|  |
| --- |
| JOHNSON & ROCHE  ATTORNEYS AT LAW  TYSONS CORNER  8355-A GREENSBORO DRIVE  McLEAN, VIRGINIA 22102 |

**CONTINGENT FEE RETAINER AGREEMENT**

I, , retain the law offices of Johnson and Roche and such associate counsel as they may deem advisable, to represent me in my claim for damages resulting from an injury on or about against

.

I agree to pay to my attorney a legal fee of 1/3 of the gross amount recovered on my behalf.

I agree to reimburse my attorney any monies advanced on my behalf in pursuit of the claim for damages arising out of the injury. My attorney shall provide an itemized list of costs for my approval.

If there is no recovery, there shall be no attorney fees. The client shall reimburse the firm of Johnson and Roche for costs.

The attorney agrees to exercise reasonable efforts in pursuing the client’s claim to a successful conclusion.

The client agrees that he/she will:

1. **DISCLOSE** all facts pertinent to this case to the attorney in a timely fashion.

2. Talk to no one. Anything you say to anyone else about this case could potentially be used against you at some point in the future.

3. Keep the attorney promptly advised of any change in health care providers and any new health care providers that the client is either referred to or sees for any reason. Health care provider means any physician, hospital, physical therapy office, radiology office or medical laboratory.

4. Follow your doctor’s advice. If your doctor recommends a certain treatment, you need to follow that advice. Likewise do not minimize your condition to your doctor. If you hurt, tell your doctor where you hurt and how bad it is.

5. RECORD OF COMPLAINTS: Keep a daily or weekly record of your complaints and how your physical condition is progressing.

6. WAGES AND LOST EARNINGS: Keep an accurate record of all days or hours lost from work because of your injuries or medical treatment.

7. MEDICAL BILLS: If you get any medical bills, keep them and periodically forward them to this office.

8. WITNESSES: If there are friends, neighbors or relatives who can testify as to the circumstances of your injury and the nature of the injury, you need to keep me informed as to the name, address and phone number of those witnesses as we may need to call them at trial. If those people are not properly identified we may not be able to use them at trial.

9. PHOTOGRAPHS: If you have photographs of anything relating to the incident or to your injuries, the attorney needs to see those.

10. YOUR ADDRESS: Keep this office informed as to where you live and any changes in phone number.

11. Retain all documentation from any pharmacies wherein prescriptions are filled and promptly provide all such documentation to the attorney.

12. Promptly advise the attorney of any significant change in the client’s medical condition that is in some way attributable to this injury.

13. **Not** make any postings on any social media sites about this injury. This is important because the insurance carrier through its attorney will be monitoring these sites and may seek to recover all postings made.

14. Keep in mind that all communications with this law office are privileged. Whatever is said to you or whatever you say to any member of this law firm should not be repeated to anyone else including friends, family members, healthcare providers or anyone else.

I appoint the firm as my attorney-in-fact with the specific power to execute documents, claim forms, settlement drafts, checks and other such items necessary for the prosecution/ settlement of this claim. In handling my claim the firm will attempt to ensure that all liens, including but not limited to those for medical expenses and any disability benefits, are paid as part of my recovery. **However I understand that I am solely and absolutely responsible to pay all such liens in full.**

The client understands that the failure to carry out any of these responsibilities set forth above may be a basis for either party terminating this Retainer Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Client’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Attorney’s Signature