

# THE WILSON LAW FIRM

A GEORGIA PROFESSIONAL CORPORATION

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## **STANDARD TERMS AND CONDITIONS FOR CONTINGENCY REPRESENTATION, SIMPLE ONE THIRD CONTINGENCY**

Thank you for considering The Wilson Law Firm, P.C. Please find outlined below the specific terms and conditions governing, and conditions precedent controlling, the formation of an attorney-client relationship between you and our firm. These terms and conditions control and apply to each and every matter for which we are engaged and client whom we represent *unless* otherwise expressly agreed to in a writing signed by you and our firm. We discuss these terms and conditions of engagement frankly because our relationship with you is important and we wish to avoid any misunderstandings later.

**1. Efforts On Your Behalf.** We will strive to represent you and your interests to the best of our ability and consistent with our obligations under the Georgia Rules of Professional Conduct. We will complete your work as expeditiously as possible and at a fair and reasonable cost to you. We do represent many other clients, and there will be times when we will be giving your work priority over others. But the converse is also true, and we trust that you will understand if there are times when we complete your work less expeditiously than at other times.

**2. Scope of Representation.** We only represent you for the matter for which we are retained. Representation does not extend to post-judgment matters, including motions, discovery and appeals, unless and until we have been specifically engaged to pursue the same. You understand and agree, furthermore, that you are represented by the entire firm and no one specific attorney. Other lawyers in the firm may represent you from time to time. We may also associate or consult with such other counsel as we believe necessary to adequately assist and represent you.

**3. Keeping Us Informed.** It is essential that you fully cooperate in your representation and make every effort to inform us of the facts of your case, provide us with any and all pertinent

documents and information, and keep us apprised of any and all changes or developments affecting your case. Without your full and complete cooperation, it becomes difficult for us to provide you with useful, accurate and correct legal advice and consultation, and to undertake effective action in any litigation or other matter in which we might represent you. You understand, acknowledge and agree that we are not responsible or liable for any error or oversight occurring as a result of any item, document, or information that was not timely disclosed to us during the course of representation.

**4. Keeping You Informed.** We will keep you informed of our activities on your behalf. Toward this end, we will provide you with copies of correspondence, pleadings and other documents sent to or received by us. Usually, you will have to take no action upon receipt of this information, but you should read it to be aware of what is taking place and to ask questions and provide information pertinent to your case. We suggest you maintain a file to organize these copies. We will be conferring with you on a regular basis. Your contribution to the fact gathering and planning process will continue to be most important throughout the course of representation.

**5. The Telephone.** The telephone can both save and waste time. We try to minimize our use of the telephone, unless there is something meaningful that can be accomplished. There will be times when we will be unavailable to speak on the telephone because of court appearances, conferences, or other pressing matters. At other times, we may delay the return of your call until we have something to report. Please feel free to speak to our assistants and please leave detailed messages on our voice mail system. In an attempt to minimize costs to you, we do make full use of voicemail and find it to be an effective way to communicate and pass on information and instructions. This will reduce our ultimate charge for legal services and will enable us to be more efficient in handling your case.

**6. Conflicts of Interest.** While acting on your behalf, you acknowledge that conflicts of interest, real or perceived, may arise from time-to-time, and you agree to waive any action, objection, or claim you may have now or in the future based on such conflict. You acknowledge, understand and agree that there are circumstances that may give rise to irreconcilable conflicts of interest that might require our withdrawal from representation. If an irreconcilable conflict occurs, we will endeavor to locate and refer you to alternate counsel, although as always, the choice of counsel remains exclusively your right and prerogative. Should you decide not to proceed with our recommendation regarding alternate counsel, the location of alternate counsel will be and will remain your responsibility.

**7. Basis for Billing.** Because this is an action for which there may be no recovery, our fees for service are contingent upon the successful conclusion of your Claim (as hereinafter defined). You will pay this firm nothing unless and until our efforts yield an acceptable result, as more fully specified in paragraph 8 below.

**8. Contingency Fee.** Upon the successful conclusion of any collection effort that we bring on your behalf, we are to be paid as our "contingency fee" one third (1/3) of the Gross Recovery paid in satisfaction of your Claim. The "Gross Recovery" is the entire amount actually collected. Your "Claim" includes all actions, causes of action, or other rights or claims pursued on your behalf in regards to the matter for which we have been retained. Further, "successful conclusion" means your acceptance of a compromised payment, settlement offer, award through mediation or arbitration, or judgment.

**9. Out-of-Pocket Costs.** You are ultimately responsible for our out-of-pocket costs, including, without limitation, copies, postage, facsimiles, court reporter fee, expert and other witness fees, court filing fees, courier fees, and all other costs and expenses incurred on your behalf, which costs and expenses will be billed to you periodically. If any balance is remaining at the time of the successful conclusion of your matter, such balance will be satisfied out of the Gross Recovery, although such satisfaction does not waive or otherwise modify our right to receive, nor your obligation to timely pay, all invoice amounts due and outstanding for out-of-pocket costs incurred on your behalf. Out-of-pocket costs are not included in nor do they comprise a part of our contingency fee, but are subject to independent and prompt payment and satisfaction.

