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PERSONAL INJURY CONTRACT

I, _____, hereby retain
and employ this firm to represent me in my claim for damages against

_____ arising out of _____ which occurred on or about _____.
In consideration for the services offered by the firm, I agree to be bound by
the following provisions:

1. I agree to pay attorney's fees on a contingency basis in the amount of 33 1/3% (.33333) of all gross amounts recovered by way of negotiations. If attorney files suit on my behalf, I agree to pay fees in the amount of 40% (.4) of all gross amounts recovered after filing of suit.
*For any Federal Tort claim, attorney's fees are limited to 20% without filing suit and 25% if suit is filed.

2. Attorney's fees on 'med pay' claims are to be in the amount of \$0. I understand that if litigation or extraordinary means are required to procure med pay coverage this may be re-negotiated. I also understand that this no fee provision does not apply to premises liability claims or other situations where I am not the insured on the Med Pay policy.

3. Attorney is not responsible for procurement of property damage claim. This provision does not include damages recovered for diminished value; the diminished value recovery is subject to the contingency fee above.

4. I agree that if payment of attorney's fees is available from the adverse party by way of statutory authority or in the discretion of the court that the firm may petition the court for those attorney's fees, and the same will be retained by the firm for services rendered. I further understand that attorney's fees ordered by the court may not be shared with me. I further agree that court ordered attorney's fees may not necessarily offset the contingency fee as addressed in paragraph one, and in such event, I agree that I am responsible for the balance owed to the firm. In other words, if attorney's fees ARE awarded by the court, but they are LESS THAN the agreed upon contingency fee noted above, then the difference between the two will be obtained by the attorney from my award.

5. I agree that the firm will represent me, the client, in the negotiation and, if necessary, trial of this personal injury claim. The case will not be appealed under this contract.

6. The firm has the right to withdraw as counsel of record in the event that he determines, in his sole discretion, that the client has an inadequate legal or factual basis to proceed with the case, or in the event that he determines, in his sole discretion, that under the circumstances, his withdrawal as counsel in this claim is supported by the North Carolina attorney's rules of professional conduct (including non-cooperation on the part of the client). Furthermore, I acknowledge that the attorney has final discretion over whether or not he files suit in my claim and in the event that my attorney determines, after further investigation of the claim, that he chooses not to file suit, he will withdraw from the claim with my permission and I will seek other counsel or handle my claim myself.

7. I acknowledge that I am personally responsible for advance payment of all filing fees and costs of service of the defendant, as well as other costs associated with the litigation of my claim (not counting costs of procuring medical bills and records), when notified of these costs prior to them being incurred by the attorney. In the event that any action requiring payment of advanced costs is required to pursue a resolution of my claim which is satisfactory to myself, I acknowledge that such action shall not be taken prior to my tendering to the firm all fees and costs necessary for such action.

8. I agree that any and all necessary costs (such as payment for procurement of medical records and bills) incurred by the firm in the pursuit of this claim shall be paid from the settlement proceeds upon disbursement.

9. I hereby authorize and order the firm to pay on my behalf any and all medical bills incurred by myself and associated with this personal injury claim which remain unpaid at the date of disbursement and with perfected liens. In the event that a pro rata distribution must be made to all health care providers I specifically instruct my attorney to disburse pro rata payment to ALL health care providers, with priority given to lien-holders. I acknowledge responsibility for payment of any bills which remain outstanding but that are not protected by perfected liens.

10. I acknowledge that the firm has made no guarantees as to any particular outcome or disposition of my claim.

11. My attorney may employ associate counsel at his own discretion and expense, and any attorney so employed may be designated to appear on my behalf or undertake my representation in this matter. This firm has chosen to hire _____ as associate counsel and my attorney will share fees with

this firm under the terms below and I have read, understood, and agreed to this arrangement. This fee sharing will not increase the total amount of attorneys' fees paid from my settlement.

12. I agree that all fees of this attorney and costs incurred by this attorney provided for herein shall be recoverable by the attorney from the proceeds of any settlement or verdict obtained for or on behalf of myself, the client. I hereby assign so much of the settlement or verdict to satisfy the fees and costs of this law firm. Such assignment shall be a priority and supersede any and all prior assignments. Should the services of this law firm be terminated prior to completion and recovery of settlement or verdict this law firm shall have a contractual right of recovery as to the proceeds of settlement or verdict in an amount which is in proportion to the services rendered by this attorney (quantum meruit) prior to the ultimate settlement or verdict compared with subsequent counsel's services or self-help services provided by the client.

13. I acknowledge that I have fully read and understand the terms and provisions of this contract.

Client signature _____

Date _____

ADDRESS _____

Home Phone _____

CITY, STATE ZIP _____

Other Phone _____

SSN: _____ D.O.B. _____

Do you have health insurance? _____ If so, through whom? _____

Are you a state employee, federal employee, or an employee of a large corporation that sponsors your health insurance? _____ If so, who is your employer? _____

Do you have Med pay on your auto policy? _____

Defendant's insurance company: _____

Adjuster's name and phone number: _____