

Other Clauses of Interest in Fee Agreements

[Inserted Text Begins]Other Forms of Interest in Fee Agreements[inserted Text Ends]

1. ~~{Deleted Text Begins}~~1. ~~{Deleted Text Ends}~~ARBITRATION

A. ~~{Deleted Text Begins}~~ A. ~~{Deleted Text Ends}~~ARBITRATION OF ALL DISPUTES INCLUDING CLAIMS OF MALPRACTICE

Any dispute between the parties [Attorney and Client] regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in Paragraph B below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person [Option: or agree upon a 3-person panel] to hear and determine the dispute.

[Inserted Text Begins]Option: The arbitration provider shall be _____ [fill in the name of the arbitration provider] whose rules shall govern the arbitration.[inserted Text Ends]

~~{Deleted Text Begins}~~~~{Deleted Text Ends}~~Option: ~~{Deleted Text Begins}~~name The arbitration provider such as AAA, JAMS, ADR, etc., and provide that the arbitration shall be conducted pursuant to the provider's rules]. ~~{Deleted Text Ends}~~If the parties cannot agree~~{Deleted Text Begins}~~, then~~{Deleted Text Ends}~~ [Inserted Text Begins]on the selection of an arbitrator, a party may petition[inserted Text Ends] the Superior Court of [Inserted Text Begins] _____ [inserted Text Ends] [fill in ~~{Deleted Text Begins}~~the ~~{Deleted Text Ends}~~name of county] County ~~{Deleted Text Begins}~~shall~~{Deleted Text Ends}~~ [Inserted Text Begins]and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will[inserted Text Ends] choose an impartial arbitrator ~~{Deleted Text Begins}~~whose~~{Deleted Text Ends}~~ [Inserted Text Begins]and the court's[inserted Text Ends] decision shall be final and conclusive on all parties.

[Inserted Text Begins]Option:[inserted Text Ends] Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05.~~{Deleted Text Begins}~~ ~~{Optional provision: The cost of the arbitration, excluding legal [Deleted Text Ends] fees and costs[Deleted Text Begins], shall be borne by the losing party or in such proportion as the arbitrator shall decide.}~~ ~~The parties shall bear their own legal [Deleted Text Ends] fees and costs for [Deleted Text Begins][all claims, or contract claims, or tort claims]. The sole and exclusive[Deleted Text Ends]~~

[Inserted Text Begins]Option: Each party shall bear its own costs, expenses, attorney's fees and an equal share of the arbitrators' and administrative fees.[inserted Text Ends]

[Inserted Text Begins]The[inserted Text Ends] venue for the arbitration and ~~[Deleted Text Begins]or any legal dispute shall be[Deleted Text Ends]~~[Inserted Text Begins]any post-award proceeding to confirm, correct or vacate the award shall be _____[inserted Text Ends] [fill in name of county] County, California.

~~[Deleted Text Begins]By initialing below, [Deleted Text Ends]~~Client and Attorney confirm that they have read and understand subparagraphs A above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client ~~[Deleted Text Begins]has the right to have[Deleted Text Ends]~~[Inserted Text Begins]may consult with[inserted Text Ends] an independent lawyer of Client's choice [Inserted Text Begins]to[inserted Text Ends] review these arbitration provisions, and this entire agreement, prior ~~[Deleted Text Begins]to initialing this provision or [Deleted Text Ends]~~signing this Agreement.

~~[Deleted Text Begins]~~ _____ (Client Initial Here) _____
(Attorney Initial Here) ~~[Deleted Text Ends]~~

