

## RETAINER AGREEMENT

THE UNDERSIGNED hereby retains JAMES F. HALLEY, P.C., as \_\_\_\_\_  
attorney to represent \_\_\_\_\_ in enforcing a cause of action against  
\_\_\_\_\_ and any others who may be liable in  
causing \_\_\_\_\_ to \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_.

James F. Halley, P.C. hereby accepts this employment and agrees to take such steps  
as are necessary to prosecute the cause of action. The fee for the attorney's services shall be  
as follows:

1. 25 percent of any sum secured by compromise prior to court action.
2. 33 1/3 percent of any sum secured by way of compromise after court action is commenced.
3. 40 percent of any judgment recovered after trial has commenced.
4. 50 percent of any judgment recovered and affirmed after an appeal to the Court of Appeals and/or Supreme Court of the State of Oregon.

The client shall advance all costs for the prosecution of the above litigation and shall be responsible for any costs incurred as a result thereof, regardless of the outcome of the case.

If any person, organization or governmental agency has a claim against the money to be paid to you because of services provided to you in connection with your accident, that claim will be paid from your share of the proceeds of any recovery, provided the claim is legally binding or you agree to the payment.

The client may rescind this agreement within 24 hours, upon written notice to attorney.

DATED: \_\_\_\_\_, 200\*\_ \_\_\_\_\_

C L I E N T

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

(HOME)

(WORK)

## **EXPLANATION**

The attached document is called a "Contingent Fee Agreement." It describes how the attorney is to be paid for the work performed for you. The agreement's basic provisions are as follows:

1. I will be paid for my work only if I obtain money for you.
2. You have no obligation to pay me for my time or my services if I do not get you any money.
3. But if I pay for investigators, court filing fees, trial preparation fees (such as bills for medical examinations and reports, and expert witness fees), court reporter and deposition costs, or witness fees in connection with your case, I am entitled to be paid back. This applies whether I win or lose your case.

## **HOW I AM TO BE PAID**

If I obtain money for you, this agreement says that I will receive a percentage of it. (25 percent of any sum secured by compromise prior to court action; 33 1/3 percent of any sum secured by way of compromise after court action is commenced; 40 percent of any judgment recovered after trial has commenced; and 50 percent of any judgment recovered and affirmed after an appeal to the Court of Appeals and/or Supreme Court of the State of Oregon.) In addition to my contingent fee for services, I am entitled to be reimbursed for money which I advanced as costs in your case. This agreement also specifies what happens if other persons or organizations, such as private or group health insurance, welfare or health care, or other service providers have a claim against the money to be paid to you.

## **CANCELLATION**

You may cancel this contingent fee agreement by notifying me in writing within 24 hours after you signed it, or by the same time the next working day. Thereafter, you may discharge me at any time. However, if you do, I am entitled to get back money I have advanced for expenses in your case. And, I may be entitled to a fee if my work results in your recovering money.