

# WRONGFUL DEATH CONTINGENCY FEE REPRESENTATION AGREEMENT

**Date:** [Date]

**Client:** [Name of Personal Representative/Claimant]

**Matter:** Wrongful Death of [Deceased Name]

This agreement confirms that [Law Firm Name] ("Attorney") will represent [Client Name] ("Client") in pursuit of legal claims arising from the wrongful death of [Deceased Name].

## 1. Scope of Representation

Attorney will provide legal services to investigate, prosecute, and settle claims against all potentially liable parties. This includes filing a lawsuit if necessary and representing the estate in probate proceedings required for the wrongful death claim.

## 2. Contingency Fee Arrangement

Client is not required to pay hourly attorney fees. Attorney's compensation is contingent upon a successful recovery. The fee shall be calculated as follows:

- [Percentage]% of the total gross recovery if settled prior to filing a formal lawsuit.
- [Percentage]% of the total gross recovery after a lawsuit is filed or if the matter proceeds to trial or arbitration.

## 3. Costs and Expenses

Attorney will advance litigation costs (e.g., filing fees, expert witness fees, medical records, deposition transcripts). These costs will be deducted from the Client's share of the recovery after the contingency fee is calculated. If no recovery is obtained, Client shall owe Attorney [nothing / only specific costs as permitted by state law].

## 4. Client's Responsibilities

Client agrees to cooperate fully, provide all necessary documentation, and notify Attorney of any change in contact information. Client has the final authority to accept or reject any settlement offer.

## 5. Termination of Services

Client may discharge Attorney at any time. Attorney may withdraw for good cause or if Client breaches this agreement. In the event of termination, Attorney may be entitled to a lien for the value of work performed.

## **6. No Guarantee of Results**

Client acknowledges that Attorney has made no guarantees regarding the successful outcome of this matter or the amount of any potential recovery.

### **Signatures:**

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[Client Name], Individually and as Representative

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[Attorney Name] for [Law Firm Name]