**10. Payments.** Payment of our bill is due within fifteen (15) days of your receipt of the bill. Interest on any balances outstanding after thirty (30) days will be charged at the rate of one and one-half percent (1 ½%) per month, or eighteen percent (18%) per year.

**11. Agreement to Pay.** In consideration of our agreement to provide professional services to you, you agree to pay our fees, at our hourly rates, for the time we expend on your behalf. You also agree to reimburse all expenses incurred on your behalf. Furthermore, you agree to make payment within fifteen (15) days of your receipt of our bill.

**12. Billing Disputes.** Please review our bills carefully when rendered. All questions and disputes must be brought to our attention promptly, so they can be addressed and resolved to your satisfaction. We try to render detailed bills as accurately as

possible and with a minimum expenditure of time and corresponding fees. It is naturally possible to make mistakes, and we will be happy to correct any that you might identify. You agree, however, that after thirty (30) days from the date of each bill, if you have not sent us a written protest or notice of dispute, then our bills are deemed to be correct, agreed upon, and fully due and payable.

**13. Termination.** You shall at all times have the right to terminate our services upon written notice to that effect. We shall also have at all times the right to terminate our services upon written notice, if: (a) you fail to cooperate with us in any reasonable request; (b) you fail or refuse to timely and fully satisfy and pay our invoices; (c) we determine, in the exercise of our professional judgment, that to continue our services to you would be unethical or impractical; or (d) you fail or refuse to meet your obligations under this agreement. Regardless of who terminates our services, we reserve and shall have the right to: (a) collect all outstanding expenses incurred on your behalf, consistent with paragraph 8 above; and (b) to bill you either on an hourly fee basis for our efforts on your behalf at our ordinary hourly rates, or to pursue any greater claim for the value of our services, consistent with the rules and regulations promulgated by the Georgia State Bar. In such event, we shall have a right to take a lien against any future settlement of your case by another attorney. Presently, our hourly rates are as follows: \$395.00 per hour for L. Matt Wilson; \$250.00 per hour for Simon Jenner; and \$95.00 per hour for paralegals and office staff services. These rates are subject to periodic adjustment. Our monthly statements will reflect the rates in effect at the time the services were performed.

**14. Document Retention.** It is our firm's general policy to retain client files in storage for up to a period of not more than five (5) years following the termination or conclusion of representation; provided, however, that the firm makes no promise, representation, or guaranty that it will retain client files after the termination or completion of representation. The firm assumes no liability for the retention of any information, data or other material contained in your file following the conclusion or termination of representation. You understand, acknowledge and agree that following the termination or completion of representation, that your file will be sent to offsite storage and that we cannot, as a result, warrant or guaranty the safety or completion of your records. You will have access to your file at all times and may request that all or part of a file be copied, at your expense, which expense you agree to fully and promptly satisfy, consistent with paragraphs 11 and 12. By your signature, you acknowledge and understand our file and document retention policy and agree to the same.

**15. Entire Agreement.** This document, together with the engagement letter to which this document is attached, comprises the entire agreement by and between the parties. It supercedes any and all prior agreements, understandings, representations, statements and promises in regard to our representation of you and your interests in the matter for which we have been retained.

You acknowledge and agree that before executing this agreement and consenting to our representation of you, that you have had the opportunity to ask questions about and receive answers regarding the terms and conditions of representation as outlined above, and have in fact asked all pertinent questions and received satisfactory answers as to the same.

The parties further acknowledge and agree that this agreement is reached and entered into in Fulton County, Georgia, and that any cause of action regarding, pertaining to, or in any way arising under, respecting or otherwise relating to this agreement, including, without limitation, any and all matters undertaken as part of the representation provided for hereunder, shall be brought in a court of competent jurisdiction in Fulton County, Georgia. The parties agree that as a condition precedent to the filing of any action, they shall in good faith engage in mediation, to occur not later than thirty (30) days before the filing of such action, mediation to be performed by a mutually agreeable mediator with Henning Mediation Services, Inc. in Atlanta, Georgia.

**16. All Changes in Writing.** No changes to this agreement will be effective or otherwise binding unless and until they are memorialized in a written document, signed by both parties.

**17. Conditions Precedent.** There is no attorney-client relationship or other relationship between us unless and until (a) you have executed the engagement letter to which this document is attached, (b) paid in full the retainer agreed to, and (c) received a copy of such engagement letter countersigned by us and returned to you. Any teleconference, in person meeting, review of and/or commentary upon any materials that you may have submitted, or any other action short of those outlined explicitly in the prior sentence does not and shall not constitute the formation of an attorney-client relationship between us.

If the foregoing is acceptable, please execute the signature page of the engagement letter to which this document is attached and return to us. Thank you again for considering The Wilson Law Firm, P.C. We look forward to working with you.