

AUTHORITY TO REPRESENT - PERSONAL INJURY

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 letters and supply him with complete and accurate information. My attorney will also expect me to cooperate with him in all reasonable requests.
3. I will pay my attorney 33-1/3% of any and all amounts recovered by settlement or trial or 40% on appeal; and I authorize my attorney to deduct said amount from the proceeds recovered. 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 if settled on appeal 40%.
4. 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 may 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 probably will 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.

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.

6. I have the right to terminate my attorney's 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 him one-third of the amount negotiated in the event of recovery.
7. 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.
8. 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.
9. I further authorize my attorney to pay any medical bills or other bills from the proceeds before disbursing any proceeds to me.
10. **IN THE EVENT OF NO RECOVERY, I SHALL OWE MY ATTORNEY NOTHING FOR SERVICES RENDERED.**

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

ACCEPTED: ____ day of _____, _____.

By: _____
THOMAS J. DUFF