

IVAN J. DAIGS
ATTORNEY AND COUNSELOR AT LAW

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AUTHORITY TO REPRESENT

I, _____, do hereby retain and employ IVAN J. DAIGS, ATTORNEY AT LAW, to represent me in my claim for damages resulting from an accident or incident which occurred on the _____ day of _____, _____, at or near _____.

I hereby give attorney full authority to advance all costs and expenses and to employ any consultant or expert, in attorney's opinion, necessary to investigate the claim and/or to prosecute said claim to a proper conclusion. I understand that I may be responsible for prepayment of expert testimonies or investigations.

As compensation for his services, I agree to pay my said attorney from the proceeds of settlement or recovery a fee of 33 & 1/3% prior to filing suit. After suit has been filed, I agree to pay my said attorney from the proceeds of settlement or recovery a fee of 40%. The fee shall be reduced to that allowed by law if the fee is governed by any law contrary to the above mentioned fees.

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made I will not be indebted to my said attorney for any attorney's fee.

I hereby authorize my attorney to fully investigate any claims for which he represents me, and should he file suit, or other legal proceedings on my behalf, to fully prepare for and prosecute the same. If after reasonable investigation of such claim or claims, he determines that it is not feasible to prosecute such claim, upon notification to me of such fact, he may withdraw from representation under this agreement.

It is understood and agreed that neither party shall settle any claim arising out of this accident without first having obtained the consent thereto of the other.

CLIENT

CLIENT

DATE

DATE

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I agree that my attorney may pay any physician, dentist, hospital, therapist bills, or the bills of any health care provider as well as the fee of any consultant or expert from the recovery or settlement. I also agree that attorney's costs of investigation, filing suit, or any other expenses concerning my representation may be recouped from the proceeds of any settlement or recovery. I further agree that I shall not settle this claim in any manner without the written consent of my attorney.

I further agree that the Law Office of Ivan J. Daigs may employ additional attorneys to further this claim if Ivan J. Daigs determines that it is necessary.

I further agree that a \$50.00 minimum fee shall be assessed to cover postage, local and long distance telephone calls, photographs, investigations, supplies, computer time, etc. and to open case file.

I further agree to sign a separate engagement agreement if I wish to engage your firm to represent me regarding other matters.

I further agree that I am aware that my file will be held for a period of 1 year, after we close our file. At the expiration of the 1 year period, Attorney's office will destroy these files unless I notify them in writing that I wish to take possession of them.

It is further agreed that if any other attorney has been employed by me, as a result of this accident, then that attorney is released from representing me as of this date.

It is contemplated herein that reference to the first person singular gender hereinabove shall refer to all undersigned clients, parties to this agreement.

The above employment is hereby accepted upon the terms stated herein.

In case of a dispute of monies, I hereby AGREE to binding arbitration of the fee dispute in accordance with the LSBA Lawyer Dispute Resolution Rules and Louisiana Arbitration Law and AGREE that the arbitrators may, in their award following arbitration, order reimbursement of all or part of the filing fee paid by either the petitioner or respondent. I understand that the arbitration proceedings are binding and confidential pursuant to the LSBA Rules of the Lawyer Fee Dispute Resolution Program, and the right to bring or defend an action in court is waived. Clients should consult an attorney if they have questions.

This _____ day of _____, 20_____.

CLIENT

IVAN J. DAIGS
Attorney at Law

CLIENT