



DICKSON DAVIS LAW FIRM

**THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE  
PURSUANT TO TITLE 15, CHAPTER 48, SECTION 15-48-10(a).**

STATE OF SOUTH CAROLINA

\_\_\_\_\_ COUNTY

**LEGAL SERVICES CONTINGENCY FEE AGREEMENT**

This **LEGAL SERVICES CONTINGENCY FEE AGREEMENT** (“Agreement”), dated as of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, between **DICKSON DAVIS LAW FIRM, LLC**, a South Carolina limited liability corporation having its principal place of business located on 439 Congaree Road, P.O. Box 6, Greenville, South Carolina 29607 (“Firm”), and \_\_\_\_\_, a resident in \_\_\_\_\_ COUNTY, South Carolina (“Client”).

**RECITALS**

1. This agreement provides for the Firm’s legal representation of the Client regarding the Client’s case.
2.  Mr. or  Ms. \_\_\_\_\_ is the Attorney at Law for the Firm (“Attorney”).
3. The Firm handles \_\_\_\_\_ matters, and the Client has consulted with the Firm regarding legal advice for the Client’s case.
4. The Client seeks legal representation from the Firm involving \_\_\_\_\_  
\_\_\_\_\_ for injuries sustained by the Client on  
\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

Accordingly, the parties agree as follows:

**Article 1. Legal Services**

**1.1 Non-trial Resolution**

By executing this Agreement, the Client hires the Firm to provide legal representation of the Client in the Client’s civil matter regarding  a non-trial resolution,  a trial resolution,  both a non-trial resolution and a trial resolution (if applicable),  a post-trial resolution, or  a post-trial appeal *in the Client’s case*.

**1.1.1 Non-Trial Resolution Tasks**

Subject to the provisions of this Agreement as amended from time to time, the Firm will perform services including, but not limited to, the following:

DICKSON DAVIS LAW FIRM, LLC ■ 439 CONGAREE ROAD ■ P.O. BOX 6 ■ GREENVILLE, SOUTH CAROLINA ■ 29607  
864.729.3424 TEL ■ 864.752.1424 FAX ■ WWW.DICKSONDAVISLAW.COM ■ INFO@DICKSONDAVISLAW.COM

- (1) the Firm's time and appearance coordinating a settlement with the opposing counsel whether informally, or through mediation;
- (2) the Firm's time conducting the investigation of the case;
- (3) the Firm's appearance on behalf of the Client;
- (4) the Firm preparing pre-trial motions, and related pleadings, if applicable; and
- (5) the Firm conducting any hearings as required.

### 1.1.2 Objective of Representation

The objective of the Firm's representation is to obtain  a pretrial (or non-trial) dismissal of the claims brought against the Client,  a pretrial dismissal of the claims alleged by the Client, or  a pretrial dismissal (or judgment awarded) in favor of the Client based on the claims alleged by the Client, if possible.

## 1.2 Trial Resolution

If the Client chooses to pursue *either* a trial, a new trial, an appeal, *or* the Client's case has not reached a resolution on or before the scheduled date for a jury or bench trial, then the Firm may perform additional legal services at trial that asserts all the Client's viable legal claims and contentions in an attempt to obtain a "**liable**" verdict against the opposing party, or a "**not liable**" verdict against the Client if applicable.

### 1.2.1 Final Trial Preparation

Final Trial Preparation means that the Firm *either* conducted a pre-trial conference with the judge and the opposing counsel *or* performed **any** three of the following tasks:

- (1) prepared jury *voir dire* questions;
- (2) prepared proposed jury instructions;
- (3) subpoenaed any witnesses;
- (4) prepared any trial exhibits;
- (5) prepared a judgment as a matter of law;
- (6) outlined the opening statement; or
- (7) outlined the closing argument ("Final Trial Preparation").

### 1.2.2 Legal Fees for Trial

If the Client proceeds with Trial on the above-mentioned case(s) and recovers, then the Firm will deduct the legal fees for trial from the Client's recovery at trial that include, but is not limited to, any fees for the Firm up to and including the trial of the case. For the Firm's legal fees to be included in the Firm's Contingency Fee, the Firm must represent the Client at the time the Client recovers. If the Firm does not represent the Client at the time the Client recovers, then the Firm's legal fees for trial will be deducted from the Client's recovery before all other claims to the Client's recovery.

