

AUTHORITY TO REPRESENT- EMPLOYMENT DISCRIMINATION

I understand that **DUFF LAW FIRM, P.L.C.** agrees to investigate the facts surrounding the following incident:

on my behalf in order to determine if the facts are sufficient to institute a claim against

In the event that **DUFF LAW FIRM, P.L.C.** determines that such facts are sufficient to pursue a claim, they agree to represent me and I agree to retain their services as attorneys under the following terms:

1. My attorney will exercise his best efforts on my behalf and will not settle my case without my permission.
2. My attorney will expect me to work on my case, to answer his calls and supply him with complete and accurate information. My attorney will also expect me to cooperate with him in all reasonable requests. The failure to cooperate will permit my attorney to withdraw from representing me.
3. I understand that after the right-to-sue letter is issued, the complaint file will be requested from the Iowa Civil Rights Commission. If, after reviewing the employer's response, the attorney determines that it is unlikely that the case can be won, I understand that he will not proceed. I am then entitled to seek another attorney. No fees will be owed to Duff Law Firm, P.L.C. However, costs, will be owed.
4. My attorney will seek compensation under the fee shifting provisions of applicable state and federal law. I will pay my attorney 33-1/3% of any amounts awarded at trial or in settlement, or court ordered fees or 1/3 of the award plus court ordered fees, whichever is greater. Upon settlement, I will pay 1/3 of settlement or the amount of accrued attorney's fees, whichever is greater. If a structured settlement is negotiated, attorneys fees will be based on 1/3 of the cost of the annuity or its present value or on accrued attorney's fees. If an appeal is necessary, I will pay my attorney 40% of any amount recovered or court ordered fees, which ever is greater.
5. At some point during the course of legal representation, a settlement proposal may arise which my attorney believes to be a just and reasonable resolution of my claim(s). Such a determination shall depend on my attorney's evaluation of the combination of the harm and financial losses suffered by me, the state of the applicable law, and the likelihood of prevailing at trial. If my attorney recommends a settlement proposal as just and reasonable and I refuse to accept said proposal, my attorney shall have the right to withdraw from my case and shall be entitled to the higher of the current hourly rate and all costs incurred to date or 33 1/3% of the last settlement offered by employer.

6. In the event the opposing party makes an offer of reinstatement or of settlement in full after proceedings have been initiated, I agree that my attorney will evaluate the offer to determine whether it is bona fide and whether refusal of the offer would reduce or cut off the liability of the opposing party. I further agree that in the event such an offer is made, and I decline to accept the offer after my attorney has determined that the offer is bona fide and that refusal would reduce or cut off the liability of the opposing party, then my attorney may terminate his representation and in such event I agree to pay my attorney a fee at their prevailing rate per hour for work done.
7. If, as part of a settlement or verdict, the employer reinstates me, I agree to pay an attorney fee equal to 33 1/3 of my salary for a period of two years after reinstatement. I understand that the fee due as part of reinstatement will not exceed 33 1/3 and may be less at my attorney's option. I further understand that my attorney will discuss fee payment options with me before agreeing to a settlement which includes reinstatement. Such payment options may include monthly payments over a period longer than two years.
8. I agree to pay all costs of investigation, preparation and trial of our case, including court costs chargeable to me. I understand that my attorney will advance such costs. I agree to pay my attorney \$_____ per month beginning on _____. This monetary amount is intended to defray part of the costs of the lawsuit. I recognize that this amount will probably not pay all the costs of proceeding with this action. I also understand that even though my attorney may advance the costs of this proceeding they will remain my responsibility. I understand that all costs paid by me will be deducted from the award or settlement prior to assessment of fees. All costs advanced by my attorney will be repaid by me from my share.

Note: There may be other costs associated with the lawsuit but which are not considered to be costs of the lawsuit. Examples of that type of expense include such things as opening an estate, fees to tax advisors and all expenses for medical treatment.

9. I have the right to terminate my attorneys services and this Agreement at any time. I will, however, still owe my attorney any money due at the time my attorney is given notice of that decision. That will include advanced costs and the recoverable hourly rate already expended on my case. If my attorney has negotiated a settlement which I do not wish to accept, I may owe them one-third of the amount negotiated in the event of recovery.
10. My attorney has the right to withdraw from representing me if a) I insist upon pursuing an objective that is imprudent; b) I make representation unreasonably difficult or unethical; c) I fail to disclose information after being asked to do so or disclose false information; d) I fail to cooperate in pursuing my case; or e) other good cause for withdrawal exists. My attorney does not give up his right to withdraw even where my attorney continues to represent me after an event permitting withdrawal.
11. It is agreed that my attorney has made no guarantees concerning the outcome in this matter. It is also agreed that I am obligated to pay costs regardless of the outcome.
12. I further authorize my attorney to pay any medical bills or other bills from the proceeds before disbursing any proceeds to me.

13. **IN THE EVENT OF NO RECOVERY, I SHALL OWE MY ATTORNEYS
NOTHING FOR SERVICES RENDERED.**

DATED at _____, Iowa, this ____ day of _____, _____.

ACCEPTED: ____ day of _____, _____.

By: _____
THOMAS J. DUFF