

RETAINER AGREEMENT

Agreement made between _____ the “Client”, and KIRBY’S LAW (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 client’s 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 sole judgment of the Attorney.

2. The client shall pay to the Attorney, as attorney’s fees for such representation, the following percentages of the gross recovery of the claim described herein above: The fee payable to Attorney starts at Twenty-Five per cent (25%) if the claim is settled without filing a lawsuit or demanding formal Arbitration. The fee payable to Attorney shall increase to Thirty-Three and One-Third per cent (33-1/3%) if the claim cannot be settled without filing a lawsuit or cannot be settled without demanding formal Arbitration. The fee payable to Attorney shall increase to Forty per cent (40%) if the claim is settled at a Mediation or Mandatory Settlement Conference. The Attorney Fee shall remain at Forty per cent (40%) through the first Trial or Formal Arbitration. If the matter requires more than one Trial or more than one Formal Arbitration, the fee payable to Attorney shall be Fifty per cent (50%). These percentages are taken from the gross settlement, verdict or award and 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. Before Attorney takes any action on any Appeal, both the Client and the Attorney must agree in writing to proceed with the Appeal. Any Appeal requires a New and Separate Retainer Agreement upon which the fees and costs on Appeal will be designated.

NO PERCENTAGE WILL BE TAKEN FOR SETTLING YOUR PROPERTY DAMAGE CLAIM.

3. Costs, necessary disbursements and reasonable personal, travel 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 there is a recovery. If there is a recovery necessary and reasonable costs and disbursements, and any sums advanced by the Attorney shall be reimbursed first to the Attorney from the gross proceeds of any recovery which reimbursement shall be in addition to the percentage Attorney 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 or award that may be recovered for the sum and percentages mentioned above as his/her fee and Attorney is also given a lien on the claim or cause

of action on any sums advanced on Client's behalf. 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. Client understands that all costs of Client's medical care and treatment are the sole responsibility of the Client. Client understands that all reimbursement of Statutory Liens, Health Insurance Liens or any other liens asserted against Client's claim are the sole responsibility of the Client.

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 and all such costs of investigators shall be borne by the Client.

7. Fees charged by all 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 EXPERT COSTS ADVANCED BY ATTORNEY.** Should Client ignore Attorney's recommendation to settle the case and demand a Trial, Client agrees to pay all Expert Witness costs and to forward full payment for said Experts when billed by Attorney.

8. The Attorney may in Attorney's discretion employ associate counsel to assist Attorney in prosecuting the Client's claim at the Attorney's expense.

9. The Attorney may receive the settlement or judgment amount and may retain from the settlement or judgment the Attorney's percentages of fees pursuant to Section 2. Before dispersing the remainder to the Client, Attorney may deduct from the settlement or judgment, the amount of costs and expenses advanced by Attorney as well as any medical bills/liens, health insurance demands or any other lawful lien against said settlement or judgment.

10. The Attorney shall be entitled to Attorney's full contingent share of any settlement or judgment on the claim for prosecution of which Attorney is hereby retained, even though the Client discharges Attorney 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. 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 the settlement or recovery any outstanding medical bills and/or liens or lawful demands. Client understands and acknowledges

that medical care and/or treatment paid by MediCare, MediCal, Tri Care, VA or any other governmental entity have a statutory right of reimbursement from any funds received by Attorney. Client understands and acknowledges that medical care and/or treatment paid by private Health Insurance oftentimes requires reimbursement from any settlement or judgment and the Attorney is required by law to pay outstanding liens before the settlement funds are distributed to Client. Client gives Attorney authority to pay all such liens.

13. If Client settles his claim or cause of action without the consent of the Attorney, the Client will pay the Attorney the 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 this Agreement.

14. The Attorney makes no warranties or representations concerning the successful termination of Client's claim or the favorable outcome of any legal action that may be filed, and the Attorney does not warrant or guarantee that Attorney will obtain reimbursement for the Client any of Attorney's 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 understands that Client may be liable for the opposing party's costs and in some instances might also be responsible for the opposing party's attorneys' fees and expert witness fees. 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 fees herein are not set by law but negotiable between the Attorney and Client.

17. In the event that no recovery is obtained on the claim that comprises the subject matter of this Agreement, the Attorney will make no charges for his/her time and services or costs advanced on behalf of Client.

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. In the event that Attorney agrees to handle unrelated matters (for example, collection of Judgment, handling medical bills or medical liens that are discovered after distribution of settlement proceeds, Medicare, MediCal or VA lien issues that arise after distribution of settlement proceeds, or Health

Insurance issues that arise after distribution of settlement proceeds), this shall require additional compensation to Attorney and will be the subject of a new Retainer 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.

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.

DATED _____ CLIENT: _____