

## CONSUMER LAW CONTINGENCY FEE AGREEMENT

**Subject of representation:** [CLIENT] (Client) retains and authorizes the LAW OFFICES OF JOHN T. ORCUTT (Attorney) to (i) investigate potential claims and defenses against [DEFENDANT] (Defendant) concerning violations of state and federal laws, including, among others, the Bankruptcy Code, the Fair Debt Collection Practices Act, the Electronic Funds Transfer Act, the North Carolina Debt Collection Act, the North Carolina Collection Agency Act, the North Carolina Consumer Finance Act, and the North Carolina Unfair and Deceptive Acts and Practices Statute; and (ii) if Attorney's investigation shows that such a claim would have merit and that filing suit is appropriate, to draft a letter to Defendant in an attempt to negotiate a settlement of these claims, if possible, or to file suit.

Client acknowledges that Attorney has not made any promise or prediction to Client about the outcome of Client's claims or causes of action, nor the amount of time it may take to obtain any recovery.

**Fees.** Client and Attorney agree that any fee for Attorney's services to Client or the class will be contingent upon effecting a recovery or successful result from the parties against whom the claims are brought.

If the claim is brought under a statute providing for the award of fees against a defendant, Attorney will first be reimbursed all costs, expenses, and out-of-pocket disbursements. In addition, Attorney will receive a fee which will be the greater of: (1) one-third (33 1/3%) of the monetary recovery remaining after reimbursement of all costs, expenses, and out of pocket disbursements (which recovery includes damages and awarded attorney's fees); and (2) the value of Attorney's time at Attorney's normal hourly rates.

These rates may be adjusted upward annually and are available upon request. If the first option above is greater, then costs, expenses, and out of pocket disbursements will be reimbursed from a recovery first, prior to the division. Attorney will apply to the court for an award of fees and expenses at such rates and/or will attempt to secure the inclusion of such an award in any settlement. If Attorney recommends a settlement and the Client accepts it, the amount of fees and expenses included in the settlement will be the only fees payable.

If the claim is not one brought under a statute providing for the award of fees against a defendant, the fee will be (i) reimbursement from the recovery of all costs, expenses, and out of pocket disbursements, plus (ii) one-third (33 1/3%) of the remaining recovery. Costs, expenses and out of pocket disbursements will be reimbursed from a recovery first, prior to the division.

If there is no recovery, the Client will not be liable to the Attorney for attorney's fees or costs incurred. Client will not be liable for attorney's fees or costs in excess of any recovery; however, any attorney's fees or costs that Client is specifically ordered by a Court to pay to a third party, including to Defendant following rejection by Client of an Offer in Compromise or Offer of Judgment, shall remain the obligation of Client.

**Other Counsel.** Client acknowledges and agrees that Attorney may retain co-counsel or local counsel to represent Client. In such an event, these lawyers will be compensated out of the fees paid to Attorney and such representation will not affect Client's recovery.

**Expenses.** Attorney will advance costs and litigation expenses, repayable only from a recovery, **except** that if Client abandons the case, Client shall reimburse Attorney for costs, expenses and out-of-pocket disbursements.

**Assignment of right to fee award.** Client assigns to Attorney all rights conferred by statute or rule to recover attorney fees from Defendant.

**Statute of limitations.** There are short time frames provided by law for the filing of claims. with some that expire within a year. **It is essential that this authorization be returned as soon as possible.**

**Client responsibilities.** Client recognizes and agrees that Client will have to cooperate with Attorney in the prosecution of the defenses and claims, by appearing at trial or at a deposition and providing documents and information. Such testimony will frequently take 1 to 1-1/2 days. Client also recognizes that Attorney does not guarantee a favorable result, or that Client can obtain compensation for serving as class representative, although Attorney will use their best efforts to achieve those results.

Finally, Client agrees that in the event Attorney files a claim on behalf of a class, it is the responsibility of Client as class representative to prosecute the action for not only Client's own benefit, but also for the benefit of the other class members, and that Client cannot settle or dispose of the action for just Client, without making provision for the class to recover.

Client will not meet or otherwise communicate with Defendant or the representative(s) or insurer(s) of Defendant to attempt to settle or receive payment on any of Client's claims or causes of action described above without the consent of Attorney; and will not settle or receive any payment on any of the claims or causes of action described above without the consent of Attorney.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of [CLIENT]

Mailing address for [CLIENT]:

Best phone numbers for [CLIENT]:

Accepted:

Date: \_\_\_\_\_

**LAW OFFICES OF JOHN T. ORCUTT, P.C.**

By: \_\_\_\_\_  
Signature of Attorney