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ATTORNEY-CLIENT REPRESENTATION AGREEMENT

This agreement is made between _____ ("Client") and T. Scott Eller Law Firm PLLC ("Attorney").

This agreement is for representation in the following matter only, any other representation shall be referenced by a different agreement:

I. LEGAL SERVICES

- 1.1.1 Attorney will provide legal services to the Client. Once retained, the Attorney shall be responsible for all communications on behalf of the Client regarding the legal matter for which he is retained.
- 1.2 The Attorney will also be solely responsible for preparing all legal documents and pleadings regarding the legal matter and filing those documents and pleadings regarding the legal matter. The Attorney will consult the Client as to the contents and substance of any letters, documents and pleadings with the proper court.
- 1.3 The Attorney shall have the authority to determine the form, language and grammar of such letters, documents and/or pleadings. The Client shall be entitled to a copy of all letters, documents and/or pleadings prepared by the Attorney on behalf of the Client.
- 1.4 Not every document will be automatically forwarded to client, but most will and any reasonable request for documents by the client will be honored by the attorney.
- 1.5 In order to ensure that the Client will receive adequate representation, the Client shall provide the Attorney with all information that the Attorney requests. The Client shall not intentionally hide any information from the Attorney. The Client is aware that the Attorney may terminate the Attorney-Client relationship if the Client violates this provision.

II. LEGAL FEES

- 2.1 The Client shall pay the Attorney for the legal services provided. Payment will be made at the time the case settles or an award is given. Attorney's fee shall be a sum equal to 33 1/3 percent of the gross amount recovered if case is settled without litigation. If a lawsuit is filed attorney's fee shall be 39 percent of the gross amount recovered. Client recognizes that the increase in percentage represents the increased risk and time on attorney's behalf.
- 2.2 Any appeal shall governed by a different agreement.
- 2.3 Client understands that attorney's hourly rate is \$200.00. Client understands that payment of attorney's fees at said hourly rate is an option, but elects to pay attorney on a contingent basis as above.

III. COSTS

- 3.1 Client shall be responsible for all costs associated with the legal representation provided by the Attorney. These costs shall include, but are not limited to, court costs, service of process fees, deposition costs, expert witness fees, medical chart review fees, mileage, parking fees, travel expenses, and investigative fees. Should the client's matter go to court other fees will likely be incurred including, possibly, the use of an assistant during the trial. The Attorney shall consult with the Client regarding any unusual expenses before those expenses are made. Although attorney may pay for certain expenses client understands that he/she is ultimately responsible for re-payment of same without regard to whether a recovery is had. Should client terminate attorney at any time while the case is pending client understands that he/she must re-pay all such expenses immediately upon said termination.

IV. TERMINATION OF THIS AGREEMENT

- 4.1 The Client has the right to terminate this agreement at any time. In the event of termination, the Client shall remain responsible for any outstanding fees (and costs incurred) for services at the time of termination. Attorney shall be entitled to either one third of the highest offer of settlement obtained for client or \$200.00 per hour for work performed prior to termination.
- 4.2 Upon the close of a Client matter or the termination of this agreement, the Client shall be entitled to a copy of all files. The charge for copies will be \$.25 per page.

V. MISCELLANEOUS

- 5.1. Client accepts responsibility for personally paying all medical and health care bills and expenses associated with client's case that are not paid directly by the defendant or defendant's insurance carrier (or any other insurance carrier) or by attorney out of the settlement upon resolution of the client's case.
- 5.2 The Attorney reserves the right to involve another attorney in this matter to be billed at an hourly rate no higher than that guaranteed Client by Attorney in this agreement if Attorney believes this to be in the client's interest.
- 5.3 Client gives Attorney authority to pay medical bills and other debts related to the case directly from the proceeds of the case. In the event that medical bills are incurred during the pendency of your case and you find it necessary to make promises or guarantees to your creditors and/or execute liens on their behalf so that your creditors will receive payment from the settlement or award proceeds once your case is settled, then your promise or guarantee or lien is irrevocable once provided by you i.e. our law firm is legally and ethically obligated to pay directly from your settlement proceeds from the trust account to the creditor who you have promised or guarantee payment and/or provided a lien on your case.
- 5.4 Client understands that it is of the utmost importance that attorney be always able to reach client and therefore agrees to always keep attorney notified of his/her whereabouts and a means of communication with client. Client understands that a failure to fulfill this obligation may result in attorney's withdrawal. Client recognizes that attorney is not obligated to undertake investigative efforts to find client should client not be reachable for more than two weeks. For this purpose as well as to keep both parties up to date with the circumstances of the claim at issue, client should make certain to telephone attorney one time per month.

- 5.5 Client understands that attorney may chose to withdrawal from client's representation in the event that attorney determines client's legal matter to no longer have value and or merit. Withdrawal may occur at any stage in the case and in the event of withdrawal, attorney will not be entitled to contingent compensation, but will be entitled to reimbursement of costs as outlined above. Further, nothing in this paragraph should be understood to limit attorney's ability to file suit against client if attorney's decision to withdraw is based in whole or in part upon client's deception or failure to disclose relevant facts.
- 5.6 This written agreement constitutes the entire agreement between the parties and any change to this agreement must be in writing and signed by all parties to this agreement.
- 5.7. This agreement shall be construed and enforced under the laws of he State of Washington without reference to its conflict of laws statutes. The parties agree that any suit arising under the terms of this agreement shall be properly heard in the state of Washington, County of King.
- 5.8. This agreement may be executed in counterparts, together comprising one agreement.
- 5.9 In the event that any suit is filed based in whole or in part upon this contract (or the relationship which this contract governs) by client, client understands and agrees that should attorney prevail in that suit attorney would be entitled to an award of the reasonable attorney's fees for defending said action.
- 5.10 By signing this agreement, Client certifies that he/she has read the agreement, understands it, has clarified any misunderstanding by consulting with the Attorney and agrees to abide by the terms and conditions herein.

SAMPLE - Does not create attorney-client relationship.

5.11. POWER OF ATTORNEY - the undersigned client hereby makes, constitutes and appoints T. Scott Eller Law Firm PLLC, a Washington limited liability company, my true and lawful Power of Attorney and does hereby authorize it to act in and for my name, place and stead, and for my use and benefit as follows:

To execute any and all instruments and documents necessary to effect and complete the settlement of my claim regarding the matter that is the basis of this contract said documents to include, but not by way of limitation, checks, releases, and hold harmless contracts, authorizations, stipulations and all documents regarding discovery in the case that require my signature.

This Special Power of Attorney is intended to provide complete authorization for T. Scott Eller Law Firm PLLC to have full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to provide for the completion of my personal injury lawsuit or settlement and this Power of Attorney shall be liberally construed to effect the purposes and intent set forth above; I, _____

_____, do ratify and confirm all that T. Scott Eller Law Firm PLLC shall lawfully do or cause to be done, by virtue of the granting of power as stated in this document.

SIGNATURE _____ SAMPLE FOR REVIEW _____ DATE _____
(Client)

SIGNATURE _____ SAMPLE FOR REVIEW _____ DATE _____
(Attorney)

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