



Nager, Romaine & Schneiberg, Co., L.P.A.  
Attorneys & Counselors At Law

**CONTINGENCY FEE AGREEMENT**

MAY IT BE KNOWN THAT on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, this Agreement was entered into between \_\_\_\_\_ (Client(s)) and NAGER, ROMAINE & SCHNEIBERG CO., L.P.A., and any co-counsel listed below (Attorneys) for the purpose of legal representation against \_\_\_\_\_ relating to an incident that occurred on or about the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

It is further recognized that Attorneys shall have full authority to act on behalf of Client(s) and make any agreement, settlement or compromise regarding the above incident and that compensation is clearly set forth as follows:

In the event that the representation results in an agreement, settlement or compromise prior to a law suit being filed, compensation to Attorneys shall be in the amount of thirty-three and one-third percent (33⅓%) of the gross amount of said agreement, settlement or compromise;

In the event that the representation results in the filing of a law suit prior to an agreement, settlement or compromise compensation to Attorneys shall be in the amount of forty percent (40%) of the gross amount of said agreement, settlement or compromise; and

In the event that the representation results in the beginning and/or completion of a trial to the bench or jury, compensation to Attorneys shall be in the amount of forty percent (40%) of the gross amount of said agreement, settlement, compromise or judgment.

According to Ohio law, Client(s) will be responsible for any and all costs and/or expenses incurred in the course of said representation. Attorneys at their discretion will advance the costs and expenses necessary to the representation and will be reimbursed from the gross proceeds of any agreement, settlement, compromise or judgment separate from the compensation set forth above. Client(s) agree to make no settlement unless Attorneys are present and receive their fees and expenses in accordance with this fee agreement.

Client(s) hereby grant Attorneys a security interest in all of Client(s)' rights arising out of the claim described herein to the extent of attorney fees and expenses due under this fee agreement. Client has read and understands this fee agreement.

X \_\_\_\_\_  
CLIENT

Attorneys agree not to enter any agreement, settlement or compromise without the consent of client(s) and no attorney fees will be charged to client unless a recovery is obtained.

\_\_\_\_\_  
NAGER, ROMAINE & SCHNEIBERG CO., L.P.A.

\_\_\_\_\_  
CO-COUNSEL

Additional clause to consider in future:

If the Attorney(s) determine that prosecution of the claim is not feasible (for example, it cannot be collected or that the chance of prevailing at trial, in the Attorney(s) opinion, is less than 50%), then the attorneys is entitled to withdraw from representation. It is further agreed that in the event that the Attorney(s) negotiates and recommends a reasonable settlement that the Attorney(s) believes should be accepted and Clients do not agree to the proposed settlement, the Attorney(s) may require Clients to pay the costs to date and advance the estimated expenses for trial in the case. In the event that Clients refuse to accept a reasonable settlement offer and refuse to bring the costs current and advance the costs for trial, Clients hereby agree to permit the attorneys to withdraw from the case. If Clients refuse to accept a reasonable settlement offer but bring the costs current and advances the costs for trial, Attorney agrees to try the case in the trial court unless permitted to withdraw pursuant to DR 2-110 of the Code of Professional Responsibility.