

LAW OFFICE OF MIKE TULLY

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Fee Agreement and Authority to Represent (Contingency Fee)

I, _____, undersigned client (hereinafter referred to as "I," "me" or the "Client"), do hereby retain and employ **Joseph Michael "Mike" Tully** (hereinafter referred to as "Attorney"), as my Attorney to represent me in connection with the following matter:

[DESCRIBE NATURE OF SERVICES TO BE PROVIDED]

This claim is not in litigation; and I specifically authorize Attorney to undertake negotiations and/or file suit or institute legal proceedings necessary on my behalf. I further authorize Attorney to retain and employ, at my expense, the services of any experts, including physicians and doctors, as well as the services of other outside contractors, as Attorney deems necessary or expedient in representing my interests. I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the combined fee of Attorney and all other attorneys shall be limited as set forth herein.

1. ATTORNEY'S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Contingency Fee

Attorney shall receive the following percentage of the amount recovered before the deduction of costs and expenses as set forth in Section 2 herein:

- 25% if settled without suit;
- 30% in the event suit is filed;
- 35% in the event a trial actually starts.

This Agreement does not include appellate services. In the event the matter is appealed to a higher court, fees for that proceeding will be negotiated separately.

It is understood and agreed that this representation is taken on a contingency fee basis and, if no recovery is made, I will not be indebted to my Attorney for any sum whatsoever as Attorney's Fees. (However, I agree to pay all costs and expenses as set forth in Section 2 herein, regardless of whether there is any recovery in this matter. In the event of recovery, costs and expenses shall be paid out of my share of the recovery.)

[THE FOLLOWING SECTION IS OPTIONAL AND MAY WAIVED UNDER CERTAIN CIRCUMSTANCES]

2. COSTS AND EXPENSES. In addition to paying Attorney's Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree to promptly reimburse Attorney. If an advance deposit is being held by Attorney, I agree to promptly reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying (\$.20 per page), postage, facsimile costs, Federal Express or other delivery charges, deposition fees, expert fees, subpoena costs, court costs, sheriff's and service fees, travel expenses and investigation fees.

Advance required? Yes ___ No ___

I agree to advance \$___ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon

Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney.

3. NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as or if permitted under the Rules of Professional Conduct.
5. PRIVILEGE. I agree and understand that this contract is intended to and does hereby assign, transfer, set over and deliver unto Attorney as his fee for representation of me in this matter an interest in the claim(s), the proceeds or any recovery under the terms and conditions set forth in this agreement.
6. CLIENT FILES: All paper documents and electronic files will be maintained locally by the Attorney. The Client may request a copy of any document, paper or electronic, maintained by the Attorney. There shall be no charge for providing a single document. A request for more than a single document will be subject to the aforementioned copying charge, in addition to a \$25.00 service charge. Electronic files will not be copied and provided individually. However, the entire electronic file may be provided to the Client for a \$25.00 service charge, plus \$5.00 for the cost of materials, including CD, DVD, or jump drive. ONLINE FILES: The client files may also be provided in a secure online environment for the client to review and download online. The online client file service will be subject to the following conditions:
 - a) The client agrees that not every file will be included in the online file storage; email messages, for example, will not usually be included;
 - b) The client agrees to sign a notice and waiver agreement to be provided separately; the notice and waiver agreement, if agreed to by the client, will be incorporated into this Agreement as if fully set forth herein;
 - c) The client agrees to pay a charge for the online storage and access service in the amount of [SPECIFY]
7. TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any pro-rated fees or costs incurred prior to the discharge or termination.
8. ENTIRE AGREEMENT. I have read this agreement in its entirety and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

I, the undersigned Client, execute this agreement on this ____ day of _____, 200__.

CLIENT

[NAME]
[ADDRESS]
[CITY, TOWN, ZIP]
[PHONE]
[EMAIL]

Client's acceptance acknowledged and approved this ____ day of _____, 200__.

ATTORNEY

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