



POLARIS INJURY LAW

ATTORNEYS

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CLIENT ENGAGEMENT AGREEMENT

(Contingent Fee)

The undersigned, hereinafter called "Client," employs Lingenbrink Cazares Injury Law, to prosecute any and all claims of the Client, or the Client's minor children, or wards against any and all persons for this matter, any additional matters that arise during the pendency of this matter.

Client and Lingenbrink Cazares Injury Law agree as follows:

Attorney Fees

1. This agreement is to represent Client through settlement, trial, or arbitration. If a verdict is appealed to the Court of Appeals or Supreme Court, and if parties wish Lingenbrink Cazares Injury Law to continue to represent Client, then the parties will enter into a new fee agreement.
2. Lingenbrink Cazares Injury Law may choose to associate with other attorneys or firms to prosecute Client's claim. In the event that Lingenbrink Cazares Injury Law so chooses, Lingenbrink Cazares Injury Law will notify Client in writing of such association. Such association will not change the terms of attorney fees owed by Client.

Fee & Costs Structure

3. This firm will incur (1) "Fees" the amount due for the attorney's services and the services of other professionals within the firm and (2) "Costs," the expenses for the services of outside consultants, vendors, and any out-of-pocket expenses of the firm, including messenger or process service fees, investigators, filing fees, recording fees, copying charges, expert witness fees, court reporter fees, travel expense, and parking, which the firm, as your agent in this matter, will advance costs on your behalf. Your total advanced costs will be reimbursed to the firm from any proceeds arising from preliminary or final resolution of the matter.

You agree to pay this firm as outlined below:

- A. Thirty three and one-third percent (33-1/3%) if a recovery or settlement is made before a lawsuit is filed (or before a demand for arbitration in a UIM (underinsured motorist)) or similar claim;
- B. Thirty-five percent (35%) after filing of a summons and complaint or demand for UIM arbitration;
- C. Thirty-seven and one-half (37-1/2%) if this matter proceeds to arbitration or mediation.
- D. Forty percent (40%) if 60 or fewer days before trial.

The "amount recovered" includes all sums recovered as a result of this firm's representation of you and negotiation on your behalf including PIP, UIM/UM, property damage or a third party's insurance coverage. "Amount recovered" excludes any award of sanctions or attorney's fees for services rendered by this firm. In the event that attorney's fees are awarded to this firm, such an award shall be allocated solely to the law firm. Property damage recoveries are not included, unless this firm is required to enter negotiations, arbitrate or litigate to recover such sums. Should there be no financial recovery in this matter for you, there will be no fee to you for the professional services of the attorneys and other firm professionals. Regardless of the outcome, however, you remain responsible to reimburse the firm for the costs incurred.

Finally, prior to determining your net recovery, sums owed to "subrogated interests" and healthcare providers will be resolved and these sums will be deducted from the gross recovery. Subrogated interests are any monies owed to insurance companies or others who have paid funds on your behalf, or to you and have a claim against any funds ultimately recovered from a third party. You authorize us to make payments from the gross amount recovered in any settlement, including (1) payment of our contingent fee; (2) reimbursement to this firm of costs advanced by the firm; (3) payment of subrogated interests for funds previously advanced to you or on your behalf; (4) payment of the liens or billings of any health care providers who provided you health care or other services in this matter.

To assist you in computing this recovery, the following worksheet is supplied as an example:

Gross amount recovered	\$	
Less Firm's Fee		(_____)
Subtotal	\$	
Less Unpaid Firm Costs		(_____)
Less "Subrogated Interests" or Liens		(_____)
Less Unpaid Health Care Provider Bills		(_____)
Net Recovery to You	\$	

Settlement or Compromise

4. This is your case. Prior to any settlement, we will obtain your approval. Once resolved on your behalf, in accordance with your instructions, the settlement will be binding upon you. In the event that funds are disbursed to you subject to an outstanding lien or subrogation claim, you understand that payment of that subrogation claim or other lien will be made out of your portion of the settlement funds, and this firm will be held harmless from payment or claim of such subrogation or lien.

Employment of Experts, Investigators or Other Counsel

5. You authorize this firm to hire and retain such experts, investigators, or other counsel as shall be required to examine, investigate and report facts regarding an element of this case. Fees for such experts or investigators shall be charged to you as an advanced cost.

Withdrawal and Discharge

6. In the event Client discharges Lingenbrink Cazares Injury Law, or in the event Lingenbrink Cazares Injury Law withdraws for any of the following reasons; 1) Client fails to be truthful with attorney 2) Client fails to disclose material facts about their case in a timely fashion 3) Client does not keep in contact with Attorney and/or respond to requests for communication or information.