### 1.2.3 Legal Fees for Retrial

If the court grants a new trial on the above-mentioned case(s) to the Client, then the Firm will renegotiate the Contingency Fee separately from this Agreement. If the Client recovers, then the Firm will deduct the expenses from the Client's recovery from the new trial separately from the Firm's Contingency Fee. The Firm's expenses for retrial include, but is not limited to, the following:

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- (1) telephone tolls;
- (2) court reporter costs for any depositions, hearings, appearances or transcript preparation;
- (3) private investigator charges;
- (4) reproduction of documents;
- (5) making (or having made) photographs and any printing or enlargements of same;
- (6) the purchase of (or costs to have prepared) any documents such as maps, plats, land surveys, aerial photographs;
- (7) mileage charges and accommodation expenses (if any) of Attorney incurred directly for the Client's benefit;
- (8) video tape production, editing or copying;
- (9) costs of conducting computer-aided legal research;
- (10) the cost of making photocopies of any legal research;
- (11) costs incurred in purchasing (or having made) any court exhibits or demonstrative evidence;
- (12) witness mileage and appearance fees; and
- (13) the hiring of expert witnesses for the consultation and testing of Client or the physical and scientific evidence in the case, the use of the expert's testimony at motion hearings, and the use of the expert's testimony at trial.

Additionally, if the Attorney is required to travel outside Greenville County to investigate the case, to go to court or any hearings on the Client's behalf, then Firm will deduct extra fees for the Firm's travel time at the Firm's hourly rate per hour plus all costs of transportation. The Firm will use the most cost-effective mode of transportation. The Attorney shall explain to the Client the necessity of incurring each cost, and, to the extent practical, consult with the Client prior to incurring such costs. Wherever practicable and possible, the Attorney will allow and request the Client to pay such costs directly, in advance.

#### **1.2.4 Legal Fees Excluded**

If the Client does not recover from trial, or the Client does not receive a settlement offer, but the Client wishes to proceed with any post-trial motions or an appeal, then the Firm will re-negotiate the Firm's Contingency Fee at that time in writing. The legal fees for trial do not include the preparation of any post-trial motions and hearings for either a *new trial* or a *renewed judgment as a matter of law*.

#### **1.3 Substitution of Legal Services**

The Client retains the Firm to personally perform any and all pre-trial, trial, or post-trial services on behalf of the Client. The Firm may utilize the services of a substitute or additional attorney(s) outside the firm to perform certain pre-trial work in the Client's case with the exception of the Firm's actual representation at trial or appeal. The Firm is the sole judge of when and whom to utilize substitute or additional legal services provided for the Client.

The Client authorizes the Firm to split fees with any substitute or additional attorney(s) provided that the Firm notify the Client in writing of the fee splitting percentage based on the work performed by each attorney for the matter outlined in this Agreement and pursuant to Rule 1.5(e) of the South Carolina Rules of Professional Conduct. The Client will not be responsible to pay for any greater Contingency Fee because of the Firm's association with any other attorney or referral of this matter to another attorney. Any other attorneys, or firms, outside of the Firm who is associated with representing the Client in this matter shall share joint responsibility and any fees with the Firm.

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## 1.4 Limited Power of Attorney

Upon executing and delivering this Agreement, the Client hereby grants the Firm, or the Firm's designees, permission to act on the Client's behalf to obtain any and all records and documents related to the case. Simultaneously with the execution of this agreement, the Client has executed a limited power of attorney permitting the Attorney to act in such capacity for Client. The Client may revoke such limited power of attorney *at any time* by giving the Attorney written notice of such revocation.

## 1.5 Other Legal Services

The Firm performs other legal services outside of this Agreement, which are not included in the Contingency Fee under this Agreement. These other services include, but are not limited to, the following:

- (1) Post-trial resolution;
- (2) Administrative Hearing and Administrative Appeals;
- (3) Any interlocutory appeal or direct appeal to the South Carolina Circuit Court, South Carolina Court of Appeals, or the South Carolina Supreme Court filed by either the opposing counsel or the Attorney on the Client's behalf;
- (4) Appeals of an adverse jury verdict or adverse dispositive ruling by a judge sitting without a jury to either the South Carolina Court of Appeals or the South Carolina Supreme Court;
- (5) *Habeas corpus*, *certiorari*, injunctive, or other extraordinary court proceedings to either a federal court, or a state court, having appellate jurisdiction over the decisional court's ruling; and
- (6) Other causes of action arising out of the same incident.

## 1.6 No Guarantees

The Firm makes no representation or warranty regarding the Firm's work, the chances of success, nor the likely results which will be obtained as a result of the Client retaining the Firm.

## Article 2. Legal Fees

The Firm's contingency fee is contingent on the outcome of the matter for which the Firm provides legal services of representation ("Contingency Fee"). For the Client to obtain and maintain legal representation by the Firm in the Client's case, the Client must execute this Agreement, sign the Firm's Engagement Letter, and sign **Exhibit C** under this Agreement before the Firm will begin working on the Client's case.

## 2.1 Client Recovery

The Firm's legal fees for a non-trial resolution, trial resolution, post-trial resolution, or appeal *is contingent upon the outcome of the case*. If the Client prevails in this matter, then the Client typically recovers a monetary compensation by receiving a settlement or an award, whether the award results from a jury or bench trial ("Recovery" or "recover").

