreement for payment of attorney's fees are in conflict with any court order, settlement agreement, provision of law or code of professional responsibility which dictates the amount of attorney's fee that may be recovered, such court order, settlement agreement, provision of law or code of professional responsibility shall govern the recovery of attorney's fees under this contract.

5. FEE SHARING

I acknowledge the following with respect to my legal representation by the Attorney. I understand and agree that I have retained Attorneys. I further understand and agree that Attorneys will provide material legal services in this matter. I consent to the employment of Attorneys and understand that the fee paid by me will be shared as follows: [feesplit]

The fee sharing agreement amongst Attorneys will not impact upon the amount received by client. The fee sharing agreement does not increase the total attorney fee.

6. COSTS AND EXPENSES OF LITIGATION

Except as provided herein, I understand that during the term of representation my attorneys will advance all litigation costs and expenses incurred on my behalf in this action, including, but not limited to, filing fees, service of process fees, medical record fees, court reporter expenses, investigation expenses, photographs and photo-reproduction expenses (*photocopy expenses at reasonable reproduction rate*), and reasonable travel expenses.

I understand that attorney fees will be calculated based on the gross amount of settlement, verdict or recovery, and the costs and expenses which have been advanced will be deducted from the net proceeds payable to the client after deduction of the attorney fees.

7. DISBURSEMENT AND LIENS

At the time of disbursement of any proceeds recovered on my behalf under the terms of this contract, I will be provided with a detailed disbursement sheet reflecting the calculation of attorney fees and the expenses of litigation which are due to Attorneys from the verdict or settlement proceeds.

Under some circumstances, health insurers, worker's compensation carriers, or others who have paid benefits or provided services on my behalf may claim a right to recover a portion of the proceeds of any action brought on my behalf, and may place Attorneys on notice of their claim. Except as may be required by law, Attorneys will not agree to protect any claim of a subrogation carrier or other creditor without our consent. I understand, however, that medical bills and other such claims may exist, and they are our sole responsibility.

8. SETTLEMENT DISCUSSIONS/GROUP SETTLEMENT

I understand settlements are a "compromise" of my claim. They resolve my claim without a trial. I have the authority to accept or reject any final settlement amount after receiving the advice of my attorneys. I understand this suit may be handled as a part of a larger number of cases for negotiating settlement, conducting discovery, and trial proceedings. I authorize my attorneys to enter into settlement negotiations, and to disclose my name, the amount of my proposed settlement, the nature of my damages, and other factors relevant to evaluation of the settlement values to other clients whose cases are included in the larger number of cases. I understand that in the event of a group settlement, individual settlement amounts may be determined by an independent party appointed by Attorneys. I also understand that certain expenses will be incurred in a joint effort to handle many cases. I authorize my attorneys to prorate expenses among the cases in the settlement group.

9. NO GUARANTEE OF RECOVERY

I understand that no guarantee or assurances of any kind have been made regarding the likelihood of success of my claim, but that my attorneys will use their skill, diligence, and experience to diligently pursue our action.

10. PARTIES TO BE BOUND

Except as expressly provided to the contrary in this contract, in the event of my death, the provisions of this contract shall be binding upon me, my executor, administrator, representatives and heirs. In that instance, Attorneys will represent the estate regarding any survival and/or wrongful death claims only. Attorneys assume no responsibility for advising anyone in their capacity as personal representative or fiduciary of my estate.

11. DUTIES AND RESPONSIBILITIES OF CLIENT

Client agrees to cooperate with attorneys and their representatives at all times and to comply with all reasonable requests of attorneys in the prosecution of this matter on a timely basis. Client agrees to be truthful at all times with attorneys; to provide whatever information is necessary (in the attorney's estimation) in a timely and competent manner; to provide attorneys with any change of address, phone number or business affiliation; to provide immediate information as to any change in Client's status which may have any impact on the prosecution of this claim such as divorce, death of a spouse or interested party, bankruptcy, etc.

Client represents to attorneys that they are not presently, nor do they contemplate filing for Bankruptcy protection. Client agrees to immediately inform Attorney should such a course of action be contemplated in the future. Client acknowledges that any fees garnered as a result of this claim are subject to such proceedings wherein they are to be scheduled as an asset by Client. Client further acknowledges that any expense which the attorney may require to protect attorney's fees from said result shall be subtracted from fees which normally would flow to Client as their share of recovery.

