

FEE AGREEMENT

(Contingent)

The undersigned hereby employ(s) GOODMAN LAW FIRM ("GLF," or the "Attorney"), of Prescott, Arizona, to represent (us, me) in connection with:

GLF shall be compensated for Attorney's services on a contingent fee basis. The contingent fee shall be **thirty three and one-third (33.3%) percent** of the gross recovery. If this line _____ is initialed the following sentence applies: Client agrees to pay a non-refundable minimum fee in the amount of \$ _____. The minimum fee, if any, is in addition to any contingent fee provided herein. If a sum is awarded as attorney's fees, the amount of attorney's fees will be the amount awarded, or the amount charged as the contingent fee, calculated according to the formula set forth above, plus any non-refundable minimum fee, whichever sum is greater.

"Recovery" shall mean anything of value, including account credits, contract credits, merchandise credits, loans, deferred payment terms, or forgiveness of debt (including, but not limited to, writing off an account or adjustment of a debt). Recovery shall be in constant dollars, which means without increase or decrease by reason of time, interest or discounts; and also includes attorneys' fees, if any, and pre and post judgment interest, if any, which are awarded by the court or applicable pursuant to statute or rule. Where the recovery is paid to, or obtained by, Client over a period of time, Attorney shall receive Attorney's share of the recovery at the same time it is paid to, or obtained by, Client.

I/we remain fully responsible for all costs and out-of-pocket expenses incurred on my/our behalf, and I/we will from time to time advance or reimburse GLF for the same, upon presentation of such bills for payment. I agree that: a) all bills are due and payable upon presentation; b) any bill not disputed within fifteen (15) days of the date of the bill shall be presumed to be reasonable and correct; c) advance payments made by credit card may not be credited to my account for sixty-one (61) days or more after authorization to charge is received; and d) any bill not paid when due shall bear interest from the date thereof at the rate of eighteen percent (18%) per annum. If GLF incurs any cost or expense to collect any amount due, I/we agree to pay all such costs and expenses, including reasonable attorney's fees. I/we agree that GLF or its agents may, from time to time, obtain credit information relating to me/us. In the event of a fee dispute, I/we hereby agree to submit to fee arbitration before the State Bar of Arizona Fee Arbitration Committee if but only if GLF agrees in writing to submit to fee arbitration before the State Bar of Arizona Fee Arbitration Committee.

This agreement does not cover other services such as counterclaims, cross-claims or cross-complaints. Attorney is not obligated to undertake any appeal. Client agrees that Attorney has made no representations concerning the outcome of the cause or causes of action and that Attorney has stated that all expressions relating to the outcome are matters of conjecture. If Attorney is of the opinion that the investigation discloses there is no legal liability or no reasonable prospect of recovery, then upon appropriate notice, Attorney will be permitted to withdraw from further representation without further obligation to client. Client hereby gives to Attorney a general and specific lien, in addition to any statutory lien, for that portion of any asset realized or recovered by Client which represents the attorney's fees, computed in accordance with this agreement, and any and all expenses, costs or disbursements advanced and incurred. In the event Client discharges Attorney, then Client shall pay forthwith to Attorney all costs, expenses and investigation costs incurred or laid out by Attorney together with the sum of two hundred fifty dollars (\$250.00) per hour for all time on this matter Attorney expended, and hereby gives to Attorney a lien upon the cause and claim for all said expenses, costs and time expended. Upon any recovery, all unpaid sums shall first be paid to Attorney before other sums or fees are paid from any settlement, compromise, judgment or verdict. I understand that **Goodman Law Firm** is an association of independent professional limited liability companies. Each lawyer has organized as a professional limited liability company under the laws of the State of Arizona. The personal liability of our members is limited to the extent provided in such laws. Goodman Law Firm, P.C., an Arizona professional corporation, provides practice-management goods and services to the lawyers' professional limited liability companies; legal services are provided to clients by the lawyers through one or more professional limited liability companies. Goodman Law Firm, P.C. does not provide legal services. **I understand that no attorney-client relationship exists until and unless I/we and GLF sign this Fee Agreement and GLF agrees in writing to represent me.**

Dated: _____ 20____. _____
(Signature)

(Signature)

ACCEPTED AND APPROVED:

GOODMAN LAW FIRM

By: _____