



**Erwin Mark Stephens  
Attorney at Law, LLC**

**125 Clairemont Avenue  
Suite 515  
Decatur, GA 30030  
Phone: (404) 480-4420  
erwin@emstephenslaw.com**

### **PERSONAL INJURY RETAINER AGREEMENT**

I, \_\_\_\_\_, (hereafter “Client”) hereby retain ERWIN MARK STEPHENS, ATTORNEY AT LAW, LLC and/or Erwin Mark Stephens, Esq. hereafter (“Attorney”) in regards to my personal injury incident, which occurred on or about \_\_\_\_\_.

It is understood and agreed that the Client will pay Attorney the following fees for the services to be rendered:

- 33 1/3 of any and all sums recovered by settlement prior to instituting a lawsuit; **or**
- 40% of any and all sums recovered either as a result of trial or by way of settlement after a lawsuit has been instituted; **and**
- In addition to one of the fees above, Client agrees to pay **administrative fees** which include, but are not limited to, medical records expenses, court fees, police report fees, court reporter and deposition costs, etc.
- Attorney does appellate work on a “case by case” basis and makes no promise of appellate representation for this matter.

Both Client and Attorney retain the right to terminate this agreement, by submitting written notice to the other party. If Client terminates Attorney however, Attorney reserves the right to pursue Client for administrative fees as well as an hourly rate of \$200.00 for services rendered. Attorney shall also have all general, possessory, or retaining liens and all special or charging liens known to the common law or available under law.

Attorney agrees to make no compromise or settlement in this Matter without the approval of the Client as to the specific settlement or compromise. Likewise, Client agrees to make no compromise or settlement in this matter without the approval of Attorney.

As the client, I understand and agree that Attorney is making no promise, representation or warranty to me regarding the outcome of this claim.

Erwin Mark Stephens, Esq. will be the attorney in charge of this matter, but the Client specifically authorizes and agrees that any other attorney, investigator, paralegal, secretary, or other person in the firm, or an associated counsel in another firm, may, at the professional discretion of Erwin Mark Stephens, perform necessary services under the direction of the attorney in charge.

Moreover, as the client, I understand that the issues of my case may have some precedential value; that is, what is decided in my case may be helpful to another injured person. I agree that, without further notice to me, ERWIN MARK STEPHENS, ATTORNEY AT LAW, LLC and/or Erwin Mark Stephens, Esq. has my express permission to discuss the facts and principles of my case publicly and to write and publish articles which specifically refer to my case.

I hereby grant a power of attorney to ERWIN MARK STEPHENS, ATTORNEY AT LAW, LLC and/or Erwin Mark Stephens, Esq. to sign, negotiate and distribute, in accordance with the provisions contained herein, any and all instruments of payment made payable to client and/or to ERWIN MARK STEPHENS, ATTORNEY AT LAW, LLC, in the form of settlement proceeds.

By signing this Agreement, client acknowledges having read, understood, and accepted the terms thereof.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Attorney Signature \_\_\_\_\_