### 2.1.1 Due Diligence

The Firm shall investigate the Client's case to determine whether the Client may recover from the Client's injuries. Because the Firm essentially finances cost of the Client's litigation upfront, whether the Firm proceeds with the Client's case is at the sole discretion of the Firm. The Firm's policy is to pursue only cases that the Firm perceives as strong cases with sufficient support of necessary documentation, evidence, and witnesses to prove the Client's allegations of injury and damages. If the Firm declines to proceed with the Client's case, then the Firm shall notify the Client in writing and terminate the attorney-client relationship pursuant to this Agreement and the South Carolina Professional Rules of Conduct.

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### 2.1.1 No Recovery Outcome

If the Client receives either no settlement offer or no award, whether the award results from a jury or bench trial that is not in the Client's favor, then the Client may recover nothing and the Client may owe the Firm nothing.

### 2.1.2 Recovery Outcome

If the Client receives either a settlement or an award, whether the award results from a jury or bench trial in the Client's favor, then the Client must either: (1) Pay the Firm's Contingency Fee provided that the Firm maintains ongoing representation of the Client at that time in this matter before all other claims; or (2) Reimburse the Firm's legal services including the Firm's the Firm's legal fees including the Firm's time, costs of litigation (i.e., court filing fees, depositions, etc.), and out-of-pocket expenses provided that the Firm no longer maintains ongoing representation of the Client at that time in this matter before paying all other claims.

## 2.2 Contingency Fee Sliding Scale

The Firm's Contingency Fee is calculated as a percentage of the Client's settlement or award, whether the award results from a jury or bench trial, based on a sliding scale related to the stage of litigation and the Client's amount of damages (either alleged damages or awarded damages, whichever is more) for this matter as follows:

Stage of Litigation	Amount of Damages	Contingency Fee
<i>Demand Letter</i>		
	\$0-\$100,000	33%
	\$100,000+	35%
<i>Pretrial</i>		
	\$0-\$100,000	35%
	\$100,000+	37%
<i>Trial</i>		
	\$0-\$100,000	37%
	\$100,000+	39%
<i>Post-trial</i>	\$T.B.D.	<i>Negotiated separately.</i>
<i>Appeal</i>	\$T.B.D.	<i>Negotiated separately.</i>

### 2.2.1 Stages of Litigation

The Demand Letter stage of litigation means that the Firm has sent written correspondence to the opposing party alleging your claims for damages before the Firm files a complaint in this matter. The Firm may resolve this matter through settlement negotiations, whether informally or in mediation (or any other alternative dispute resolution methods), during this stage of litigation. For this stage of litigation, the Demand Letter Contingency Fee applies.

The Pretrial stage of litigation begins when the Firm has initiated legal proceedings by filing a complaint before the court alleging your claims for damages in this matter. The Pretrial stage of litigation ends when the Firm engages in Final Trial Preparation in Section 1.2.1. The Firm may resolve this matter through settlement negotiations, whether informally or in mediation (or any other alternative dispute resolution methods), during this stage of litigation. For this stage of litigation, the Pretrial Contingency Fee applies.

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The Trial stage of litigation begins when the Firm engages in Final Trial Preparation in Section 1.2.1. The Trial stage of litigation ends when the Client receives a disposition of the trial, the court or jury has ruled either in favor or against the Client, or the Court has granted a retrial (i.e., a mistrial occurs). The Firm may resolve this matter through settlement negotiations, whether informally or in mediation (or any other alternative dispute resolution methods), during this stage of litigation. For this stage of litigation, the Trial Contingency Fee applies. However, the Trial stage of litigation does not apply to a retrial, the post-trial stage of litigation, or the appeal stage of litigation, which require renegotiation of the Firm's Contingency Fee prior to proceeding.

### **2.2.2 Settlement Offers and Acceptance**

If the Client receives a settlement offer, and accepts the settlement offer, then the Firm's Contingency Fee is set at the stage of litigation when that settlement occurs: Demand Letter; Pretrial; Trial. Retrial, Post-Trial, and Appeal stages of litigation are subject to the renegotiation of the Contingency Fee at that time.

## **2.3 Trust Accounting**

For this matter, if the Client obtains any settlement or award, whether the award results from a jury or bench trial in the Client's favor, and the Firm maintains representation of the Client in this matter, then the Firm will deposit the settlement or award in a trust account for the benefit of the Client. The Firm will provide a financial breakdown of the Firm's legal fees including, but not limited to, the Firm's time, costs of litigation (i.e., court filing fees, depositions, etc.), and out-of-pocket expenses. Upon request, the Firm may provide additional documentation of the Client's actual damages incurred by the Firm to substantiate the Firm's deductions in the trust account accordingly.

### **2.3.1 Subordinated Claims**

The Firm must, to the best of the Firm's ability, allocate payment from the settlement or award to cover the Client's actual damages that include, but are not limited to, the costs of litigation, the cost of the Client's attorney fees, and the out-of-pocket expenses directly related to the matter. The Firm's legal fees claim senior priority before all other claims or amounts are deducted from the Client's Recovery. All other claims to the Client's Recovery are subordinated to the Firm's claims for legal fees.

