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ATTORNEY'S AUTHORIZATION AND CONTINGENCY FEE AGREEMENT

One form, every client. Plain language, printed in public at rrr.law/fees — the same document everyone signs.

1. Parties and scope. The undersigned client ("Client") retains Rusca Law ("Attorney") to take all action necessary to prosecute all claims against parties and insurers legally responsible for damages arising from the following matter ("the Matter"):

____

This Agreement covers the Matter only. It does not cover appeals from the trial court's decision, which would require a separate written agreement. It does not cover workers' compensation proceedings, in which fees are set by the Workers' Compensation Appeals Board. [3] This Agreement is not for use in medical negligence matters, which Attorney does not accept. If Attorney handles any other matter for Client, Client will be obligated to pay Attorney's normal fees and costs for that matter under a separate written agreement.

2. The fee — a scale that slides down, not up. Subject to sections 3 through 5, Attorney is to receive the following percentage of the total recovery:

(a) Twenty-nine percent (29%) if the Matter resolves after a lawsuit is filed but before any deposition or mediation;

(b) Thirty-three percent (33%) if the Matter resolves after a deposition, or after a mediation attended by Attorney and Client;

(c) Forty percent (40%) if the Matter resolves — by settlement, judgment, or otherwise — within sixty (60) days of the first day of trial, during trial, or after trial.

Why there is no pre-suit rate: every matter here gets a filed lawsuit, because maximum value is not obtained by letter. If a matter nonetheless resolves before filing, tier (a) applies.

Parity promise. If the Matter resolves more than sixty (60) days before trial, Attorney's fee shall not exceed the net amount Client actually receives after deduction of costs and satisfaction of any liens. If the arithmetic would ever put the office ahead of the client, the fee is reduced until it does not.

No recovery, no fee — and no costs. If no recovery is obtained, Client owes Attorney neither fees nor repayment of costs advanced.

This fee is not set by law. It is negotiable between Attorney and Client. [1]

3. Minor clients — a lower scale. Where the client is a minor, the schedule in section 2 is replaced with: twenty-three percent (23%) after a lawsuit is filed but before any deposition or mediation; twenty-four percent (24%) after a deposition or mediation; and twenty-five percent (25%) within sixty (60) days of trial, during trial, or after trial. The parity promise and the no-recovery-no-costs promise apply equally to minor clients. Any recovery by a minor is subject to court approval; the fee actually charged will be the amount the court approves, and Attorney will not request more than this schedule. [2]

4. Employment matters — the greater-of rule. This section applies if the Matter arises from Client's employment. Many employment statutes entitle a prevailing employee to recover attorney's fees from the employer, computed by the court from the hours worked and a reasonable hourly rate ("statutory fees"). "Total recovery" in section 2 means everything paid or awarded in the Matter, including any amount paid or awarded as attorney's fees or costs. Attorney's fee will be the GREATER of (a) the section 2 percentage of the total recovery, or (b) the statutory fees awarded by the court or allocated to fees in settlement — but never both, and never more than the greater. For purposes of any statutory fee application, Attorney's standard hourly rate is $400.00 per hour, subject to periodic adjustment and to the court's determination of a reasonable rate. In cases under the Fair Employment and Housing Act, a plaintiff who does not prevail is not ordinarily liable for the employer's fees or costs unless the court finds the action frivolous. [4]

5. Class, representative, and PAGA actions. If the Matter proceeds as a class action, the court will set or approve Attorney's fee as part of any settlement or judgment , and that approved fee replaces the section 2 percentage. If the Matter includes claims under the Private Attorneys General Act, civil penalties are divided between the Labor and Workforce Development Agency and employees as the statute requires, and any fee is subject to court approval; the section 2 percentage is not applied to the State's share. [5]

6. Costs. Attorney will advance all costs of prosecuting the Matter. Typical costs include filing fees, service of process, medical and employment records, deposition transcripts, expert and investigator fees, and mediation fees. Attorney is authorized, in Attorney's discretion, to employ investigators and experts, whose fees are chargeable as advanced costs. On recovery, funds are distributed in this order: Attorney's fee under sections 2 through 5; costs advanced are then reimbursed to Attorney; liens, if any, are satisfied; and the balance is paid to Client. Costs therefore reduce Client's recovery, not the fee. Attorney works to keep costs low — email instead of postage, no unnecessary hearings, no transcripts purchased before they are needed — because lower costs mean a higher payout to Client.

