## THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC 3060 Mitchellville Road, Suite 216, Bowie, Maryland 20716 \* (301) 218-9400 \*Fax: (301) 218-9406

## CONTINGENT RETAINER CONTRACT

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2011, I/WE, AND MY/OURS HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, DO HEREBY RETAIN THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSSOCIATES. LLC, FOR THE PURPOSE OF REPRESENTING ME/US IN COURT AND/OR OUT OF COURT FOR THE FOLLOWING REASONS:

It is understood THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES. LLC, shall be compensated at the following rate:

1. Relief obtained through compromise, settlement or recovery through any court proceedings:

33 and 1/3% of the Recovery (Client's Initials)

2. Relief obtained through court litigation:

\_\_\_\_40% of Recovery (Client's Initials)

3. Relief obtained through appeal or reconsideration of any kind:

% of the Recovery

For the purpose of this contract, the term "Recovery" shall mean the gross amount paid to, or for the benefit of the client before any deductions for medical cost, workman's compensation liens, other liens or costs whether paid or unpaid in advance.

"Law Firm" or "Law Office" pertains to The Law Office of Gabriel J. Christian & Associates, LLC, a limited liability company registered in Maryland, and the entity you have retained to represent you. You have hired the Law Firm, not the individual attorney(s) to represent you.

In the event any gross Recovery is to be paid in future installments (structured settlement), the said percentage of Recovery shall be calculated on then-presented value of said future payments and the resulting fee shall be paid out of the initial funds received.

Page 1 of 3 Contingent Retainer Contract IT IS AGREED that compensation is contingent upon the outcome of any proceedings, and that if there is no Recovery, there shall be no legal fees due and owing.

IT IS AGREED, that all costs shall be paid by the client to THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, regardless of the outcome of the case. Such costs shall include, but not be limited to: filing fees, court reporters, depositions costs, investigators, process services, experts, long distance phone calls, duplicating and other similar expenses. Client will pay for costs in advance: otherwise client will pay for costs within ten (10) days of being billed by THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC. The standard administrative fee is in the amount of Five Hundred Dollars (\$500.00). Said fee will be deducted at settlement.

IT IS AGREED, that THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, shall have a lien on any recovery obtained in this matter from any source or by anyone in an amount equal to their fees under this contract and to the outstanding bills which they have incurred on behalf of their prosecution of this case or guaranteed as payment to a third party, such as doctor bills, etc. in the event of a lien, THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, will be reimbursed at the rate of Two Hundred Seventy Five Dollars (\$275.00) per hour.

IT IS AGREED, that in entering into this contract, THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, has relied upon the client's statement of facts relating to the incident which is the basis for the claim. The client certified that the statement of facts provided is true and correct to the best of the client's knowledge. The client agrees that THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, will investigate the claim and if the claim does not appear to them to have merit. THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, shall have the right to cancel this contract.

IT IS AGREED, that THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, is separately retained for the purpose of collection of Personal Injury Protection ("PIP") payments, if applicable in this case. In the event no genuine dispute arises as to the payment of these benefits, the law firm shall be reimbursed at the rate of Thirty Dollars (\$30.00) per hour for the collection of these benefits.

Unless, we are advised otherwise, in writing by the client, the law firm will assume PIP contracts are Maryland in origin and therefore governed by Maryland law.

IT IS AGREED, that in the event legal action is necessary to collect any monies due under this contract, client shall pay twenty percent (20%) of the amount claimed as attorney's fees, plus reasonable costs of collection.

IT IS AGREED, between the parties that THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOSICATES, LLC may, at their expense retain associate counsel, and the client hereby agrees to cooperate fully with said associate counsel.

IT IS AGREED, that the Client agrees to make no settlement of the claim except through THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC. The parties also agree that any settlement that may be arrived at between THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, and any other party to this case other

Page 2 of 3 Contingent Retainer Contract than the client shall not be binding upon the client without the client's expressed consent.

Further provisions are as follows:

ON THE DATE HEREIN ABOVE I ACKOWLEDGE THAT:

- 1. THE LAW OFFICES OF GABRIEL J. CHRISTIAN & ASSOCIATES, LLC, HAVE ADVISED ME THAT THEY MAKE NO PROVISIONS OR GUARANTEES OF THE MATTER COVERED BY THIS CONTRACT;
- 2. THAT I HAVE READ THIS CONTINGENT RETAINER CONTRACT;
- 3. THAT I UNDERSTAND FULLY THE PROVISIONS CONTAINED IN IT, AND;
- 4. THAT I HAVE RECEIVED A COPY OF IT AS SIGNED BY ALL PARTIES.

Client agrees that Lawyer cannot promise or guarantee a particular result.

This agreement represents the full agreement between Client and Lawyer. No other agreement, written or oral, exists, and discussions between Client and Lawyer that are not set forth in this agreement are not part of this agreement.

If Client and Lawyer agree to change any term in this agreement, the agreed-to change must be in writing and signed by both parties.

I, \_\_\_\_\_, acknowledge that I have read this agreement fully, understand its terms, and agree to them. I received a copy of the agreement when I signed it.

Client's Signature

Attorney's Signature

Print Name

Print Name

Date

Date