

CONTRACT FOR LEGAL SERVICES ON A CONTINGENT FEE BASIS

This is a **CONTRACT** for legal services on a contingent fee (percentage) basis, entered into by and between **DENNEY, MORGAN, RATHER & GILBERT**, Lexington, Kentucky, hereinafter designated as **ATTORNEY**, and _____, of _____, hereinafter designated as **CLIENT**.

The **CLIENT** hereby retains the **ATTORNEY** to represent him/her as **ATTORNEY** in a workers' compensation claim, to be filed before the Kentucky Department of Workers' Claims. **CLIENT** agrees to pay in accordance with the Kentucky law KRS 342.320 a fee to be fixed by the administrative law judge upon consideration of the extent, quality and complexity of services not to exceed:

20% of the first \$25,000 awarded;
15% of the next \$10,000 awarded;
5% of any amount awarded over \$35,000, and
Not to exceed in all twelve thousand dollars (\$12,000).

This fee shall be paid by the employee from the proceeds of the award or settlement.

It is agreed that if no recovery of compensation is made, the **CLIENT** will not be indebted to the **ATTORNEY** for any sum whatsoever as attorney's fees.

The firm agrees to advance the reasonable expenses of said **CLIENT**. The **CLIENT** will remain fully responsible for any and all out of pocket expenses incurred for which an itemized list will be provided. Expenses include a \$25.00 quarterly charge for office expenses including but not limited to postage, long distance telephone calls, travel, and facsimiles. Expenses are in addition to any fee to which the attorney is entitled.

If upon investigation of said claim the **ATTORNEY** concludes that the **ATTORNEY** cannot continue to represent the **CLIENT**, the **ATTORNEY** may withdraw representation and the **CLIENT'S** only obligation to the **ATTORNEY** will be to pay any litigation or other expense which has been advanced by the **ATTORNEY** on the **CLIENT'S** behalf. Further upon resolution of this claim the attorney/client relationship terminates and any future need for representation shall comprise a separate claim.

IN TESTIMONY WHEREOF, the **ATTORNEY** and **CLIENT** have signed the foregoing **CONTRACT** on this _____ day of _____, 2007.

ATTORNEY

CLIENT

DENNEY, MORGAN, RATHER & GILBERT
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Lexington, KY 40507
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