

# Appendix I

## Contingent Fee Agreement with Sliding Scale

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

Client name  
Address

### Re: Representation Agreement

Dear \_\_\_\_\_,

This letter sets forth the terms of our agreement to represent you in your claim for injuries you sustained in \_\_\_\_\_ [describe incident, including location] on \_\_\_\_\_ [date of incident].

1. You have retained us, and we will represent you in this case and perform all necessary legal services up to and including a trial and any post-judgment motions in the trial court. We will charge you a contingent fee for representing you. In accordance with subsection (b) of Connecticut General Statutes Section 52-251c, our contingent fee shall be based upon the gross amount of damages awarded and received by you, or the gross amount of the settlement, computed as follows:

- 33 1/3 percent of the first \$300,000;
- 25 percent of the next \$300,000;
- 20 percent of the next \$300,000;
- 15 percent of the next \$300,000; and
- 10 percent of all amounts over \$1,200,000.

We will charge you this contingent fee if the case is settled, before or after filing suit, or if it goes to trial and judgment. Since our fee will be based upon the size of any recovery on your behalf, we will receive no fee for our services if we are unsuccessful in effecting any recovery.

2. In addition, we will advance (without interest) all costs and expenses of the case including but not limited to filing fees, marshal's fees, expert witness fees, deposition costs for court reporters and videographers, costs for medical reports, investigator's fees, charges for photographs, diagrams, charts and other visual aids, fees payable to public agencies, photocopying, mileage and long distance telephone. At time of settlement or judgment, we shall be

reimbursed those expenses in addition to our fee as set forth above. If there are any unpaid liens against your case such as Medicare, ERISA self-insured, Medicaid or workers' compensation liens, they will be paid out of your share of the settlement proceeds. We will also pay any health care providers who have treated you under agreements that they will be paid out of the proceeds of your case (under "letters of protection"). The net recovery will then be paid to you.

3. Under this Agreement we are not obligated to take or defend an appeal on your behalf. If, following a full trial, an appeal to a higher court is necessary, we will discuss further fee arrangements with you at that time. An appeal is a rare event in these cases and is a

separate undertaking which will require a separate representation agreement, should you choose to hire us.

If you have any questions about this agreement, please call me. Otherwise, please sign a copy of this letter and return one to me to indicate your acceptance of the terms of representation stated above. We are required by law to have our agreement in writing.

Very truly yours,

JACOBS, GRUDBERG, BELT, DOW & KATZ

By \_\_\_\_\_  
(Name of lawyer)

Read, Understood and Agreed to:

\_\_\_\_\_  
Name of client