The Client is responsible to disclose to the Firm any and all parties that may have a claim against the settlement or award, including, but not limited to the following: (1) previous representation by other firms or attorneys; (2) automobile insurance carriers for claims filed by the Client; (3) healthcare insurance carriers for claims filed by the Client; (4) workers' compensation for claims filed by the Client; (5) any and all third party vendors that may have a claim for reimbursement when providing the Client with services or products related to this matter such as doctors, hospitals, ambulances, physical therapists, chiropractors, automobile repair shops, and so forth; and, (6) and any other parties who may have a claim against the Client for out-of-pocket expenses unrelated to this matter.

### **2.3.2 Priority of Claims**

The Firm may be responsible for allocating the Client's Recovery to third-parties other than to the Firm and the Client. Should others have any claims against the Client's Recovery, the Firm establishes the following priority for paying third-parties from the Firm's trust account held for the benefit of the Client:

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- (1) The Firm maintains senior priority over all other claims from the Client's Recovery, whether for the Firm's Contingency Fee or the Firm's attorney fees, costs of litigation, and out-of-pocket expenses incurred when representing the Client;
- (2) All third-party vendors directly related to this matter, whether the vendor treats the Client's injuries or repairs the Client's property, maintain senior priority over all other claims unrelated to this matter from the Client's Recovery;
- (3) All third-party vendors unrelated to this matter maintain senior priority over the Client's claims from the Client's Recovery; and,
- (4) The Client will receive the remaining balance due, if any surplus exists, once the Firm and the other subordinated claims unrelated to this matter have been resolved.

### **2.3.3 Surplus**

In the event that a surplus occurs, the Client may elect one of two options: (1) the Client delegates the Firm to pay the Client's out-of-pocket expenses to third-party vendors or third-parties, who have a subordination claim on the Client's Recovery, on the Client's behalf; or, (2) the Client elects to receive the Client's Recovery less the Firm's legal fees, and the Client assumes sole responsibility for paying the Client's out-of-pocket expenses to third party vendors directly related to this matter, or third-parties unrelated to this matter, who have a subordination claim on the Client's Recovery.

### **2.3.4 Deficiency**

In the event that a deficiency occurs, the Firm will deduct from the Client's trust account the Firm's attorney fees and the Firm's costs of litigation before all other expenses as the Firm's earned legal fees. The Firm will attempt to negotiate with third-parties for the reduction of the Client's out-of-pocket expenses related to this matter. The Firm will make the remainder payments from the Client's Recovery according to the priority of claims in **Section 2.3.2**.

### **2.3.5 Indemnification of the Firm**

The Client indemnifies the Firm from any claims by a third party to the Client's Recovery that was not fully disclosed to the Firm before distributing the Client's Recovery accordingly due to the omissions or negligence of either the Client or the Firm. The Client bears sole responsibility to verify any and all third parties that may have claims against the Client's Recovery, and to disclose the same to the Firm prior to the Firm's distribution from the Firm's trust account held for the benefit of the Client.

## **2.4 Additional Fees**

In addition to the Contingency Fee, the Client may be subject to additional charges as set forth below:

### **2.4.1 Late Fees**

The Client must pay a \$25.00 fee for any late payments. The Firm may elect to waive a late fee that does not alter the Firm's right to accelerate the Retainer Fee due to the Client's default on the monthly payment plan.

### **2.4.2 Merchant Services Fees**

For the Client's added convenience, the Firm accepts major credit cards provided that the Client pay an additional three percent (3%) processing fee. The Firm accepts major credit cards including Visa, MasterCard, and Discover.

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### **2.4.3 Returned Checks**

The Client must pay a \$25.00 fee for any returned checks. Late fees will also apply if applicable.

### **2.4.4 Failure to Appear**

The Client may not be required to appear for court dates depending on the court's jurisdiction of the case. However, the Client is responsible for making necessary arrangements to appear for scheduled court dates as required. If the Client fails to appear in court as required, then the Client must pay the Firm three hundred dollars (\$300.00) per occurrence, which is due *immediately* unless the Client's absence is excusable or justifiable (i.e., death in the family, hospitalization, or some other documented emergency).

### **2.4.5 Additional Consultation Appointment**

If the Client wishes to have additional in-person consultation appointments outside of normal pre-trial hearings, then the Firm will charge the Client an hourly rate of \$150.00 for additional consultation appointments with the exception of phone consultations or client correspondence(s) via email, text, or mail as the Client's case progresses.