Client agrees to pay a reasonable hourly fee for time incurred up to the time of discharge or the percentage Lingenbrink Cazares Injury Law would have earned based on a proffered settlement offer, consistent with the factors enumerated in the Rules of Professional Conduct 1.5, plus any unreimbursed costs.

7. Attorney may, at his discretion withdraw from representation in this matter with reasonable notice to Client, by mailing notice to client at client's mailing address. Client will notify Attorney of any change of address. Until such change of address is confirmed in writing by Attorney, the address provided by Client at the time of the signing of this retainer agreement will be used as the mailing address of the Client. In the event Lingenbrink Cazares Injury Law withdraws for reasons other than those enumerated in paragraph six (6) herein, any attorney fees will be waived and Lingenbrink Cazares Injury Law will only be paid unreimbursed costs.

Payment of Healthcare Expenses

8. In some instances, if Client is unable to pay for medical treatment, a health care provider may require Client to execute a medical lien or other authorization directing Lingenbrink Cazares Injury Law to pay any medical bills owing from the proceeds of settlement. Once such authorization is given, it is irrevocable by the Client. If any good faith dispute arises between Client and the medical provider, Lingenbrink Cazares Injury Law shall hold such disputed amounts in trust until such dispute is resolved. Client also authorizes attorney to pay from Client's share of any recovery unpaid medical bills or subrogation interest related to Client's claim.
9. In the event that any person, medical provider, health care providers, governmental agency, insurer, ERISA plan, or employer (hereinafter "claimant") seeks reimbursement for medical or health care bills from any sums recovered, whether by lien, subrogation claim, statute, or agreement, and such claimant is not reimbursed, whether inadvertently or intentionally, Client shall indemnify and hold attorney harmless for such reimbursement claim.
10. Client authorizes Lingenbrink Cazares Injury Law to pay Client's health care providers who are owed money as well as other entities such as personal health insurance, Personal Injury Protection Insurers, Medicare/Medicaid who have a subrogation interest in Client's settlement funds.

Probate, Limited Power of Attorney and Bankruptcy

11. In the event a death requires commencement of a probate action to prosecute Client's case, Client authorizes attorneys to retain probate counsel. Fees and expenses incurred in any probate proceedings will be considered a cost item.
12. Client grants to Attorney a limited power of attorney to do all things necessary and proper in prosecuting Client's claim, including the execution of pleadings, contracts, checks, drafts, deposits, covenants, releases, settlement agreements, hold harmless agreements and all other documents required to resolve Client's claim. _____ (Initials)
13. I agree to notify you if I have bankruptcy. I understand that bankruptcy may affect my personal injury case. _____ (Initials)

Waiver of Physician/Patient Privilege

- 14. By seeking damages for a personal injury, the client waives the physician/patient privilege without further consent as required by Washington State Law.

Document Retention

- 15. Client has been informed that Lingenbrink Cazares Injury Law will store Client’s confidential files, including medical records, and make reasonable efforts keep them confidential, and that such storage may include cloud computing document storage. Client agrees to hold Lingenbrink Cazares Injury Law harmless for any violation of confidentiality as the result of burglars, computer hackers or others who thwart the reasonable efforts of Lingenbrink Cazares Injury Law to protect the stored documents.

No Guarantee of Outcome / Settlement

- 16. Client acknowledges that Lingenbrink Cazares Injury Law has made no promises, either express or implied, about the outcome of the legal representation or the total amount of recovery that client may receive. Statements made regarding the merits or outcome of the case are professional opinion only and does not guarantee any outcome. The only promises made are those contained in this Agreement.
- 17. Attorneys will not settle Client’s claim without Client’s consent.

I have read the above, understand the Agreement and Agree to the terms. There are no other agreements between the parties.

DATED this _____ day of _____, 20_____.

CLIENT SIGNATURE

CLIENT (PLEASE PRINT NAME)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I HEREBY CERTIFY that on the _____ day of _____, 20___, that _____ appeared personally before me, signed the above Client Engagement Agreement and acknowledged that it was signed freely and voluntarily.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Typed Name: _____
NOTARY PUBLIC in and for the State of
Washington residing at: _____
My Commission Expires: _____

LINGENBRINK CAZARES INJURY LAW

By: _____

This agreement is NOT VALID, nor does an attorney client relationship exist, until completely executed (signed) by both the client(s) AND the attorney.