

# LAW OFFICE OF CURTIS MCINTOSH

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## CONTINGENT FEE RETAINER AGREEMENT - MULTIPLE CASES

THIS AGREEMENT is made on \_\_\_\_\_, 2008 at San Diego, California, by and between CURTIS MCINTOSH, hereinafter referred to as "Attorney" and \_\_\_\_\_, (hereinafter referred to as "Client") to pursue claims arising from any and all collection and/or judgment enforcement matters referred and accepted on contingent fee.

Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate settlement or compromise, but no settlement or compromise shall be made without the approval of the Client.

Client agrees to pay Attorney for services from any money, property received or recovered, or benefit conferred by either attorney or Client, the sum of 33 % of any amounts (including principal, interest, costs or attorneys fees) from settlement, suit or award if resolved before commencement of trial or arbitration, or 40% of any amounts (including principal, interest, costs or attorneys fees) from settlement, suit or award if resolved at or after commencement of trial or arbitration. Contingent fees are not set by law but are negotiable between Attorney and Client. In the event there is no recovery, then Attorney shall receive no fees for services. Any sanctions against an opposing party or counsel shall be entirely retained by Attorney. Contingency fees do not include defending any cross-complaints.

Client has advanced Attorney an initial deposit for costs and expenses and/or Client shall pay to Attorney upon billing, all court or litigation costs, telephone, postage, photocopy expenses, investigation expenses, and computer assisted research, if any, over and above the initial deposit, provided, however, that Attorney shall advise client in advance of any individual costs in excess of \$100.00 for other than the initial filing fee.

Attorney is hereby given a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments there under, to the extent of the share herein provided, and Client expressly assigns that amount to Attorney. It is agreed that Attorney may retain its share of the amounts finally received by settlement, suit or otherwise, for services and disbursements furnished by Attorney on any matter Attorney is handling for Client. Client authorizes Attorney to endorse Client's name to all proceeds checks for deposit to Attorney's Client Trust Account. If more than one matter is being handled, Attorney may offset amounts owed to related matters.

Client acknowledges that Attorney has made no guarantee regarding the successful termination of this or any claims or causes of action, and all expressions relative thereto are a matter of his opinion only. Attorney may associate other counsel at his own expense to pursue Client's claims or causes of action. In the event Attorney determines it does not wish to continue pursuing Client's claims or causes of action on a contingent fee basis, Attorney may withdraw from the case at any time upon giving written notice to Client at Client's last known address.

If Attorney is pursuing Client's claims and a favorable resolution and/or collection is likely, or Client settles or resolves its claims directly without involving attorney, and Client takes steps to either, a) terminate the employment of Attorney; b) fails to cooperate with Attorney in the prosecution of the case or cause; or c) voluntarily directs Attorney to terminate efforts, Attorney shall be entitled to his full contingent fee.

LAW OFFICE OF CURTIS MCINTOSH

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

By: \_\_\_\_\_

By: \_\_\_\_\_