## **2.5 Receipt of Payment**

The Firm will only acknowledge receipt of the funds for the Client's Recovery in writing to either the Client or a third-party. The Client is responsible for ensuring that the Firm has tendered a receipt of funds towards the Client's balance due related to the Client's Recovery and verifying payments made to third-parties separate from the Firm's Contingency Fee. The Firm is not responsible for payments that the Firm never receives from a third party, or payments that the Firm never made on the behalf of the Client to third-parties, due to external circumstances beyond the control of the Client or the Firm.

## **2.6 Completion of Legal Services**

Upon the Firm's completion of legal services performed on behalf of the Client, the Client must resolve any outstanding balance(s) due to the Firm when the Client is able to procure a final disposition form from the court (at the Client's own expense).

## **2.7 Penalty**

If the Client defaults any condition of this Agreement, then the Firm will withdraw representation. The Client must remit a signed copy of a Consent Order relieving the firm of representation at the time of executing this contract in **Exhibit C** in the event the Client defaults on this Agreement.

Failure to pay the Firm's Contingency Fee will result in the Firm placing a lien against any recovery obtained by the Client for the Firm's Contingency Fee plus costs of litigation incurred by the Firm to do so. This Section represents an agreement is coupled with an interest that is an irrevocable agreement unless: (1) both the Firm and Client mutually consent to revoke this provision; or, (2) the Firm retains the right to rescind the Agreement pursuant to under **Sections 2.1.1, 2.2, 2.8, and Article 4.**

## **2.8 Acceleration**

If the Client defaults any condition of this Agreement, then the Firm retains the right to accelerate the terms and conditions of this Agreement immediately. The Client will be responsible for the Firm's legal services at the rate

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of \$150.00 per hour and out-of-pocket expenses when representing the Client. Failure to reimburse the Firm will result in the Firm placing a lien against any recovery obtained by the Client for the Firm's Contingency Fee plus costs of litigation incurred by the Firm. If the Client misrepresents the Client's claims, or fails to provide full disclosure of material information to the Firm regarding the Client's claims, then the Client's Contingency Fee is forfeit and the Firm has the right to accelerate the terms and conditions of this Agreement immediately. Additionally, upon written notification to the Client's last known contact information, the Firm retains the right to forward all past due balances to a collection's agency when the Client's balance due remains in arrears after ninety (90) days.

### **2.8 Payment by another Individual**

Any other third-party may pay the Contingency Fee on behalf of the Client provided that the Client authorize the Firm to receive payment from that third-party either verbally or in writing. For credit card charges made by a third party, the third-party is required to submit a signed copy of the credit card authorization form in **Exhibit D** with the payment before a third-party payment will be considered a valid payment on the Client's behalf.

### **2.9 Exclusions of Certain Legal Fees from Contingency Fee**

Per **Exhibit B**, the Client is responsible for paying certain legal fees directly to the Firm or the vendor including, but is not limited to, the following: depositions; investigation fees (i.e., private investigator); expert witness fees; Guardian ad Litem fees; insurers of surety bonds; and, mediation (or other alternative dispute resolution) fees ("Vendor"). The Client is responsible to pay Vendor(s) in a timely manner to prevent interruptions to the litigation stage(s) upon receipt of the Vendor's invoice or billing. Or, if the Firm consents, the Client may submit the separate, additional payment for those Vendors along with the Vendor's invoice or billing to the Firm for the Firm to remit payment on the Client's behalf provided that the Client's funds have cleared within 5-7 business days before the Firm issues any payment to that Vendor.

## **Article 3. Covenants**

### **3.1 Client**

#### **3.1.1 Client Statements**

The Client shall make truthful statements and representations when dealing with the Firm in all matters related to the Client's case. If the Firm determines that the Client has breached this provision, such as making omissions to significant factual discrepancies, then the Firm may terminate this agreement and seek court approval to withdraw from the Client's case as the Client's legal representative. In the event that the Client breaches this provision, the Client shall pay the Firm's attorney fees, costs of litigation, and out-of-pocket expenses. The Client will forfeit the Firm's Contingency Fee, and the Client will forfeit the Firm's responsibility to bear the Client's costs of litigation and out-of-pocket expenses prior to the Client's ability to recover in this matter. The Firm's attorney fees, costs of litigation, and out-of-pocket expenses will be accelerated and due immediately.

#### **3.1.2 Client Conduct**

The Firm may seek court approval to withdraw from the Client's case as the Client's legal representative in the event the Client's conduct includes, but is not limited to, the following:

- (1) the Client misses, without justification or explanation, any scheduled court appearance for which the Firm has sent notice to the Client by mail, email, facsimile, or as communicated in person or by telephone;

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- (2) the Client fails to respond within ten (10) days of the Firm's successive communications (more than two attempts) via mail, email, or phone communications by the Firm to the Client's home address, email address, or phone number respectively;
- (3) the Client absconds from the court's jurisdiction, and fails to return to the State of South Carolina for required appearances; or
- (4) the Client fails to pay for expenses or fees incurred by the Firm related to the prosecution or defense of the Client's case with a balance due in arrears of ninety (90) days or more; or
- (5) the Client fails to provide documentation, evidence, or full disclosure of material information for the Firm to represent the Client in this matter; or
- (6) the Client fails to cooperate with the Firm in the Firm's representation of the Client in this matter; or
- (7) the Client fails to notify the Firm of the Client's change in the Client's address, telephone number, and email (if applicable).

