

**D'AMORE PERSONAL INJURY LAW, LLC**  
**CONTINGENCY FEE REPRESENTATION AGREEMENT**

\_\_\_\_\_ (hereinafter referred to as the "CLIENT," whether singular or plural) hereby retains D'Amore Personal Injury Law, LLC (hereinafter referred to as the "LAW FIRM," whether singular or plural) to represent CLIENT in CLIENT'S claim for medical injuries and other damages against \_\_\_\_\_ and/or others for negligence which occurred on or about \_\_\_\_\_. The LAW FIRM does not make, and will not make, any guarantees as to the outcome of the above-described claim.

Attorneys' fees shall be of a contingent fee basis and will be computed as a percentage of the gross recovery (before subtraction of the expenses, the costs of the litigation and/or reimbursement of any medical liens) in accordance with the following schedule:

- a) Forty percent (40%) of any gross amounts recovered;
- b) If a structured settlement or award of future periodic payments is made, the above fee shall be based on the present value of the settlement or award. All attorney's fees and expenses still outstanding will be paid in full at the time of receipt of, and from the initial lump sum payment.

After the deduction of attorneys' fees from the gross recovery, the CLIENT will be responsible for reimbursement of expenses and costs of litigation and the satisfaction of any medical liens. Expenses and costs of litigation that are not included in the legal fee include, but are not limited to: fees and expenses for court filings, medical record and/or document procurement, depositions transcripts, court reporting fees, expert witnesses, expert witness locator services, travel, private investigator services, postage, out-sourced copying, legal research services, trial presentation technology, local counsel (if necessary), and appellate counsel. The expenses associated with your case will be itemized and provided to you upon request, and/or at the conclusion of the case.

It is agreed and understood that this employment is upon a contingent fee basis and that there is no attorneys' fee in the event there is no recovery.

It is agreed and understood that the LAW FIRM may withdraw from the case after conducting an investigation.

It is agreed and understood that the LAW FIRM is not required to take an appeal or represent the CLIENT regarding an appeal. If after final resolution of this matter the verdict results in the need or desire to file an appeal or defend an appeal, a separate additional fee must be arranged in writing prior to the LAW FIRM having any obligation at all to represent CLIENT in such appeal.

It is agreed and understood that if CLIENT discharges the LAW FIRM without cause, the LAW FIRM shall be entitled to reasonable attorneys' fees and recovery of all expenditures. It is agreed and understood that attorneys' fees, under these circumstances, shall be based BOTH on the amount of time spent on the matter, and the value the LAW FIRM's work, including the work of the LAW FIRM's Employees and Employee Attorneys, provided to the matter. If CLIENT discharges the LAW FIRM without cause, CLIENT hereby grants LAW FIRM an attorney's lien for all expenditures made on behalf of CLIENT and for attorneys' fees, to be calculated as previously set forth.

We urge you to suspend all social media activity (*i.e.*, Facebook, Twitter, Instagram, *etc.*) while your case is ongoing. What you post may be harmful to your case, it may be misconstrued or misinterpreted, and/or it may end up on a big screen in the courtroom for everyone to see during your trial. Everything you post may be discoverable by the opposition in your case, either by simply looking you up on the internet or by seeking a court order. If you choose to not follow our advice to suspend all social media activity, then we urge you to change your privacy settings to the strictest possible access, which is normally "friends only." But our

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preference and advice is that you suspend all social media activity while your case is ongoing. You should not delete or remove information from your social media, as that could be considered destruction of evidence, spoliation of evidence, or obstruction of justice.

It is agreed and understood that the LAW FIRM is given a Limited Power of Attorney to sign the name of the CLIENT to all checks that the LAW FIRM receives on behalf of the CLIENT, which checks shall be deposited into the LAW FIRM's client escrow account.

CLIENT hereby agrees to the terms set forth above.

DATE: \_\_\_\_\_

The above employment is hereby accepted upon the terms stated herein.

**D'AMORE PERSONAL INJURY LAW, LLC**

BY: \_\_\_\_\_  
Paul M. D'Amore, Esq.  
Managing Member

Dated: \_\_\_\_\_