



CONTINGENT FEE AGREEMENT (CFA)

(modified 02/2023)

I/we _____ (hereinafter “CLIENT”), hereby hire MINGUS MOUNTAIN LAW GROUP, PLLC (hereinafter “FIRM”) in connection with the assertion of a claim(s) arising on or about _____ (date) against _____ (responsible party), for Bodily Injury or Wrongful Death suffered, and any additional claim generally associated therewith against any other responsible party or entity, as a result of the following conduct: _____. In this Contingent Fee Agreement (hereinafter “AGREEMENT”), the FIRM agrees to use its best efforts for, and on behalf, of the CLIENT as described more fully below.

1. SCOPE OF SERVICES: CLIENT hires the FIRM to recovery monetary compensation for CLIENT from any responsible party who caused Bodily Injury to CLIENT, or Wrongful Death of a family member. This representation extends to any additional legitimate claim(s) unforeseeable at the time this AGREEMENT is entered. CLIENT authorizes FIRM to act on CLIENT’s behalf on all issues involved. CLIENT authorizes the FIRM to act on behalf of CLIENT at all stages of a Bodily Injury or Wrongful Death claim, and to bind the CLIENT except only in the matter of settlement of CLIENT’s claim, which FIRM agrees not to do *without* CLIENT’s consent.

CLIENT also agrees to the association, if necessary, of any another law firm(s) which FIRM believes is necessary for proper representation of CLIENT, including appeal. CLIENT understands the fee terms as discussed below in Section 3 shall remain the same if another law firm is associated, unless otherwise informed at the time of association.

CLIENT agrees to keep the FIRM advised of CLIENT’s current contact information, to respond to FIRM’s request for information, to cooperate in the preparation of the claim, to appear on reasonable notice for depositions and court appearances, and to comply with all other reasonable requests made of CLIENT by FIRM in connection with the presentation of the claim. Failure to cooperate with any of these conditions may result in FIRM’S withdrawal of representation, or court-imposed sanctions which may include dismissal of CLIENT’s claim.

FIRM does not perform appellate work. In the event it is determined an appeal of a state or federal court decision is a consideration, FIRM will work very closely with CLIENT to secure competent appellate counsel to represent CLIENT’s best interest. FIRM agrees to work closely with chosen appellate counsel to negotiate a reasonable fee for appeal, provide said counsel with CLIENT’s entire file, and be available through the entire appellate process.

2. CASE EXPENSES ADVANCED BY FIRM: All expenses, associated with medical records, expert witnesses, travel, investigators, exhibits, filing fees, photographs, videotaping, court reporter, depositions and other reasonable expenses incurred in the representation of client(s), regardless of the amount of recovery, shall be advanced by the FIRM without interest. There is also a one-time administration expense of \$250.00, paid at the conclusion of the case, for general office resources including, but not limited to, phone, fax, postage, parking, mileage, office supplies, photocopies and binders. CLIENT will reimburse the FIRM out of CLIENT’s recovery for the total of such expenses after the deduction of legal fee discussed in Section 3. In the event there is no recovery, it is the understanding that the CLIENT will still possess the responsibility to pay any expenses which may have been incurred and advanced by the FIRM in the claim and that some of those expenses may be assessed against CLIENT

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by the Court. CLIENT agrees this AGREEMENT serves as NOTICE an attorneys' charging lien for costs or expenses.

3. CONTINGENT LEGAL FEES: In hiring the FIRM, CLIENT understands that the legal fee will be contingent on the final monetary sum obtained. In other words, if no recovery is made, no fee will be charged by the FIRM for representation. CLIENT agrees to pay the FIRM thirty-two (32%) percent of all monetary sums recovered prior to the filing of a lawsuit. Should the filing of a lawsuit be necessary, CLIENT agrees to pay the FIRM forty-two (42%) percent of all monetary sums recovered from the result of the litigation. The FIRM agrees to obtain the consent of CLIENT prior to filing a lawsuit. CLIENT understands no guarantee will be made as to what amounts, if any, CLIENT may be entitled to recover in this claim. The FIRM cannot promise a final result, but only provide services. CLIENT understands that the term "all monetary sums recovered" includes those sums recovered from all responsible parties and sources without deduction of medical expenses, liens, advanced case expenses, or payment of liens.

It is understood and agreed that in the event of a recovery, whether by settlement, judgment, or otherwise, that the FIRM shall deduct the legal fee to which it is entitled prior to the advanced case expenses. The FIRM is authorized to negotiate and ultimately pay such outstanding expenses incurred directly to the vendors, including expert witnesses and other resources necessary to obtain the settlement or judgment, to whom they are owed.

In the event CLIENT disagrees with the legal fee charged by FIRM, CLIENT agrees to submit that disagreement to binding arbitration with the Fee Arbitration Committee of the State Bar of Arizona. CLIENT acknowledges that legal fee, although contingent, can also be based on the following factors:

- a. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- b. the likelihood, if apparent to the CLIENT, that the acceptance of the particular employment will preclude other employment by the FIRM;
- c. the fee customarily charged in the locality for similar legal services;
- d. the amount involved and the results obtained;
- e. the time limitations imposed by the CLIENT or by the circumstances;
- f. the nature and length of the professional relationship with the CLIENT;
- g. the experience, reputation, and ability of the FIRM performing the services; and
- h. the degree of risk assumed by the FIRM.

