



THE  
GRAHAM LAW FIRM

**THE GRAHAM LAW FIRM, LLC.**  
**191 Roswell Street**  
**Suite 200**  
**Marietta, GA 30060**  
**(404) 526-9955**

**CIVIL RETAINER AGREEMENT**

This is an agreement between, \_\_\_\_\_ (hereinafter referred to as “Client”) and the Graham Law Firm, LLC (hereinafter referred to as “Attorney”). The Client and Attorney agree to the following:

The Attorney accepts this employment and agrees to use his best efforts to represent the Client in this matter upon the following conditions:

1. Client will pay Attorney for professional services at the following rate: A contingency fee of thirty three and one third percent (33 $\frac{1}{3}$ %) of the gross recovery in the above matter if they are settled prior to filing a complaint or lawsuit. Upon the filing of a complaint or lawsuit, the fee shall be calculated at forty percent (40%) of the gross recovery. Upon any retrial or filing of an appeal, the fee shall be calculated at forty five percent (45%). All expenses are to be paid by the client immediately upon billing or as otherwise provided herein.
2. Client acknowledges that in entering into this agreement, no partner, associate, or any other person connected with Attorney has made any representations to the Client guaranteeing the Client’s ultimate success in the matter in which the Attorney represents the Client. Since any legal dispute involves legal and factual disputes which may be decided by a court, arbitrator, or jury, it is impossible to state with certainty whether the

Client Initials \_\_\_\_\_

Client's interest will prevail. The Client acknowledges that this matter may be resolved unfavorably to the Client. It is understood and agreed by both parties, in some instances, that the Client may be obligated to pay Attorney fees and costs called for by this agreement regardless of whether the underlying matter is resolved in a manner satisfactory to the Client.

3. As this matter may include multiple jurisdictions and involve considerable complexity, Attorney is expressly authorized to hire, at the Client's approval and expense, such experts or associate counsel as the Attorney shall deem necessary to perform the services under this agreement.
4. The Client agrees to, upon demand, execute a promissory note(s) in favor of the Attorney secured by whatever collateral the Attorney shall deem sufficient to cover the existing outstanding balance due to the Attorney for expenses. The Client understands that a failure to execute such promissory note, upon such demand, shall constitute a material breach of this Agreement, and shall release the Attorney of obligation for further representation under this Agreement.
5. The Attorney may withdraw from representation of the Client at any time after giving reasonable notice thereof to the Client if: (a) Client fails to timely pay the fees and costs required by this Agreement; (b) Client has misrepresented or failed to disclose any material facts to the Attorney; (c) Any substantial differences that develop between the Attorney and Client which would hamper the Attorney from continuing to effectively represent the Client's interest, or (d) After obtaining more facts, and analyzing the applicable law and collectability questions, the Attorney decides that proceeding is not feasible to the Attorney. If any of these events arise, Client agrees to execute a release and Substitution of Attorney at the request of the Attorney.
6. The Client has the right to substitute any other Attorney or to terminate this Agreement at any time by giving written notice of his/her intention to do so.

Client Initials \_\_\_\_\_

7. If Client terminates this Agreement for any reason before the final resolution of the matter, then the Client shall pay to Attorney the following upon written notice by the Attorney: (a) the un-reimbursed out of pocket expenses associated with the pursuit of the cause of action advanced by the Attorney; (b) Attorney's fees for the work expended on the Client's behalf, prior to an offer of settlement, at a rate of three hundred dollars (\$300.00) per hour. After an offer of settlement by an adverse party is made, however, the Attorney shall be due the percentage describe in Paragraph 1 of this Agreement of the last confirmed offer to settle, plus costs. Upon the Client's request, the Attorney shall provide a copy of the file at a rate of \$.33 per page. Any expense not paid upon demand shall accrue interest at the rate of one percent (1%) per month, and Client shall pay all Attorney's fees and collection costs associated with the enforcement of this section.
8. All costs and expenses of prosecution of the claim, including filing fees, expert witnesses, investigators, expenses of discovery proceedings, travel expenses of the Attorney(s), and other expenses directly related to the cause of action shall be paid by the Client on submission of an itemized statement. The Attorney may periodically bill the Client for out of pocket expenses or require a retainer deposit to cover the same. Client agrees to pay all such bills within thirty (30) days. At the conclusion of this representation, the Attorney shall remit to the Client any funds remaining in the deposit following the deduction of any current expenses, fees, or costs.
9. Client agrees that all costs and expenses which remain unpaid when recovery is realized, whether by settlement judgment or otherwise, shall be deducted from the amount owing the Client according to the aforementioned schedule. The Client further agrees that all unpaid bills from doctors, hospital, and related items may be disbursed directly from the funds owing to the Client to the medical providers.

Client Initials \_\_\_\_\_

10. Client agrees to make no contact with any adverse parties to this claim during the course of the Attorney's representation and furthermore agrees to refer any injuries, facts, etc. by any person to the Attorney without further comment.
11. Client hereby grants to Attorney Power of Attorney for the limited purpose of endorsing settlement checks and insurance drafts that may be received by Attorney upon the settlement of Client's claim. Attorney warrants that any settlement checks or drafts will be deposited in Attorney's Client Trust Account. Client acknowledges that Attorney will deduct all Attorney's fees, any outstanding approved expenses and costs, and unpaid bills to medical providers.
12. Client understands that all files will be destroyed without further notice two (2) years from date of completion of case, unless otherwise requested by Client.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Charles D. Graham on behalf of  
Graham Law Firm, LLC

Client Initials \_\_\_\_\_