



**MILLER & ZOIS, LLC**

ATTORNEYS AT LAW

**RETAINER & CONTINGENT FEE AGREEMENT**

I, **Steve Smith**, retain and employ Miller & Zois, LLC (M&Z) as my Attorneys to represent me in my claim against any individual, company or entity for injuries sustained arising out of an incident which occurred on January 1, 2007.

It is understood and agreed that my Attorneys will receive as their fee thirty-three and one-third percent (33-1/3%) of the gross amount received by way of settlement. In the event that a lawsuit is filed, or my case is submitted to binding arbitration, my Attorneys shall receive as their fee forty percent (40%) of the gross amount received. This retainer does not apply to any appeal I may decide to pursue from a court ruling. M&Z is not obligated to file any appeal on my behalf.

I further agree that in the event I choose to no longer pursue my case, or if this attorney-client relationship is terminated by either party, M&Z will retain my file until an agreement is made with respect to M&Z's fee and M&Z is reimbursed for expenses incurred.

M&Z will advance all reasonable expenses associated with my case. Expenses include, but are not limited to, copies of medical records, police reports, depositions, investigative fees, photocopying, postage, filing fees of the court, expert witness fees, court reporter and videographer fees, travel expenses and any other expenses necessary for the proper handling of my case. These expenses will be reimbursed to M&Z out of any financial recovery M&Z obtains on my behalf.

**M&Z will handle my personal injury protection claim, if applicable, at no charge to me.**

**If there is no recovery on my behalf, M&Z does not receive a fee and M&Z will be responsible for any and all costs or expenses incurred.**

\_\_\_\_\_  
Steve Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Miller & Zois, LLC

\_\_\_\_\_  
Date