



CONTINGENT FEE AGREEMENT

We desire to render to our clients to the best of our ability legal services of excellent quality and to have our clients recognize that we are doing so. We believe it is essential to have a fee arrangement that is fair both to our clients and to us. Accordingly, we are providing you with the following explanation of our normal fee arrangements.

SCOPE OF ENGAGEMENT

You have asked us to assist you with: _____

FEES

The amount of our fees is determined monthly as the services are rendered based primarily on our time and effort and the complexity of the matter. We also consider the magnitude of the project, the results obtained, the time limitations for performance, and the degree to which representing you precludes representing other parties.

By your execution of this Agreement you acknowledge Gary C. Johnson, Attorney At Law, (hereinafter this "Firm") has offered to handle this matter at its regular hourly rate, plus expenses, payable monthly as billed, but that you prefer the matter be handled on a contingent fee basis. Hence, our attorney's fee will be payable as follows:

- ❖ "Gross Amount Collected" means the amount collected before any subtraction of expenses and disbursements. The Gross Amount Collected also includes specially awarded attorney fees and costs that might be awarded to you.
- ❖ We agree you will not be responsible for the payment of any attorney fees if there is no recovery in this matter other than the fees incurred under the terms of the Fee Agreement you signed on _____. You will, however, be responsible for paying all costs the Firm incurs and such amounts will be paid pursuant to the terms of this agreement.
- ❖ Costs and attorney fees awarded to an opposing party against you before completion of the case will be paid by you when ordered. Any award of costs or attorney fees, regardless of when awarded will not be subtracted from the amount collected before computing the amount of the contingent fee under this agreement.
- ❖ In any other matters we may have occasion to handle for you, the amount of our fees is determined monthly as the services are rendered based primarily on our time and effort

and the complexity of the matter. We also consider the magnitude of the project, the results obtained, the time limitations for performance, and the degree to which representing you precludes representing other parties.

- ❖ Because the amount of attorney's time required varies substantially from case to case and because the amount of time required is a function of forces beyond the control of the attorney, we find it sensible to avoid a fixed fee arrangement for this type of legal matter. We will be glad, however, to provide you with a rough estimate of fees and costs based upon historical information concerning fees and costs in similar cases. However, we are not bound to the rough estimate given in advance.
- ❖ THE UNDERSIGNED CLIENT AGREES to pay Gary C. Johnson, Attorney At Law, a fee equal to 33.5% of all amounts recovered as a result of settlement prior to trial, or trial of this matter. In the event that an appeal of this matter is undertaken, there shall be an additional contingency fee payable to Gary C. Johnson, Attorney At Law, in the amount of 5% per appeal (to each court that an appeal is taken).

COSTS

We charge for costs and overhead incurred by us in connection with the rendering of services including, but not limited to, expenses of investigation, photography, other records, depositions, expert witnesses, other attorneys retained by this firm for your matter, law clerks, other witnesses, exhibits, court fees, long distance telephone calls, expenses of meals, hotel accommodations and travel incurred by reason of trials, and depositions, witness preparation and court appearances, telecopier, telex, copying, and printing, mailing, filing fees, service of process fees, transcript and deposition fees, travel, expert witness fees, on-line database research fees, word processing, and investigator fees. We may request that you make arrangements for payment of such items directly with the party providing them or that you advance to us their estimated costs. Such expenses and disbursements are estimated to be \$_____. Authority is given to the Firm to incur expenses and make disbursements up to a maximum of \$_____ which limitation will not be exceeded without your further written authority. You will reimburse the Firm for such expenditures upon receipt of your monthly billing from the Firm.

It is understood that you will be responsible for all expenses incurred in these matters regardless of any recovery. In the event of a recovery, the amount of costs will not be deducted before the contingent fee percentage is computed.

STATEMENTS AND TERMS OF PAYMENT

We render monthly statements disclosing information as follows:

- (a) the nature of the services rendered by date and the total charge for those services;
- (b) the nature and amount of any costs;
- (c) the "previous balance" (the outstanding balance at the beginning of the monthly period);

- (d) payments received during the monthly period;
- (e) the "adjusted balance" (the previous balance minus payments received during the monthly period, without crediting any part of the retainer);
- (f) any late payment charge, which is computed by applying the periodic rate of 1-1/2% per month to the adjusted balance; and
- (g) the "new balance" (the outstanding balance at the end of the monthly period).

The new balance is due in full on or before the end of the next succeeding monthly period. The monthly period runs from approximately the 25th of one month through the 25th of the next month.

A late payment charge will be charged on any new balance not paid and received on or before the payment due date. If the new balance is not paid when due, the account will be delinquent; and, in addition to adding a late payment charge, we may suspend performing services. By providing a late payment charge, we do not intend to imply that we wish to create a credit arrangement. Rather, the late payment charge permits us to be compensated for carrying an overdue account. If it is necessary for us to take this account into collection the Firm shall be entitled to its costs of collection, including reasonable attorney fees, and you agree that proper jurisdiction and venue for any dispute arising under this contract is Denver, Colorado.

WORK RESPONSIBILITY

Our law firm is comprised of attorneys having specialized training and experience in different fields of law and of attorneys with varying degrees of experience. The charges for attorneys vary in relation to their training and experience and are set forth in the addenda to this Agreement. We are organized in this fashion to assure that the highest level of necessary skill will be available to serve your needs promptly and at the lowest possible cost. The undersigned will supervise the conduct of the work we undertake to perform for you as the responsible attorney for your matters. The responsible attorney may designate other attorneys in the office to perform all or parts of your work and will normally keep you informed of the particular attorney working on your case. You should feel free to initiate discussion of any aspect of your bills or the work we are performing for you with the responsible attorney. We try to do what is proper and fair and base our relationship with you on mutual trust and respect.

TERMINATION OR WITHDRAWAL

You or this Firm may terminate this agreement for cause by notifying the other party in writing. If permission for withdrawal is required by the rules of any court, this Firm shall withdraw upon permission of the court. You shall pay this Firm a fee based on the time and effort for services rendered to the date of termination or our agreed percentage of any recovery, whichever is greater.

OTHER PROVISIONS

This document contains the entire agreement of you and this Firm regarding this Firm's employment. This agreement shall not be modified or revoked except by written agreement signed by the parties.

This agreement shall be binding upon you and this Firm and their heirs, executors, legal representatives, successors, and assigns.

This agreement shall be construed and governed by the laws of the State of Colorado and jurisdiction and venue of any dispute shall be proper in the City and County of Denver.

ACKNOWLEDGMENT

In the event that we represent you on more than one matter, this fee arrangement will extend to all matters. When you have read and desire to enter into the foregoing arrangement, please date and sign below and return one copy and retainer to us for our records, keeping one copy for your records.

Sincerely yours,

Gary C. Johnson
Attorney At Law

AGREED and ACCEPTED this _____ day of _____, 20____.

By: _____

Witnesses to signatures:

Witness to client's signature

Witness to client's signature

Retainer for Costs: _____