

# MORGAN D. KING

ATTORNEY & COUNSELOR AT LAW

P.O. Box 2952

DUBLIN, CA 94568

TEL: (925) 829-6363

FAX: (925) 829-8724

[MORGAN@MORGANKING.COM](mailto:MORGAN@MORGANKING.COM)

## FEE AGREEMENT FOR PERSONAL INJURY CASE

THIS AGREEMENT, consisting of 2 pages, made this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ at Dublin, California by and between (client's name)  
\_\_\_\_\_, hereinafter referred to as "client," and Morgan D. King and  
the Law Offices of Morgan D. King, hereinafter referred to as "attorney," agree as follows:

Attorney shall prosecute a claim and or litigation to recover monetary damages for the client in connection with an injury sustained on \_\_\_\_\_, resulting in damages to said client including medical bills, loss of property, lost earning capacity, mental and emotional distress, pain and suffering, and other damages, according to proof.

The client and attorney further agree as follows:

### 1. FEES

Attorney shall receive as attorney's fees 33.33% of the net amount of any recovery if the case settles at any time prior to the commencement of trial, which shall be deemed to commence with the calling of the first juror for voir dire; and 40% after commencement of trial. If the matter is resolved by mediation or arbitration the fee shall be a range of 33.33% and 40% subject to negotiation between client and attorney.

### 2. COSTS

Attorney shall be entitled to recover his out-of-pocket expenses reasonably and necessarily expended in the prosecution, settlement, or trial of this case, including but not limited to case filing fees, motion filing fees, service of process costs, costs of medical records, employment records, accident reports, etc; medical fees for medical reports for diagnosis, treatment, and prognosis, expert witness fees and costs, photocopy costs, photography costs, and trial preparation.

### 3. RECOVERY

Net amount of recovery means gross recovery, including general damages for pain and suffering and special damages, after deduction of attorney's costs.

### 4. STRUCTURED SETTLEMENT

If recovery is made in the form of a "structured settlement" such as an annuity, trust or other form of periodic or delayed payment, attorney shall receive fees and costs in a lump sum at or before the time periodic or delayed payments commence. Such fees and costs shall not be paid on a periodic or delayed basis without the express consent of attorney.

**5. APPEALS ETC.**

Appeals, re-trials and other similar extraordinary tasks are not included in the within agreement and shall be subject to a separate fee agreement.

**6. FEES SUBJECT TO NEGOTIATION**

The fees stated in this agreement are subject to negotiation and are not set by law.

**7. ATTORNEY’S LIEN ON SETTLEMENT OR AWARD**

Attorney is hereby given a lien for legal fees and costs in this claim or cause of action, and in any sum recovered by way of settlement, or from any judgment that may be recovered. This contract and lien may be disclosed to defendants without notice if necessary to put third parties on notice of the terms of this lien.

**8. RIGHT TO EMPLOY**

Attorney shall associate with, or employ, such other legal professionals as may be prudent or necessary to prosecute this claim or suit, including attorneys and paralegals. Such employment will not result in a higher portion of the recovery for fees specified above.

**9. POTENTIAL CLIENT LIABILITY**

Client is hereby noticed that in the event the case goes to trial and client does not prevail in the case (i.e., loses the trial), the client may be liable for the defendant’s legal costs.

**10. TERMINATION**

Either client or attorney may terminate this agreement at any time. If client terminates this agreement, attorney is entitled to the reasonable value of services rendered to date of termination.

**11. ATTORNEY SELF-INSURED**

Attorney is self-insured (i.e., does not carry malpractice insurance).

**12. MEDICAL TREATMENT**

Attorney has no duty to obtain, arrange, or pay for medical treatment.

**13. NO GUARANTEE OF RECOVERY**

Attorney makes no guarantee of recovery for damages.

DATED: \_\_\_\_\_ CLIENT: \_\_\_\_\_

DATED: \_\_\_\_\_ ATTORNEY: \_\_\_\_\_

**END OF FEE / RETAINER AGREEMENT**