4. HOURLY FEES (only if applicable by appeal): In the event a party to a lawsuit resulting from the representation of FIRM initiates a *de novo* appeal from an Arbitration Award entered pursuant to Rules

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72-77, Ariz.R.Civ.Pro., FIRM shall keep track of time at the hourly rate of \$450.00 for any work performed by the FIRM between the date the party filed its notice of appeal from Arbitration and the entry of a final Judgment. If the final Judgment does include an award of attorney fees pursuant to Rule 77(f), Ariz.R.Civ.Pro., but the fee portion of said Judgment is less than 42% contingent fee, or if no attorney fees are awarded, CLIENT agrees the contingent fee of 42% shall continue to apply. Otherwise, any award of attorneys' fees will be credited towards the 42% contingent fee.

5. CREDITOR'S LIENS: CLIENT understands that FIRM shall comply with E.R. 1.15, Safekeeping Property, in addressing all legitimate lien(s) enforceable by state and/or federal law connected to CLIENT's claim. CLIENT also authorizes the FIRM to negotiate any said lien to maximize CLIENT's final net result and satisfy these financial obligations connected to CLIENT. All CLIENT's unpaid medical expenses not secured by a lien shall remain CLIENT's responsibility to satisfy.

6. TERMINATION OF FIRM BY CLIENT: CLIENT may terminate the services of the FIRM, and in the event of such a termination by CLIENT, said CLIENT must compensate the FIRM for the services rendered by the FIRM at the then hourly rate (\$450.00 per hour attorney; \$150 per hour paralegal), together with any advanced expenses incurred by the FIRM. Should the CLIENT terminate the services of the FIRM, this AGREEMENT shall serve as notice that an attorney fee lien for those services rendered by the FIRM, and advanced expenses, shall be automatically asserted by FIRM against all interested parties.

CLIENT further agrees that in the event a legal action is taken to recover the fee earned and expenses advanced, CLIENT shall be responsible for court costs and attorney fees for the collection of these amounts. Upon termination of this AGREEMENT, if there is any disagreement concerning the fee charged hereunder, the FIRM agrees at the request of the CLIENT to submit that disagreement to binding arbitration with the Fee Arbitration Committee of the State Bar of Arizona.

7. FIRM WITHDRAWAL: CLIENT understands that if during preparation and investigation of the claim, the FIRM determines in good faith that it is not feasible to continue with the claim, the FIRM may, after due notice to CLIENT, withdraw.

8. FILE RETENTION: CLIENT understands FIRM shall retain CLIENT'S file for a period of no longer than five (5) years after the conclusion of the claim for which CLIENT has hired FIRM. A digital copy of the file will be retained by FIRM indefinitely.

9. FIRM ENDORSEMENT: To expedite the deposit and ultimately disbursement of funds collected on behalf of CLIENT, CLIENT consents to FIRM endorsing any settlement check, medical payments check, or any other check made payable to CLIENT and FIRM.

10. CHECK DEPOSITED INTO FIRM IOLTA: Once a monetary sum is obtained, either by settlement, award, or verdict, the funds representing the result will be deposited into the FIRM's IOLTA

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(Interest on Lawyer Trust Account) where the funds shall remain for a minimum of ten (10) business days, as required by the State Bar of Arizona, before allocation of the funds, including, but not limited to, disbursement of net result to CLIENT. During the minimum IOLTA period, the funds will be generating interest which 100% thereof will be forwarded directly to the Arizona Foundation for Legal Services and Education, a not-for-profit organization which exists to improve access to justice and education about our Arizona justice system.

11. PRIVATE INFORMATION DISCLOSURE BY FIRM: CLIENT agrees that in order to obtain various relief or benefits for CLIENT, including, but not limited to, settlement, award, verdict, or loans, the FIRM will have to obtain CLIENT'S private health information, and other personal information, and disclose some, or all, of that information to adverse parties, insurance carriers, expert witnesses, courts, and any other reasonable party or entity necessary to obtain the relief or benefit. CLIENT agrees that once the information described above is disclosed to others, the FIRM has no control over the recipients use or dissemination of the CLIENT's information. FIRM agrees to refrain from disclosure of information when said endeavor will not advance CLIENT's claim.

12. CLAIMS BROUGHT BY MINORS: When this AGREEMENT is to hire FIRM to represent a minor by a parent/guardian, parent/guardian CLIENT acknowledges and understands that the net monetary result derived from all sums recovered on behalf of the minor shall be the property of the minor, and the minor only. A Conservatorship may be necessary to obtain court approval of the monetary sum obtained, and fee earned. Generally, the parent of the minor shall serve as the Conservator for the one time limited transaction of either purchasing a structured annuity, or depositing the monetary sum into an interest bearing account.

13. NO ADVICE REGARDING THIS FEE AGREEMENT: FIRM is not acting as your legal counsel with respect to this Agreement. If you wish to be advised on whether you should enter into this Agreement, FIRM recommends CLIENT consult with independent counsel of choice.

14. NON-PROFIT GIVING: CLIENT understands that FIRM shall give 2% of its legal fee referenced in Section 3, and that CLIENT shall choose the local non-profit organization from a list of five.

By executing this AGREEMENT, CLIENT acknowledges having reviewed all four (4) pages, understanding the terms thereof, and receiving a copy of the AGREEMENT.

DATED this ___ day of _____, 20___.

CLIENT _____

CLIENT _____

MINGUS MOUNTAIN LAW GROUP, PLLC

By: _____

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