### **3.1.3 Confidentiality**

**THE CLIENT MAY NOT TO DISCUSS THIS MATTER, OR ANY TERMS OF THIS MATTER, WITH ANY OTHER PERSON OR THIRD PARTY WITHOUT OBTAINING CONSENT OF THE FIRM BEFOREHAND.**

### **3.1.4 Court Date Notices**

The Client is responsible for notifying the Firm of any and all changes in the Client's contact information to receive notices from the Firm. Additionally, the Client is required to notify the Firm upon receipt of any court date notices from the court.

### **3.1.5 Case Disposition**

The Client maintains the ultimate authority over how to proceed with the disposition of the Client's case. The Client may request and authorize the Firm to reach a settlement with the opposing party. In such an event, the Client shall indemnify and exonerate the Attorney for any damages, loss of entitlements, penalties, collateral consequences, or other damages that may befall the Client as a result of such a settlement. The Attorney shall communicate with the Client regarding any and all settlement offers from the opposing party provided that the Client is responsive to receiving and responding to such communications within a timely manner per the terms of the settlement offer. Thereafter, the Client authorizes the Attorney to assist with reaching a settlement or compromise with stated conditions to accept settlement offers in writing before the Attorney enters settlement negotiations.

## **3.2 Attorney**

### **3.2.1 Attorney Statements**

The Attorney may not make any promises of discharge, guarantees of success, nor representations or warranties of what outcome the Client will obtain from the Attorney's performance of legal services.

### **3.2.2 Attorney Conduct**

The Attorney shall use reasonably best efforts to represent the Client to the best of the Attorney's ability in all phases of legal representation. The Attorney shall perform all services for the Client in a professional manner and maintain compliance with the Rules of Professional Responsibility and Ethics as established by the South Carolina Bar Association and the South Carolina Supreme Court.

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### **3.2.3 Attorney Availability**

The Attorney may not be available at all times if the Client desires to confer with the Attorney due to Attorney's other court appearances, client appointments, and similar obligations of the Attorney operating a law practice. The Client shall respect the Attorney's schedule. The Attorney shall keep the Client informed of the progress and of important developments in the case from time to time and to try to schedule a prompt conference mutually convenient to both parties, if and when, the Client desires the same.

### **3.2.4 Transfer of Case**

In the event that the Client and the Attorney cannot agree on the proper handling or disposition of the Client's case, either the Client or the Firm may ask the other for the Firm's removal from the Client's case as the Client's legal representative. The Client may seek court approval for a change of legal counsel. In such an event, the Attorney will assist the Client's new attorney in taking over the case, and fully cooperate with the new counsel to the maximum extent necessary to facilitate the change of legal counsel. The Client shall pay the Firm for services rendered until the Firm's final transfer of information and documents to the Client's new attorney at the Firm's hourly rate of \$150 per hour.

## **Article 4. Termination**

Subject to Articles 2 and 3, both parties may terminate this Agreement in writing at any time. Regardless of terminating the Firm's services, this Agreement is coupled with an interest under Article 2 rendering the Agreement under Article 2 irrevocable whether the Client receives and accepts a settlement offer, or, in the alternative, the Client receives an award in the Client's favor from either a bench or jury trial. If the Client recovers in this matter after terminating the Firm's services, then the Client is still responsible to pay the Firm for all the Firm's attorney fees, costs of litigation, and out-of-pocket expenses before all other claims to the recovery regardless of whether the Client obtains recovery. Upon termination of the Firm's services, and if Client recovers subsequently thereafter, then Client will be responsible for the Firm's legal services at the rate of \$150.00 per hour and out-of-pocket expenses when the Firm represented the Client. Failure to reimburse the Firm will result in the Firm placing a lien against any recovery obtained by the Client for the Firm's attorney fees, costs of litigation, and out-of-pocket expenses incurred by the Firm.

## **Article 5. General Provisions**

### **5.1 Governing Law**

The Laws of South Carolina govern all matters relating to this Agreement, including torts. Both parties submit any litigation concerning the enforcement of this Agreement exclusively to the jurisdiction of the Circuit Court of Common Pleas in Greenville County, South Carolina. If litigation occurs, the losing party shall pay fifteen per cent (15%) of the reasonable attorney's fees and all court costs to the prevailing party. Nothing in this provision prevents the parties from seeking assistance from the South Carolina Bar Association fee disputes board, if the parties agree to submit any fee disputes to the South Carolina Bar Association.