**B. ~~[Deleted Text Begins]~~ ~~B.[Deleted Text Ends]~~ MANDATORY FEE
ARBITRATION**

Notwithstanding subparagraph A above, [Inserted Text Begins]the parties acknowledge that[inserted Text Ends] in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration [Inserted Text Begins]act[inserted Text Ends] procedures as set forth in California Business and Professions Code Sections 6200-6206[Inserted Text Begins] (the Mandatory Fee Arbitration Act). [inserted Text Ends]If, after receiving a Notice of Client's Right to [Inserted Text Begins]Fee Arbitration[inserted Text Ends], Client does not elect to proceed under the [Inserted Text Begins]Mandatory Fee Arbitration Act procedures, and files[inserted Text Ends] a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph A. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration [Inserted Text Begins]Act[inserted Text Ends] procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration~~[Deleted Text Begins] and[Deleted Text Ends]~~[Inserted Text Begins], if[inserted Text Ends] either party rejects the award ~~[Deleted Text Begins]and requests a trial de novo [Deleted Text Ends]~~within 30 days after the award is mailed to the parties. ~~If, after receiving a notice of client's right to [Deleted Text Begins]arbitrate[Deleted Text Ends], Client does not elect to proceed under the [Deleted Text Begins]State Bar fee arbitration procedures, and file [Deleted Text Ends]~~a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph A~~[Deleted Text Begins].[Deleted Text Ends]~~
~~[Deleted Text Begins][Optional provision: If either party rejects a non-binding fee arbitration-~~

award by timely submission of a request for trial de novo, Attorney and Client agree that in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions of paragraph 1, above.]—[Deleted Text Ends]

2. ~~[Deleted Text Begins]2. [Deleted Text Ends]~~ **MEDIATION CLAUSE**

~~[Deleted Text Begins] If a dispute arises out of or relating to any aspect of this Agreement between [Deleted Text Ends] Attorney and Client [Deleted Text Begins], or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to first try in good faith to settle the dispute by [Deleted Text Ends] private mediation [Deleted Text Begins] or fee-mediation provided by local bar association programs before resorting to [Deleted Text Ends] arbitration, litigation [Deleted Text Begins], or any [Deleted Text Ends] other dispute-resolution procedure. The [Deleted Text Begins] cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties. [Deleted Text Ends]~~

Attorney and Client [Inserted Text Begins] agree to try to settle all disputes between them through [inserted Text Ends] private mediation [Inserted Text Begins] before initiating any [inserted Text Ends] arbitration, litigation [Inserted Text Begins] or [inserted Text Ends] other dispute-resolution procedure. The [Inserted Text Begins] disputes which are subject to mediation include without limitation the following: claims regarding the construction, application or performance of services, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and attorney's [inserted Text Ends] fees and costs [Inserted Text Begins]. Any party to the agreement may initiate mediation through service of a written demand in person or by mail to the opposing party. Each party shall bear its own [inserted Text Ends] fees and costs for [Inserted Text Begins] the mediation. [inserted Text Ends]

3. ~~2. [Deleted Text Begins]3. [Deleted Text Ends]~~ **INTEREST CHARGES**

If a ~~[Deleted Text Begins] billing statement [Deleted Text Ends]~~ [Inserted Text Begins] bill [inserted Text Ends] is not paid when due, interest will be charged on the principal balance ([Inserted Text Begins] consisting of any unpaid [inserted Text Ends] fees, costs, and [Deleted Text Begins] disbursements [Deleted Text Ends] [Inserted Text Begins] or expenses [inserted Text Ends]) shown on the ~~[Deleted Text Begins] statement [Deleted Text Ends]~~ [Inserted Text Begins] bill [inserted Text Ends]. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ~~[Deleted Text Begins] ANNUAL PERCENTAGE RATE [Deleted Text Ends]~~ [Inserted Text Begins] PER ANNUM [inserted Text Ends]). The unpaid balance will bear interest until paid.

[Interest may not be compounded without compliance with the California Civil Code, Appendix I, dealing with usury.]