12. ATTORNEY-CLIENT COMMUNICATION

I understand that all communication between me and my attorneys (or anyone who works for my attorneys) is protected by attorney-client privilege. This privilege means that any defendant is not allowed to hear, read, or see such communications. I understand that any statement I make in the presence of anyone other than my attorneys or their employees, or any communication I disclose to anyone other than my attorneys or their employees, is not protected, and a court might allow such communication to be heard, read, or seen by any defendant. I agree to not discuss my claims with anyone other than as directed by my attorneys.

I understand that e-mail is not a secure method of communication and that any e-mail sent by me or to me may be copied and held by various computers it passes through as it goes from sender to recipient. I also understand that persons not participating in our communication may intercept our e-mails by improperly accessing either of our computers or another computer the e-mail passes through. Having been advised of the risk of interception by a third party I consent to communicate by e-mail.

13. TERMINATION OF REPRESENTATION

I understand I can terminate Attorney's representation of me at any time by providing written notice to Attorneys at the address of their principal office. Should I elect to terminate Attorney's representation prior to the full conclusion of Attorney's services under this contract, I understand and agree Attorneys have a claim for costs and expenses of litigation and unpaid attorney's fees. I understand the obligation for unpaid attorney's fees will be calculated based on the percentage of work completed on the case or claim at the time Attorneys are released as my attorneys.

14. ARBITRATION

Although we do not anticipate any dispute arising out of the terms of this agreement or the client's representation by Attorneys, in the event such a dispute should arise, it is agreed between the parties that the less formal and more expeditious process of arbitration, rather than litigation, will be strongly considered for resolving any such disputes. Accordingly, it is agreed that arbitration shall be considered for any claims arising out of this contract or the performance by either party under this contract. Arbitration pursuant to the law of the State of Illinois under the applicable statutes is then in effect. The rules, regulations and procedures will be governed by the American Arbitration Association.

15. SEVERENCE CLAUSE

If any provision of this contract is held or deemed to be invalid, the remaining provisions remain valid and enforceable.

16. DUTY TO PRESERVE EVIDENCE

I understand and agree that I have a duty to preserve all evidence which could be relevant to my lawsuit. This includes the duty to preserve all electronic evidence, such as emails or social media, discussing the incident or related to matters at issue in the suit. I understand this duty to preserve evidence is broad and extends to all documents, regardless of whether the document is stored electronically (such as email) or in hard-copy and regardless of the type of document. For example, social media postings (Facebook Twitter, etc.), reports, spreadsheets, photographs and videotapes are all considered documents that must be preserved. Furthermore, the duty to preserve this documentary evidence extends to all documents in existence as of the time I reasonably anticipated this litigation.

17. ENTIRE AGREEMENT

This agreement supersedes all prior oral or written agreements concerning the same subject matter. No oral representations are part of this contract and parol evidence is specifically excluded. I understand and agree that this written contract contains the entire agreement between the undersigned and Attorneys, and that the terms are contractual, and not merely a recital. I sign this contract as our own free act.

18. DIGITAL SIGNATURE AUTHORIZATION

I hereby authorize Attorneys, or any of its representatives, to make a digital copy of my signature as shown below in the box and use said digital signature on exact copies of any HIPAA compliant release of medical information, authorization to release employment records, and other such documents required to be executed during the pendency of my case. The digital copy of the signature shall be as valid as the original. I understand that my digital signature will only be used on an exact digital copy of the executed document. I also understand this authorization will expire once the attorney client relationship with Attorneys is concluded.

ACKNOWLEDGEMENT OF UNDERSTANDING

I, _____, the client(s), attest to the following:

1. I have personally and carefully read the above paragraphs and this Acknowledgment.
2. I have had any questions I may have regarding the above paragraphs explained to me by a representative of Attorneys.
3. I understand the contents and meaning of these paragraphs.

4. In particular, I understand that I, not my attorneys, have ultimate authority to accept or reject any settlement offer in these matters.

I HAVE READ AND UNDERSTAND THIS CONTRACT AND AGREE AS STATED ABOVE.

Your Signature

Date

Name of Injured or Deceased

Your Name

Relationship to Injured

Street Address

City

State

Zip

Best Phone Number to Reach You

Alternate Phone Number