### **5.2 Assignment and Delegation**

The Client may not assign the Client's rights or delegate the Client's performance under this Agreement without the Firm's prior consent. The Firm may assign its rights and delegate its performance. For the purposes of this section, an assignment includes a change of control.

### **5.3 Successors and Assigns**

The Agreement binds and benefits the parties and their respective permitted successor and assigns.

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#### **5.4 Notices**

The parties must send all notices in writing and give all consents in writing through email, fax, in person, overnight courier, or certified mail through the U.S. Postal Service. A notice or consent occurs and is effective when the intended recipient receives it. Email is the preferred mode of communication for notices between both parties.

#### **5.5 Merger**

This Agreement states the full agreement (as the final, complete, and exclusive statement of the parties' agreement on the matters contemplated within this Agreement) between the parties and supersedes all prior negotiations and agreements.

#### **5.6 Severability**

If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force. If any court strikes an essential provision, then the parties shall opt for rescission instead of reformation of this Agreement by any court; and, attorney fees will be presented in an hourly billing format for the reasonable value of services provided at the rate of \$150 per hour.

#### **5.7 Amendments or Modifications**

The parties may amend or modify this Agreement in writing and with the consent of both parties. If the provisions of either an amendment or modification and this Agreement conflict, then the provisions of this Agreement govern.

#### **5.8 Counterparts**

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

#### **5.9 WAIVER OF JURY TRIAL**

The Client waives a jury trial for any claims, including legal malpractice for errors or omissions, related to the Firm in this matter after a having a reasonable opportunity to consult with independent legal counsel. The Client is encouraged to obtain independent legal advice concerning this waiver prior to obtaining the Firm's services for this matter. Any disputes that arise between the parties with respect to the performance of this Agreement is subject to binding arbitration by the American Arbitration Association ("AAA") and its rules and procedures in effect at the time of submission. In the event of a dispute, both parties will share equally in the costs of arbitration. **BOTH PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ALL MATTERS REGARDING THIS AGREEMENT OR POSSIBLE TRANSACTIONS ARISING FROM THIS AGREEMENT.**

[INTENTIONALLY BLANK]

Initial: \_\_\_\_\_

**5.9.1 Acknowledgment**

This waiver is signed and initialed knowingly, voluntarily, and intentionally. Each party has had the reasonable opportunity to seek independent counsel to explain the consequences of this provision and its ramifications from waiving the right to jury trial for any claims regarding this matter.

**DICKSON DAVIS LAW FIRM, LLC**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bar #: \_\_\_\_\_

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

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

To evidence the parties' agreement to this Agreements provisions, the parties have executed and delivered this Agreement as of the date set forth in the preamble.

**DICKSON DAVIS LAW FIRM, LLC**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bar #: \_\_\_\_\_

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

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

Initial: \_\_\_\_\_

**EXHIBIT A**

**ATTORNEY PARTICIPATION DISCLOSURE AGREEMENT**

Pursuant to Rule 1.5(e) of the South Carolina Rules of Professional Conduct, the client

\_\_\_\_\_ (“Client”) hereby acknowledge that the **DICKSON DAVIS LAW FIRM, LLC** (“Firm”) and the attorney (or firm) \_\_\_\_\_ (“Firm Associate”) assume joint responsibility for representing the Client in the Client’s case. The Firm and the Firm Associate agree to be available for consultation with the Client regarding the Client’s case. The Client accepts the division of legal fees between the Firm and the Firm’s Associate for any attorney’s fees recovered in the Client’s case as follows:

<b>Legal Service Provider</b>	<b>Percentage of Work Performed</b>	<b>Percentage of Attorney’s Fees</b>
Firm	%	%
Firm’s Associate	%	%