4. ~~3. [Deleted Text Begins]4. [Deleted Text Ends]~~ **REPLENISHING DEPOSIT**

To commence the representation, Client has provided [must provide] Attorney with a

\$ _____ deposit. Attorney will hold the deposit in ~~{Deleted Text Begins}Attorney's{Deleted Text Ends}~~{Inserted Text Begins}Attorney/Client{inserted Text Ends} Trust Account and apply it to each ~~{Deleted Text Begins}statement{Deleted Text Ends}~~{Inserted Text Begins}bill{inserted Text Ends} when rendered by Attorney. Client will pay any additional balance due upon receipt of Attorney's ~~{Deleted Text Begins}statements{Deleted Text Ends}~~{Inserted Text Begins}bills{inserted Text Ends} each month and also will replenish the deposit each month in the amount of all payments made to Attorney from the deposit{Inserted Text Begins} to return the deposit to _____{inserted Text Ends}. At the conclusion of the matter, the deposit will be applied to the final ~~{Deleted Text Begins}statement{Deleted Text Ends}~~{Inserted Text Begins}bill{inserted Text Ends}, in which event Client will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final ~~{Deleted Text Begins}statement{Deleted Text Ends}~~{Inserted Text Begins}bill{inserted Text Ends} is satisfied in full.

~~{Deleted Text Begins}5. SECURITY DEPOSIT{Deleted Text Ends}~~
~~{Deleted Text Begins}Attorney's obligation to render services to Client will be subject to Attorney's receipt of a refundable security deposit of \$ _____.{Deleted Text Ends}~~
~~{Deleted Text Begins}Attorney will apply \$ _____ of that deposit to the first fees and costs billed to Client pursuant to this Agreement, and will retain the remainder of the deposit in Attorney's trust account as security for Client's obligations to make timely payment of fees and costs pursuant to this Agreement. Attorney will thereafter apply the remaining deposit against what appears to be the last billing for the services rendered to Client pursuant to this Agreement. Client agrees to provide an additional security deposit of \$ _____ at least 120 days prior to the first scheduled trial date of the matter.{Deleted Text Ends}~~

~~5.~~ 4.~~{Deleted Text Begins}6. ATTORNEYS'{Deleted Text Ends}~~{Inserted Text Begins}ATTORNEY'S{inserted Text Ends} FEES CLAUSE{Inserted Text Begins}*{inserted Text Ends}

The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code Sections 6200-6206, will be awarded reasonable ~~{Deleted Text Begins}attorneys'{Deleted Text Ends}~~{Inserted Text Begins}attorney's{inserted Text Ends} fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

~~6.~~ 5.~~{Deleted Text Begins}7. {Deleted Text Ends}~~**OTHER PAYOR CLAUSE – INSURANCE**

Client has informed Attorney that Client may have insurance coverage which may pay for some or all of Attorney's fees ~~{Deleted Text Begins}which{Deleted Text Ends}~~{Inserted Text Begins}that{inserted Text Ends} may become due under this Agreement. Attorney will make a claim with the insurer for compensation. It is understood, however, that if the insurance provider refuses or fails to pay Attorney for any reason, Client shall remain responsible for paying all Attorney's ~~{Deleted Text Begins}statements{Deleted Text Ends}~~{Inserted Text Begins}bills{inserted Text Ends} as they are rendered upon the billing and payment terms set forth in this Agreement. Should the insurance provider pay only a portion of the fees and costs, Client

shall be responsible for the balance.

~~[Deleted Text Begins]8. OTHER PAYOR CLAUSE—PERSONAL[Deleted Text Ends]~~
~~[Deleted Text Begins] Client has informed Attorney that Client has arranged for~~
~~[employer/relative name and relationship] to be responsible for some or all of Attorney's fees~~
~~which may become due under this Agreement. It is understood that should [name] fail for any~~
~~reason to pay Attorney's statements as they become due, Client shall remain responsible for paying~~
~~all Attorney's statements as they are rendered upon the billing and payment terms set forth in this~~
~~Agreement.[Deleted Text Ends]~~
~~[Deleted Text Begins] It is understood that the attorney/client relationship will only exist between~~
~~Attorney and Client, and that [employer/relative name] will have no right to information regarding~~
~~the representation of Client by Attorney, and have no right to control or direct the Attorney in~~
~~providing the services under this Agreement, unless specifically approved by Client.[Deleted Text~~
~~Ends]~~
~~[Deleted Text Begins][Note:—Provide signature line for employer/relative in Agreement.][Deleted~~
~~Text Ends]~~

