

RETAINER AGREEMENT

I/WE _____

residing at: _____

do hereby employ and retain McMAHON, KUBLICK & SMITH, P.C. to institute legal proceedings on our behalf against all parties responsible for the damages sustained by _____ as a result of an injury that occurred on or about _____.

I/WE have reviewed the Statement of Client Rights provided to me/us and do hereby agree to pay McMAHON, KUBLICK & SMITH, P.C. after deduction of costs and disbursements, a legal fee of **33 %** from any recovery obtained from a settlement prior to instituting a lawsuit; and I/WE further agree to pay the firm of McMAHON, KUBLICK & SMITH, P.C. a legal fee of **33 %**, after deduction of costs and disbursements, from any recovery obtained from a Settlement, Verdict, Award or Decision after commencement of a lawsuit. McMAHON, KUBLICK & SMITH, P.C. has the right to be reimbursed for costs and disbursements whether or not there is a recovery. All third-party liens, assignments and claims will be satisfied from my/our net recovery.

I/WE further agree not to accept any settlement unless McMAHON, KUBLICK & SMITH, P.C. is present and receives its share in accordance with the terms of this Agreement, and by this Agreement, I/WE hereby bind my/our heirs, executors and legal representatives.

Additionally, We agree that the scope of legal services to be performed by McMAHON, KUBLICK & SMITH, P.C. under this Agreement does not include the prosecution of an Appeal. The decision whether an Appeal should be taken is ours.

If an Appeal is to be taken, a separate engagement letter must be agreed to and signed.

In the event that a dispute arises relating to fees, I/WE may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy which will be provided to me/us upon request.

I/WE HAVE FULLY READ AND FULLY UNDERSTAND THIS AGREEMENT.

Dated: _____