**DICKSON DAVIS LAW FIRM, LLC**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bar #: \_\_\_\_\_

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

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

**FIRM ASSOCIATE:**

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bar #: \_\_\_\_\_

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

## EXHIBIT B

<b>Civil Litigation Services Rendered Price List</b>	<b>Rate</b>
(1) Researching, drafting, and sending preliminary correspondence to the opposing party or opposing counsel prior to filing a law suit:	\$T.B.D.
(a) Researching, drafting, and sending a demand letter;	\$600.00
(b) Researching, drafting, and sending a cease and desist letter; and,	\$400.00
(c) Researching, drafting, and sending a response letter to opposing counsel;	\$400.00
(2) Researching, drafting, and filing a Motion for a Preliminary Injunction, or any motion for an injunction or temporary restraining order, with the Court, and attending the hearing;	\$1,500.00
(3) Researching, drafting, and filing the Complaint for cause(s) of action, if applicable;	\$1,000.00
(4) Researching, drafting, and filing pre-trial motions, responses, or pleadings;	\$T.B.D.
(a) Response to Answer;	\$1,000.00
(b) Response to Counterclaim(s);	\$1,000.00
(c) Motion for Summary Judgment and attending the hearing for the Motion for Summary Judgment; and,	\$1,500.00
(d) Any other pleadings or responses prior or during discovery, or the pretrial conference (\$1,000 per pre-trial motion, response, or pleading each);	\$1,000.00/each
(5) Assisting with the discovery process during the pre-trial stage of litigation that includes, but is not limited to, the following:	\$T.B.D.
(a) Researching, drafting, and filing Requests for Interrogatories (to be filed at the time of the complaint);	\$200.00
(b) Researching, drafting, and filing Requests for Production of Documents (to be filed at the time of the complaint);	\$200.00
(c) Researching, drafting, and filing Requests for Admissions (to be filed at the time of the complaint);	\$200.00
(d) Investigation, interviewing, and gathering evidence from potential witnesses or other sources of evidence (including hiring a private investigator) (\$150.00/hour to the Firm);	Client Pays Firm/Vendor
(e) Researching, drafting, and filing each subpoena (or subpoena duces tecum) for witness testimony, documents, or evidence;	\$300.00/each
(f) Preparing for, attending, and conducting (or participating) in each witness deposition and requesting and obtaining transcript requests (\$1,000/each payable to the firm); and,	Client Pays Firm/Vendor
(g) Expert opinion consultation and testimony, if applicable (as determined by the expert witness), and the client is responsible for paying the expert witness directly;	Client Pays Directly
(6) Attending all hearings during the pre-trial, trial, post-trial, or appeal stage of litigation not previously included in the abovementioned pricing (including pre-trial conference, if applicable);	\$300/each
(7) Assisting with mediation as an alternative dispute resolution to resolve the matter:	\$1,450.00
(a) Preparing for and attending a mediation or settlement conference with the goal to attempt obtaining a settlement (up to (4) hours of preparation and (4) hours in mediation at \$150 per hour); and,	\$1,200.00
(b) Costs of the mediation center for three (3) hours is estimated at \$250.00/party, and the client is responsible for paying the mediation center directly (cost quoted is an approximate estimate for one party, but the actual costs will be determined by the mediator selected by both parties and for time spent in mediation, if applicable);	Client Pays Directly
(8) Preparing for and attending trial;	\$5,000.00
(9) Researching, drafting, and filing post-trial motions and attending the hearing;	\$1,300.00
(10) Researching, drafting, and filing a Notice of Appeal and attending the appeal hearing;	
(a) Appeal from Magistrate Court;	\$1,300.00
(b) Appeal from Circuit Court (or higher); and	\$5,000.00
(11) For all other services provided, but not included in the abovementioned list, the client may be charged an hourly rate of \$150.00 per hour.	\$150.00/hour
(12) The Firm is not responsible for the Client's expenses related to a court-appointed a Guardian ad Litem. Estimates vary from \$3,000 in normal cases to \$6,000+ for more complex cases.	Client Pays Directly

**EXHIBIT C**

**STATE OF SOUTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

\_\_\_\_\_,  
Plaintiff,

v.

\_\_\_\_\_,  
Defendant.

IN THE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ CASE NO.

**CONSENT ORDER TO  
RELIEVE COUNSEL**

This matter is before the Court pursuant to Motion of \_\_\_\_\_, who is the attorney ("Attorney") for \_\_\_\_\_ ("Plaintiff"). The Attorney seeks to be relieved as counsel for the Plaintiff and from representation of the Plaintiff regarding the abovementioned case number(s) due to the Plaintiff's failure to comply with either the Attorney's fee agreement contract, or pay the Attorney's fees pursuant to the Plaintiff's fee agreement contract with the Attorney. The Plaintiff consents to the Attorney being relieved as the Plaintiff's attorney as evidenced by the Plaintiff's signature to this Order. The Plaintiff has thirty (30) days to obtain substitute counsel.

IT IS HEREBY ORDERED, that \_\_\_\_\_, is relieved as attorney for the Plaintiff.  
**SO ORDERED**, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
PRESIDING JUDGE

Court of \_\_\_\_\_

\_\_\_\_\_ Judicial Circuit

Greenville, South Carolina

\_\_\_\_\_, 2016

I SO MOVE:

I CONSENT:

\_\_\_\_\_  
**Printed Name:**  
**Attorney for Plaintiff**

\_\_\_\_\_  
**Printed Name:**  
**Plaintiff**





EXHIBIT D

**Dickson Davis Law Firm, LLC  
Credit Card Authorization Form**

DICKSON DAVIS LAW FIRM

Client Name:

First

Middle

Last

Contract/Sales Order #:

Invoice(s):

Name on Credit Card:

First

Middle

Last

Credit Card Billing  
Address:

Street Address / PO Box

City

State

Zip

Credit Card Type:

Visa / MasterCard / Discover / Other:

Credit Card Number:

Credit Card Exp. Date:

Month

Year

CID#

Amount to Charge:

\$

Cardholder Signature:

Signature

Date

/ /20\_\_