7. [Deleted Text Begins]9. FIXED[Deleted Text Ends][Inserted Text
Begins]FLAT[inserted Text Ends] FEE CLAUSE

Client agrees to pay a ~~[Deleted Text Begins]fixed[Deleted Text Ends]~~[Inserted Text
Begins]flat[inserted Text Ends] fee of \$ ~~_____~~[Deleted Text Begins]—[Deleted Text Ends] for
Attorney's services under this Agreement. ~~[Deleted Text Begins]The fixed[Deleted Text~~
~~Ends]~~[Inserted Text Begins]This[inserted Text Ends] fee is ~~[Deleted Text Begins]due by~~
~~_____~~. Attorney shall have no obligation to provide services to Client until the fixed
fee is paid in full. Unless Attorney withdraws before the completion of the services or otherwise
fails to perform services contemplated under this Agreement, the fixed fee will be earned in full and
no portion of it will be refunded once any material[Deleted Text Ends][Inserted Text Begins]fixed
and does not depend on the amount of work performed or the results obtained. Client acknowledges
that this fee is negotiated and is not set by law. The fee shall be paid by Client [Option 1: on
(insert date)]; [Option 2: in equal installments of \$ _____ due _____]; [Option 3: when the work is
completed]. The Flat Fee, upon payment, becomes the property of Attorney and need not be
deposited into the Attorney/Client trust account. Either party may terminate the representation at
any time, subject to Attorney's obligations under the Rules of Professional Conduct and the
approval of the court if the matter is in litigation. If either party terminates the representation
before Attorneys have provided all legal services described in this Agreement, Client may be
entitled to a refund of all or part of the flat fee based on the value of the legal[inserted Text Ends]
services [Deleted Text Begins]have been [Deleted Text Ends]performed[Inserted Text Begins]
prior to termination[inserted Text Ends].

~~[Deleted Text Begins]6. 10. "OTHER ATTORNEY" CLAUSE—~~
~~CONTINGENCY[Deleted Text Ends]~~

~~[Deleted Text Begins] It is agreed that Attorney will associate with another attorney, [name], who~~
~~will assist Attorney regarding the representation. [Name] will be compensated out of the fees which~~
~~Attorney otherwise will earn under this Agreement based upon the effort and time he/she puts into~~
~~the case. Attorney will divide the total fees received from the representation with [name], and the~~

~~terms of the division will be [specify the terms of fee division]. This division of fees will not increase the fee due from Client should Attorney obtain a recovery [Deleted Text Ends] on behalf of Client.~~

8. [Inserted Text Begins] **DIVISION OF CONTINGENCY FEES** [inserted Text Ends]

[Inserted Text Begins] Client agrees that attorney may associate other Attorneys to assist in the representation. Your legal fees under this agreement will not increase by reason of this association. The associated attorneys will receive _____ (fill in fraction or other method) of the fee and this firm will receive _____ (fill in fraction or other method). [inserted Text Ends]

[Inserted Text Begins] By signing this agreement, I have read and understand the above and confirm my consent to the terms of the association of counsel and division of fees. [inserted Text Ends]

9. ~~[Deleted Text Begins] 11. [Deleted Text Ends] “OTHER ATTORNEY”~~
~~[Deleted Text Begins] CLAUSE—HOURLY [Deleted Text Ends]~~ [Inserted Text Begins] **CLAUSE—HOURLY** [inserted Text Ends]

It is agreed that Attorney will associate with another attorney, [name], who will assist Attorney regarding the representation. [Name] will be compensated by Attorney on an hourly basis at a rate of \$ _____ per hour. These charges will be billed by Attorney to Client as a cost as defined in this Agreement. [Option: or “billed directly to Client by the other attorney.”].

