

JOE M. REED & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

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MONTGOMERY

BIRMINGHAM

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AGREEMENT TO EMPLOY COUNSEL

This Agreement is made by and between, Joe M. Reed & Associates, Attorneys at Law, hereinafter called "Attorney," and _____, hereinafter called "Client." Client agrees that Joe M. Reed will represent him or her in court or administrative proceedings related to this matter.

Client hereby employs Attorney to represent and/or counsel Client with regard to the following matter(s):

1. _____

Attorney hereby accepts said employment upon the following terms: Attorney promises to use his best effort and skill in carrying out said employment; *Attorney can not and does not guarantee any particular results in any litigation or proceedings.*

THE FEE FOR ATTORNEY'S SERVICES AND EMPLOYMENT SHALL BE AS FOLLOWS:

- A flat rate fee of \$ _____, including expenses, payable as set out below.

- A contingent fee of 33% of all amounts (gross) recovered before any suit is filed; and of 40 % of all amounts (gross) recovered after any suit is filed, but before any trial preparations have begun; and of 45% of all amounts (gross) recovered after suit is filed and after trial preparations have begun, but before having the trial; and 50% of all amounts (gross) recovered after any trial. If an appeal is required, Attorney shall receive any affirmance penalty made by any appellate court as an additional fee for representation on appeal.

_____ initial

TERMS OF PAYMENT OF FLAT FEE ARE:

ATTORNEY'S EXPENSES incurred in connection with his representation of Client shall remain the sole responsibility of Client to pay and reimburse to Attorney. Said expenses include, but are not limited to, long distance telephone charges, telegram charges, court costs, costs of copies of documents, parking tolls, air fare, deposition expenses, photocopying documents in Attorney's office in excess of five pages per item at the rate of twenty-five cents per page, and out-of-town automobile expenses at the rate of forty cents per mile.

EXPENSES will be advanced by Attorney on behalf of Client and will be reimbursed out of any recovery, but shall in all events remain the sole responsibility of Client to pay at the end of the litigation.

EXPENSES will be paid from a deposit in Attorney's trust account by Client. The initial deposit to be \$_____ and to be supplemented as needed by Client within ten days written request by Attorney.

I/We hereby grant to our attorney a General and/or Durable Power of Attorney as my agent in fact and law regarding the above described representation and in any and all rationally related aspects to act on my/our behalf including, but not limited to: instituting legal actions, executing complaints and amendments thereto, regarding settlements, drafts, checks, compromises, negotiations, releases, dismissals, and orders or any other action or perform or act as I or we ourselves could in connection with our claims and/or representation. Provided, however, that final settlement of our claims will not be made without my approval of the amount and terms of settlement. Client hereby gives Attorney a lien on and security interest in any claim or cause of action (or the proceeds therefrom), as security for the payment of all amounts due hereunder, including expenses of Attorney. If Attorney is employed on a contingent fee basis and is discharged before the representation is concluded, it is agreed that Attorney will be compensated at a rate of three hundred fifty dollars (\$350) per hour, billed on a quarterly basis of an hour, for time actually expended in and about the employment before discharge plus expenses. If attorney is employed on a flat fee basis and is terminated by client for any reason, client agrees that attorney shall be compensated at an hourly rate of three hundred fifty dollars (\$350) per hour, billed on a quarterly basis of an hour, or one half the agreed upon fee, whichever is greater for time actually expended in and about the employment before discharge, plus expenses. Hourly rate shall not exceed flat rate retainer fee, unless otherwise agreed. Client agrees to allow attorney to use any and all portions of any amount of retainer fee paid by client in any manner attorney deems necessary which aids attorney in representation of client. Client hereby appoints and designates Attorney as his or her attorney-in-fact and/or agent in fact with full authority to execute releases on behalf of client and to negotiate and endorse in Client's name any negotiable instrument or instruments in connection with said representation.

_____ initial

Client also agrees that case may be referred to other counsel of attorney's choosing or that attorney may associate other counsel in connection with said representation, or that other counsel may stand in for attorney in connection with representation, at no cost to client, unless client agrees to such additional cost.

DONE this Day of, 20.....

ATTORNEY (for the firm)

CLIENT