

# EMPLOYMENT FEE AGREEMENT

This agreement made on  between  (hereinafter referred to as "Client"), and the Law Offices of Wagner Law Group P.C. (hereinafter "Attorney").

## PURPOSE OF REPRESENTATION

Client hereby retains and employs the Attorney to represent Client in the prosecution of any and all claims against , which Client may have arising out of the incident which occurred on or about  and arising from the incident Client suffered damages.

## ATTORNEY FEES

Attorney will be compensated for services rendered only if recovery is actually obtained for Client. ("Recovery" includes anything of value Client receives including payment of medical expenses.) If Attorney advances any costs or expenses, Attorney will be repaid for all costs or expenses advanced on behalf of Client. Client will be ultimately responsible for all expenses and costs incurred, regardless of the outcome of the case.

The fee to be paid Attorney will be a percentage of the total amount Client recovers depending on the stage at which the recovery is received:

- 1. Forty percent (40%) of recovery if case is resolved before trial begins.
- 2. Forty-five (45%) of recovery if case is resolved after the start of a trial.

After attorney's fees are deducted from the Client recovery, any costs or expenses advanced by Attorney will be repaid to Attorney from the remaining Client recovery.

Client, by law, is also responsible for the costs of suit incurred by defendants in the event judgment is entered in favor of defendant. Attorney can make no guarantee as to the outcome of Client's case.

## ALTERNATIVE DISPUTE RESOLUTION

Client agrees to utilize alternative forms of resolution regarding disputes arising from all claims against all potential defendants. Additionally, Client gives Attorney the right and power to sign any ADR form needed for the purposes of filing a law suit. Client does not agree to give Attorney the right to make a final settlement with regard to Client's claims without first consulting Client.

## BINDING ARBITRATION

The parties hereto agree that any dispute relating to Attorneys' fees under this Contract shall be submitted to binding arbitration before the Fresno County Bar Association pursuant to California Business and Professions Code Section 6200, et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code Section 6200, et seq.

Any other dispute (other than Attorneys' fees) between the parties hereto arising out of or relating to this Contract or Attorneys' professional services rendered to or for Client, shall be resolved by binding arbitration before the American Arbitration Association, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration.

## APPROVAL NECESSARY FOR SETTLEMENT

No settlement of any nature shall be made of any of the claims of Client without the complete approval of Client.

## ASSOCIATION OF OTHER ATTORNEYS

Attorney may, at the sole discretion and expense of Attorney, associate any other attorney in the representation of the claims of Client.



**WITHDRAWAL OF ATTORNEY**

Attorney may withdraw from the representation of Client with regard to the claims of Client at any time after giving Client reasonable notice.

**LIEN OF ATTORNEY**

Attorney shall have a lien for services rendered and costs advanced on any sums recovered, whether by settlement or judgment, on account of the aforesaid claims of Client.

**COOPERATION OF CLIENT**

Client shall keep Attorney advised of the whereabouts of Client at all times, shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with all reasonable requests to Attorney in connection with the preparation and presentation of the aforesaid claims of Client.

**FEE NOT SET BY LAW**

This contingency fee is not set by law, but is negotiable between Attorney and Client.

Executed on the day first written above.

X \_\_\_\_\_



# Signature Certificate

Document name: EMPLOYMENT FEE AGREEMENT

Unique Document ID: 41EA896B2C754A079831FDAB49AB9D27C6976FCE



Timestamp	Audit
April 7, 2022 2:56 pm PDT	EMPLOYMENT FEE AGREEMENT Uploaded by Rhonda Beckham - info@wagnerjones.com IP 104.174.140.255
April 7, 2022 3:12 pm PDT	Butch Wagner - bwagner@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.185.8.131
April 7, 2022 3:13 pm PDT	Jake Benjamin - jbenjamin@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.185.8.131
April 7, 2022 3:13 pm PDT	Aaron Benjamin - abenjamin@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.185.8.131
April 7, 2022 3:13 pm PDT	Rhonda Beckham - rbeckham@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.185.8.131
April 7, 2022 3:13 pm PDT	Jody Jones - jody@www.wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.185.8.131
January 13, 2023 1:44 pm PDT	Butch Wagner - bwagner@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
January 13, 2023 1:44 pm PDT	Jake Benjamin - jbenjamin@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
January 13, 2023 1:44 pm PDT	Aaron Benjamin - abenjamin@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
January 13, 2023 1:45 pm PDT	Rhonda Beckham - rbeckham@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
January 13, 2023 1:45 pm PDT	Sydney Firstman - sydney@www.wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
May 16, 2023 11:04 am PDT	Butch Wagner - bwagner@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
May 16, 2023 11:04 am PDT	Jake Benjamin - jbenjamin@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
May 16, 2023 11:04 am PDT	Aaron Benjamin - abenjamin@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
May 16, 2023 11:04 am PDT	Rhonda Beckham - rbeckham@wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
May 16, 2023 11:04 am PDT	Sydney Firstman - sydney@www.wagnerjones.com added by Rhonda Beckham - info@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255



This audit trail report provides a detailed record of the online activity and events recorded for this contract.