

**SIMPSON LAW FIRM
DAVID A. SIMPSON, P.A.
1048 MAR WALT DRIVE
FT. WALTON, BEACH, FL 32548**

LEGAL REPRESENTATION CONTRACT

I hereby employ **DAVID A. SIMPSON** as my lawyer to represent me in my claim for damages against any liable persons, firms or corporations, including all insurance companies, resulting from _____ that occurred on _____, _____ in _____ County, Florida.

NOTIFICATION OF CLIENT'S BILL OF RIGHTS

The undersigned client has, before signing this contract, reviewed and read The Statement of Client's Rights and understands each of the rights set forth therein. The undersigned client has signed the Statement and received a signed copy to keep to refer to while being represented by the undersigned attorneys.

FEES

It is agreed that the fees charged will be the greater of (1) the contingency fee; or (2) if applicable, a court awarded fee. In the event a court awarded fee is granted which is less than the amount of the contingency fee as computed below, the court awarded fee will be applied as a credit to the total fee owed.

(1) Contingency Fee:

For your professional services, the undersigned client agrees to pay **SIMPSON LAW FIRM-DAVID A. SIMPSON, P.A.** out of the gross recovery, a contingency fee equal to the following:

- 33-1/3% - receipt of any recovery up to \$1 million through the time of filing suit and answer.
- 40% - receipt of any recovery up to \$1 million after receipt of an answer by the defendant where liability is not admitted.
- 30%- receipt of any recovery between \$1 million and \$2 million.
- 20%- receipt of any recovery in excess of \$2 million.

If all defendants admit liability at the time of filing their initial answers and request a trial only on damages, the contingency fee shall be:

- 33-1/3%- receipt of any recovery up to \$1 million through trial.
- 20% - receipt of any recovery between \$1 million and \$2 million.
- 15% - receipt of any recovery in excess of \$2 million.

In addition to the above percentages of any recovery, I also agree to pay my attorneys an **additional 5% of any recovery for post-trial services if a notice of appeal is filed or if post-judgement action is required for recovery on the judgement.**

(2) The Court awarded fee, if applicable, will be sought based upon the hourly rates charged by **DAVID A. SIMPSON P.A.** plus the appropriate multiplier which the court will apply to **DAVID A. SIMPSON P.A.** hourly rates.

GENERAL PROVISIONS

It is understood that, if appropriate, **SIMPSON LAW FIRM** is authorized to litigate the issue of fees because if they succeed, it would be a direct benefit to the undersigned client who hereby agrees that **SIMPSON LAW FIRM** is entitled to be additionally compensated for the time and effort and success in obtaining court awarded fees.

It is understood that the undersigned client remains fully responsible for all court costs and other out-of-pocket expenses incurred by the undersigned attorneys in the investigation and prosecution of the claim. The undersigned client agrees to pay an initial cost retainer in the amount of _____ and said costs may include, but not be limited to, long distance telephone expenses, travel expenses, investigative expenses, the fees of expert witnesses, exhibit costs, and court reporter fees. The client may elect to advance such costs or pay the same as incurred (by giving written notice of election to do so), but if such election is not at this time made by the client, the attorneys may advance such amounts from their own funds, or borrow the same for the account of the client, and the client shall be obligated to repay such funds advanced at or before any final disbursement of the proceeds of this claim. Costs incurred are to be paid out of the NET proceeds the client is to receive after deduction of the percentage attorney's fees.

I further understand that in the event litigation is instituted and it is unsuccessful as to any party, I may be responsible to such party for taxable court costs.

If it is determined that one or more of the responsible parties is a governmental agency and that the recovery and/or attorney's fees are limited by law against the party, it is understood that the attorney's fee on the account of the recovery from that party shall be the amount provided by law, not to exceed the above amounts.

If I am to receive a recovery which will be paid in whole or in part on a future structured or periodic basis, the attorneys' fee attributable to such future payments shall be paid in lump sum at the time of the settlement of the claims. I shall be responsible for paying the total fee due on the total recovery at the time of the settlement of the case. The contingent fee due on future amounts shall be calculated on the cost of the structured verdict or settlement or on the present money value of the structured verdict or settlement, whichever is less.

In the event my attorneys determine after investigation of the case that in their opinion it is not feasible for them to prosecute the claim, upon notification to me of such fact, my attorneys are relieved from prosecuting the case and may withdraw from representation under this agreement.

In the event of any dispute over this agreement, Venue and Jurisdiction shall be the First Judicial Circuit of Florida, in and for Okaloosa County, and the laws of the State of Florida shall apply. Any dispute regarding fees shall be submitted to the Fee Arbitration Committee of the Okaloosa Walton Bar Association.

The undersigned client further agrees that from the proceeds of any such recovery, whether by settlement, judgement or otherwise, you may deduct the attorneys' fees to which you are entitled, and all costs and expenses and I further agree that you may deduct the amount of all unpaid bills for doctors, hospitals and related items, making disbursement of such funds directly to the doctor, hospital or health care provider concerned.

I acknowledge my understanding that a division of the attorney's fees will be made on the basis of time and effort expended by each attorney which is estimated to be as follows:

_____ David A. Simpson

_____ Associate Attorney

RIGHT TO CANCEL

This contract may be cancelled by written notification to the attorneys at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled, the client shall not be obliged to pay any fees to the attorneys for the work performed during that time. If the attorney(s) have advanced funds to others in representation of the client, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

DATED this ____ day of _____, 200____.

Client: _____

Client: _____

I the undersigned lawyers, accept the above legal representation upon the terms stated herein and acknowledge our mutual legal responsibility to the client for the performance of the legal services under this contract and each agrees to be available to the client for consultation concerning this case.

DATED this ____ day of _____, _____.

By _____
DAVID A. SIMPSON

By _____
Associate Attorney