

# GREENBAUM LAW GROUP, LLP

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## CONTINGENT FEE RETAINER AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 2012, Newport Beach, California, between GREENBAUM LAW GROUP, LLP, (hereinafter "Attorney" ) and \_\_\_\_\_, (hereinafter "Client") to pursue a claim arising from \_\_\_\_\_.

Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate for the terms of settlement or compromise, but no settlement or compromise shall be made without the approval of the Client.

Client agrees to pay Attorney for services from any money, property received or recovered, or benefit conferred by either attorney or Client, the sum of 33 1/3% of any amounts (including principal, interest, costs or attorneys fees) from settlement, suit or award if resolved before commencement of trial or arbitration, or 40% of any amount (including principal, interest, costs or attorneys fees) from settlement, suit or award if resolved at or after commencement of trial or arbitration. In the event there is no recovery, then Attorney shall receive no fees for services. Contingency fees are not fixed by law and are negotiated between the attorney and the client. The contingency fees provided for herein have been agreed to by both client and attorney. Any sanctions against an opposing party or counsel, such as for abuse of the litigation process, shall be entirely retained by Attorney. Contingency fees do not include defending any cross-complaints, appeals or related matters.

Client will pay for filing fees, service of process costs and related expenses upon billing, and all other court or litigation costs, extraordinary postage costs, outsourced extraordinary photocopy expenses and any authorized investigation expenses and related expenses. Attorney may advance and client will pay such litigation costs but attorney shall advise client in advance of any individual costs generally in excess of \$100.00 for other than the initial filing fee. Recovered costs are included in the gross recovery subject to contingency fees.

Arbitration of Disputes – Client has the right to preliminarily arbitrate a fee matter only before the State Bar or Orange County Bar Association in accordance with the Business and Professions Code. Such fee arbitration shall not pertain to any matter other than fee claims. Should a dispute ever arise over Attorneys' services, Client agrees to resolve any and all other issues through binding arbitration before a retired Judge of a California Superior Court, higher court, or other arbitrator who has expertise in legal claims, as selected by the parties. Any such Arbitration shall be held in Orange County, California. Any Discovery shall be subject to the provisions for Discovery in Arbitration as provided in the California Code of Civil Procedure but either party may request the Arbitrator to limit the amount or scope of such discovery to balance the need for the discovery against the scope of the dispute and the parties' mutual desire to resolve disputes expeditiously and inexpensively.

Should client receive any proceeds after referral of a case or cause to attorney, client shall immediately forward attorney the contingent fee. Attorney shall have an attorney's lien and security interest on Client's claims, causes of action, any proceeds, and any judgments to the extent of the contingent fees and costs, herein provided, and Client expressly assigns that amount to Attorney. Attorney may retain its contingent fee from the amounts received by attorney from settlements, suit or otherwise. Attorney will deposit all proceeds to its State Bar required Attorney's Client Trust Account and is authorized to endorse Client's name to all such proceeds checks for deposit only to the Client Trust Account. If more than one matter is being handled, Attorney shall account for deductions for amounts owed by client as to related matters.

Client acknowledges that Attorney has made no guarantee regarding the successful termination of this or any claims or causes of action, and all expressions relative thereto are a matter of its opinion only. At Attorney's own expense, Attorney may associate with other counsel, such as for the court appearances and related services, in the pursuit of Client's claims or causes of action.

Client may terminate Attorney, subject to attorney's lien and claim for fees in accordance with applicable law and the California Bar Rules of Professional Conduct. In the event Attorney determines it does not wish to continue pursuing Client's claims or causes of action on contingent fee basis, Attorney may withdraw at any time upon giving 10 days written notice to Client at Client's last known address.

GREENBAUM LAW GROUP, LLP

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_