

CONTINGENT FEE AGREEMENT

In consideration of the legal services to be rendered by the law office of David K. Lucas and Associates, hereinafter called the "Attorney" for any claims that _____, in re: _____, hereinafter called the "Client", may have against the parties responsible for injuries and/or damages sustained by the Client on or about _____, in the County of Westmoreland, Pennsylvania, the Client does employ said Attorney to commence and prosecute such claims and does hereby assign to Attorney a fee of thirty-three and one third percent ($33\frac{1}{3}\%$) of all amounts recovered and in the event any litigation is required Forty percent (40%) of all amounts recovered.

All necessary costs and expenses incurred in said litigation shall be borne and paid by the Client; these costs and expenses shall be paid in advance by the Client, whenever possible; but if at any time the Attorney advances any costs or expenses, Client agrees to promptly reimburse Attorney. For any amounts that remain unpaid past final billing date, there will be a late charge of One and one-half ($1\frac{1}{2}\%$) compounded monthly at that rate.

If no recovery is obtained, no fee shall be payable to the Attorney. The Attorney, in his absolute discretion, may withdraw at any time from the case. Associate counsel may be employed at the discretion and expense of the Attorney.

Client agrees not to compromise the claim without the Attorney's consent and Attorney is not authorized to do so without Client's consent.

In case an appeal should need to be perfected in this case, the amount of legal fees will then be subject to renegotiation.

Client agrees to keep the Attorney advised of his whereabouts at all times and to cooperate in the preparation and trial of the case, to appear on reasonable notice for depositions and court appearances, and to comply with all reasonable requests made of him in connection with the preparation and presentation of this case.

Client hereby authorizes the Attorney to turn over all information, to the insurance company or the Defendants.

No representation has been made as to what amounts, if any, Client may be entitled to recover in this case.

DATED: _____
_____ CLIENT

CLIENT

ATTORNEY

**** NOTE: THIS IS YOUR CONTRACT. IT PROTECTS BOTH YOU AND YOUR ATTORNEY AND WILL PREVENT MISUNDERSTANDING. IF YOU DO NOT UNDERSTAND IT OR IF IT DOES NOT CONTAIN ALL OF THE AGREEMENTS YOU DISCUSSED, PLEASE CALL IT TO MY ATTENTION.**