

WALLACE PIERCE LAW

KNOWLEDGE AND PROFESSIONALISM AT LAW

J.W. PIERCE, ESQ.

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Retainer Agreement

By and Between

Wallace Pierce Law

and

(Client's Name)

Durham Office

2304 South Miami Blvd. Suite 123
Durham, NC 27703

Raleigh Office

4801 Glenwood Ave. Suite 200
Raleigh, NC 27612

Greensboro Office

7B Corporate Center Ct.
Greensboro, NC 27408

Contact Information

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Attorney E-Mail

JPierce@WallacePierce.com

I, (Client's Name), do hereby employ and retain Wallace Pierce Law, (hereinafter "Law Firm"), to represent me in the following matters: all past, present and future medical damages and defects arising from my motor vehicle accident on or about (Insert Date of Accident).

Furthermore, I agree as follows:

1. **TO PAY THIS LAW FIRM A CONTINGENCY FEE.** The factors considered by Law Firm as guides in determining the reasonableness of the fee shall include the following: time and labor required; novelty and difficulty of the questions involved; skill requisite to perform the legal service properly; likelihood that acceptance of the particular employment will preclude other employment by the lawyer; fee customarily charged in the locality for similar legal services; time limitations imposed by the client or circumstances; nature and length of the professional relationship with the client; the experience, reputation and ability of the lawyer performing the services. The contingency fee shall be **33 1/3%** (thirty-three and one-third percent) for all sums recovered. In the event litigation ensues, the contingency fee increases to **40%** (forty percent) of all sums recovered. Litigation ensues once a lawsuit has been filed.
2. **TO PAY THE FINAL BILL**, including contingencies and expenses, for services rendered by Law Firm. The final bill shall be submitted at the conclusion of the work performed. If applicable, interest, at the statutory maximum rate, is due on any balance that remains unpaid thirty (30) days after billing.
3. **TO PAY THE LAW FIRM A REASONABLE FLAT FEE** of **\$250.00** (two-hundred fifty dollars) for collection of each available "Medical Payment Coverage", "No Fault Coverage", "Personal Injury Protection Coverage," (hereinafter referred to as "Med Pay") if such coverage is available. This amount is for Law Firm's time in locating, requesting and obtaining Med-Pay and is earned when received. In the event that either party terminates services at any time, Law Firm will return any Medical Payments funds collected on the client's behalf back to the insurance company.

4. **I UNDERSTAND** that in the event of a dispute with the insurance company regarding the reimbursement of MedPay funds, Law Firm will pursue contested funds for an hourly rate to be determined on an individual basis based on the complexity and amount of contested funds. Contested funds occur when an insurance company a) denies reimbursement for treatment when MedPay coverage is applicable or b) issues only partial reimbursement for treatment when MedPay coverage is applicable.
5. **TO COOPERATE WITH LAW FIRM** in every reasonable way, including, but not limited to, obtaining the location of witnesses, documents and evidence. I shall make myself available to Law Firm as necessary.
6. **TO CONTACT LAW FIRM** on a regular basis and update my contact information as necessary. I understand that failure to maintain contact within a reasonable period of time may cause Law Firm to terminate their services.
7. **LAW FIRM CAN WITHDRAW FROM REPRESENTATION** for non-payment of expenses or failure to cooperate by mailing written notice to my last address known to them. In the event of withdrawal, I agree to compensate Law Firm for all expenses incurred through the time of withdrawal.
8. **I AGREE** that any partner or associate of Law Firm, or attorney outside of Law Firm, may be designated to handle all or any portion of my case, within Law Firm's sole discretion. I agree that reasonable attorney's fees shall be divided at the discretion of Law Firm and that any attorney involved assumes joint responsibility.
9. **NO GUARANTEE** or promise concerning the outcome of this case, or any decision by any court, nor any maximum fee or total expense, has been represented or promised by Law Firm.
10. **I HEREBY GRANT** power and authority to Law Firm to represent me and enter appearance on my behalf in any court or hearing board.
11. **I AUTHORIZE** and direct Law Firm to pay outstanding bills, charges, claims and liens, including claims of health care plans and insurers, as required by law, out of any recovery obtained on my behalf.

12. **I AGREE** that in the event of a dispute regarding this Agreement, specifically including the fees and expenses to be paid herein, I shall participate in non-binding mediation, and if demanded, arbitration in Durham County, North Carolina, before filing any suit, action, lien, or otherwise.
13. **I UNDERSTAND** that Law Firm may terminate their services and their involvement in this matter at any time and for any reason before a lawsuit has been filed.
14. **I UNDERSTAND** that Law Firm may destroy my file one (1) year after the conclusion of representation without notification. I acknowledge that, should I require a copy of my file, I must request said copy earlier than one (1) year following the end of representation. If such request is not made timely, Law Firm is authorized to destroy the original contents of my file and retain nothing on my behalf.

I have read and reviewed each item of the above retainer agreement. I understand and agree to the terms listed herein. This agreement goes into effect on the date it is signed by both parties.

This is the _____ day of _____, 20_____.

Printed Name

Signature

APPROVED AND ACCEPTED

By: Wallace Pierce Law

Jared W. Pierce, Esq.
Attorney and Counselor at Law