[NOTE: [Inserted Text Begins] This language was [inserted Text Ends] not ~~[Deleted Text Begins] suitable [Deleted Text Ends]~~ [Inserted Text Begins] created [inserted Text Ends] for use in contingency ~~[Deleted Text Begins] fee [Deleted Text Ends]~~ cases.]

~~[Deleted Text Begins] 12. **PROFESSIONAL LIABILITY INSURANCE DISCLOSURE** [Deleted Text Ends]~~

10. [Inserted Text Begins] **PAYMENT OF REFERRAL FEE** [inserted Text Ends]

~~[Deleted Text Begins] Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I do not have professional liability insurance. [Deleted Text Ends]~~

[Inserted Text Begins] Client acknowledges that attorney _____ (fill in name) who referred the case to this firm/attorney will receive a referral fee of _____ (fill in percentage) of all sums paid in this matter. Your legal fees will not be increased by reason of the referral fee payment. [inserted Text Ends]

[Inserted Text Begins] By signing this agreement, I confirm my consent to the terms of the payment of the referral fee. [inserted Text Ends]

11. [Inserted Text Begins] **LIEN—HOURLY FEE AGREEMENT.** [inserted Text Ends]

[Inserted Text Begins]Client hereby grants Attorney a lien on any and all claims that are the subject of Attorney’s representation under this Agreement. Attorney’s lien will be for any sums owing to Attorney for any unpaid costs, or attorney’s fees, at the conclusion of Attorney’s services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. The lien shall exist and attach to any recovery only for costs already advanced by Attorney pursuant to Paragraph ___ [insert paragraph number pertaining to Costs]. Because a lien may affect Client’s property rights, Client may seek the advice of an independent lawyer of Client’s own choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.[inserted Text Ends]

[Inserted Text Begins]_____ (Client initials here) _____ (Attorney initials here)[inserted Text Ends]

12. [Inserted Text Begins]EXCLUDED SERVICES[inserted Text Ends]

[Inserted Text Begins]Attorney’s representation does not include independent or related matters that may arise, including, among other things, claims for property damage, workers’ compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy. [Expand as necessary.][inserted Text Ends]

13. [Inserted Text Begins]CONTINGENCY LANGUAGE OPTIONAL CLAUSES[inserted Text Ends]

A. [Inserted Text Begins]NO RECOVERY LANGUAGE[inserted Text Ends]

[Inserted Text Begins]If no recovery is obtained, Client will be obligated to pay only for costs, disbursements and expenses, as described in Paragraph ___ [insert paragraph number pertaining to Costs]. These may include Client’s obligation to pay attorney fees and costs of the type enumerated in Paragraph ___ [insert paragraph number pertaining to Costs] to any prevailing party, either pursuant to statute or court order.[inserted Text Ends]

B. [Inserted Text Begins]ATTORNEY ADVANCING COSTS LANGUAGE[inserted Text Ends]

[Inserted Text Begins]Client will not be obligated to pay Attorney for costs, disbursements or expenses advanced by Attorney. However, if Client is not the prevailing party the court may award attorney fees and costs of the type enumerated in Paragraph ___ [insert paragraph number pertaining to Costs] to any prevailing party and payment of such attorney fees and costs shall be the

sole responsibility of Client.[inserted Text Ends]

C. [Inserted Text Begins]NET RECOVERY OPTIONS[inserted Text Ends]

[Inserted Text Begins]OPTION 1A: [inserted Text Ends]

[Inserted Text Begins]STRAIGHT PERCENTAGE OF NET RECOVERY[inserted Text Ends]

[Inserted Text Begins]The fee to be paid to Attorney will be _____ percent (____ %) of the “net recovery”. The term “net recovery” means (1) the total of all amounts received by settlement, arbitration award or judgment, (2) minus all costs and disbursements set forth in Paragraph ____ [insert paragraph number pertaining to Costs].[inserted Text Ends]

[Inserted Text Begins]OPTION 1B: [inserted Text Ends]

[Inserted Text Begins]NET RECOVERY INCLUDING COURT ORDERED FEES[inserted Text Ends]