7. Liens. Health-care providers, health insurers, and government programs may assert liens against any recovery. Liens are paid from Client's share of the recovery. Attorney will seek reduction of liens wherever possible.

8. Taxes and allocation. In employment matters, portions of a recovery allocated to wages are subject to payroll tax withholding and will be reported on a Form W-2; other portions may be reported on a Form 1099. The section 2 percentage is computed on the total recovery before withholding. Attorney does not provide tax advice, and Client is encouraged to consult a tax professional.

9. Settlement authority; no guarantee. The decision to accept or reject any settlement belongs to Client, and Attorney will not settle the Matter without Client's consent. Attorney makes no promise or guarantee about the outcome of the Matter; any expression of opinion is an opinion only.

10. Attorney's lien. Attorney shall have a lien upon the cause of action, any judgment obtained on it, and the proceeds of any recovery, for Attorney's fees and for costs and monies advanced in prosecuting the Matter.

11. Termination. Client may terminate the attorney-client relationship at any time. Upon termination, Attorney will be entitled to reimbursement of costs advanced and to the reasonable value of the services rendered, payable only if and when Client obtains a recovery in the Matter, and only from that recovery. [7]

12. Communications, electronic signatures, and the file. Client consents to delivery of documents by email to the address below. If Client later requests delivery by mail, copying and postage may be charged as costs. If executed electronically, this Agreement has the same legal effect as an original paper document under the Uniform Electronic Transactions Act. [6] When the representation ends, Attorney will notify Client — email or text message is sufficient — and offer to return Client's file. Materials not claimed may be destroyed five (5) years after that notice.

Client email for delivery of documents: ____

13. Insurance. Attorney maintains errors and omissions (professional liability) insurance.

14. No secrets. Attorney has a no-secrets policy: we are your tour guide, and we will honestly answer any question you ask that relates to your case.

15. Duplicate originals. This Agreement is executed in duplicate, and Client acknowledges receiving a copy.

Dated: _______________________

Client signature: ____

Client name (print): ____

If signing for a minor — name and capacity (parent / guardian ad litem):

____

Dated: _______________________

Attorney signature: ____

Rodney Richard Rusca, for Rusca Law

The rules behind this agreement

[1] Bus. & Prof. Code § 6147 — contingency fee agreements must be in writing, signed by attorney and client, state the fee rate, explain how costs affect the recovery, and say the fee is negotiable; otherwise the agreement is voidable at the client's option. — leginfo.legislature.ca.gov

[2] Prob. Code § 3601; Cal. Rules of Court, rule 7.955 — every attorney fee paid from a minor's recovery is set or approved by the court; the contract states the most Attorney will request. — leginfo.legislature.ca.gov · courts.ca.gov

[3] Lab. Code § 5307 — workers' compensation fees are set by the Workers' Compensation Appeals Board, which is why those matters are excluded here. — leginfo.legislature.ca.gov

[4] Gov. Code § 12965; Lab. Code §§ 218.5, 226, 1194 — in discrimination, harassment, and wage cases, a prevailing employee recovers attorney fees from the employer — the reason for the greater-of rule in section 4. — leginfo.legislature.ca.gov

[5] Cal. Rules of Court, rule 3.769 — class action fees are set or approved by the court as part of any settlement or judgment. — courts.ca.gov

[6] Civ. Code § 1633.7 — an electronic signature has the same legal effect as ink. — leginfo.legislature.ca.gov

[7] Fracasse v. Brent (1972) 6 Cal.3d 784 — a discharged contingency attorney is owed only the reasonable value of work performed, payable only if and when the client recovers.

Everything Rusca Law, one scan — or tap: flowto.it/QGp5P2sec