[Inserted Text Begins]The term “net recovery” means (1) the total of all amounts received by settlement, arbitration award or judgment, (2) minus all costs and disbursements set forth in Paragraph ____ [insert paragraph number pertaining to Costs]. If another party is ordered by the court to pay Client’s Attorney’s fees and/or costs, that award shall be part of Client’s net recovery and the contingent fee shall be based on the Client’s total recovery, including the amount of the court ordered award of attorney’s fees and/or costs.[inserted Text Ends]

[Inserted Text Begins]OPTION 1C:[inserted Text Ends]

[Inserted Text Begins]NET RECOVERY PLUS COURT ORDERED FEES[inserted Text Ends]

[Inserted Text Begins]The term “net recovery” means (1) the total of all amounts received by settlement, arbitration award or judgment, (2) minus all costs and disbursements set forth in Paragraph ____ [insert paragraph number pertaining to Costs]. If another party is ordered by the court to pay Client’s Attorney’s fees and/or costs, Client agrees that the amount of the award shall be payable to Attorney in addition to Attorney’s contingent fee, as additional compensation for extraordinary time and effort.[inserted Text Ends]

[Inserted Text Begins]OPTION 1D:[inserted Text Ends]

[Inserted Text Begins]NET RECOVERY GREATER OF NET OR COURT ORDERED FEES: [inserted Text Ends]

[Inserted Text Begins]The term “net recovery” means (1) the total of all amounts received by settlement, arbitration award or judgment, (2) minus all costs and disbursements set forth in Paragraph ____ [insert paragraph number pertaining to Costs]. If another party is ordered by the court to pay Client’s Attorney’s fees and/or costs, Client agrees that the attorney’s fees and costs payable to Attorney pursuant to this Agreement shall be the greater of: (i) the amount otherwise owed to Attorney under this Agreement if the award of attorney’s fees and costs were disregarded; or (ii) the amount of the court ordered award of attorney’s fees

and costs.][inserted Text Ends]

D. [Inserted Text Begins]GROSS RECOVERY OPTIONS[inserted Text Ends]

[Inserted Text Begins]OPTION 2A[inserted Text Ends]

[Inserted Text Begins]STRAIGHT PERCENTAGE OF GROSS RECOVERY[inserted Text Ends]

[Inserted Text Begins]The fee to be paid to Attorney will be _____ percent (____ %) of the “gross recovery.” The term, “gross recovery” means a percentage of the total of all amounts received by settlement, arbitration award or judgment before deducting any litigation costs and expenses set forth in Paragraph _____ [insert paragraph number pertaining to Costs] which have been either advanced or incurred by Attorney[inserted Text Ends] on behalf of Client.

[Inserted Text Begins]OPTION 2B[inserted Text Ends]

[Inserted Text Begins]SCALED PERCENTAGE OF GROSS RECOVERY[inserted Text Ends]

[Inserted Text Begins]The fee to be paid to Attorney will be a percentage of the “gross recovery”, depending on the stage at which the settlement or judgment is reached. The term, “gross recovery” means a percentage of the total of all amounts received by settlement, arbitration award or judgment before deducting any litigation costs and expenses all costs and disbursements set forth in Paragraph 6 which have been either advanced or incurred by Attorney on behalf of Client.[inserted Text Ends]

[Inserted Text Begins]Attorney’s fee shall be calculated as follows:[inserted Text Ends]

(a) [Inserted Text Begins]If the matter is resolved before filing a lawsuit or formal initiation of proceedings, then Attorney’s fee will be _____ percent (____ %) of the gross recovery;[inserted Text Ends]

(b) [Inserted Text Begins]If the matter is resolved prior to _____ days before the date initially set for the trial or arbitration of the matter then Attorney’s fee will be _____ percent (____ %) of the gross recovery; and [inserted Text Ends]

[Inserted Text Begins]If the matter is resolved after the times set forth in (i) and (ii), above, then Attorney’s fee will be _____ percent (____ %) of the gross recovery.[inserted Text Ends]