

ATTORNEY EMPLOYMENT FEE AGREEMENT

I, _____, (CLIENT) hereby employ GAFFNEY & GAFFNEY (GAFFNEY), of 1771 Bloomingdale Road, Glendale Heights, IL 60139 (630) 462-1200, to represent me in the prosecution or settlement of my claim against _____ for _____.

In consideration for the services rendered, I agree to pay GAFFNEY a sum equal to _____ of the "gross amount" of whatever may be recovered from said claim either by suit, settlement or in any other manner plus costs and expenses. In the event there is an award from the court for fees and costs payable directly by the Defendant, GAFFNEY shall be entitled to the amount so awarded by the court or the _____ amount described above, whichever is greater. I understand that court costs and litigation expenses are my responsibility regardless of the outcome. I agree to pay GAFFNEY non-refundable payments toward GAFFNEY'S overhead, fees and costs, in the amount of \$ _____ per month beginning _____ and on the _____ day of every month thereafter until this matter is finally resolved by settlement, dismissal, GAFFNEY withdrawal or otherwise. GAFFNEY shall have the right to deposit these funds and other funds received into GAFFNEY'S General Business Account for such general business use as GAFFNEY deems appropriate. GAFFNEY shall account to CLIENT for all funds received at the conclusion of the ATTORNEY/CLEINT relationship. These payments shall be applied to the _____ contingent fee and costs payable to GAFFNEY described above but shall not be refundable in the event the amount paid hereunder exceeds the _____ contingent fee and/or costs incurred (*i.e.* in the event this action is unsuccessful or the total contingent fee plus costs due GAFFNEY is less than the monthly payments herein.)

"Gross amount" means prior to any reduction for costs, litigation expenses or taxes. I understand that these expenses and taxes will be my sole responsibility whether withheld by my former employer from any settlement or award or paid directly by me. The term "gross amount" also includes any punitive damages, statutory damages, sanctions or interest as awarded by the Court to me. I also understand that payments received by my in settlement of my claim or pursuant to a judgment entered in my favor will likely be taxable income. I agree to consult with my own accountant regarding the taxability of ant settlement proceeds or other award. I do not anticipate or request that GAFFNEY will provide me tax advice. GAFFNEY does not provide tax advice and are not tax lawyers.

The action I anticipate GAFFNEY to take is as follows:

Nothing in this agreement shall require GAFFNEY to take any action, which in GAFFNEYS' opinion may violate the Illinois Code of Professional Responsibility. GAFFNEY shall retain independent judgment and discretion to take those avenues of action or litigation which GAFFNEY deems to be most appropriate. This agreement does not obligate GAFFNEY to defend any counter-claims or cross-claims which my

employer, or others, may have against me. GAFFNEY is not obligated to prosecute every form of legal remedy or action, which may potentially be available to me, including an Appeal. In the event of an Appeal, GAFFNEY shall be entitled to an additional fee to represent me in an Appeal. I also retain the right to hire other counsel to represent me in an Appeal. The fee for an Appeal shall be subject to future agreement.

GAFFNEY shall also be entitled to a lien on any future award or settlement for his services. GAFFNEY shall have the right to withdraw from representation of client, without loss of his fee, in the event GAFFNEY believes that a settlement offer proposed by a defendant should be accepted by CLIENT and I refuse to accept the same. In the event GAFFNEY is discharged or otherwise is required to withdraw from my legal representation, he shall be entitled to payment for services rendered at the rate of _____ per hour for Glenn R. Gaffney and _____ per hour for Justin R. Gaffney plus costs or for _____ of the gross amount of the most recent settlement offer, plus costs, whichever is greater. Said amount shall be paid within thirty (30) days of termination and ATTORNEYS/CLIENT relationship and GAFFNEY shall maintain a lien on my claim unless paid in full.

In the event client fails to make payments when due, pursuant to this Agreement, GAFFNEY shall have the right to immediately withdraw from representation of CLIENT. In the event any collection action is taken on an amount due by CLIENT pursuant to this Agreement, GAFFNEY shall be entitled to a reasonable attorney's fee and all costs of collection in addition to the amount due hereunder. CLIENT further agrees to pay a repeat billing charge of _____ per month for each month an unpaid invoice is sent to CLIENT. This charge is agreed to off-set the administrative costs of repeated billing. I also acknowledge that costs incurred by GAFFNEY on my behalf, including parking expense, photocopying expense, court reporter expense, filing fees, witness fees, certified mail expenses, etc. will be paid by me within thirty (30) days on invoice, unless I am make regular monthly payments as described above.

CLIENT must cooperate regarding discovery and other litigation requirements on a timely basis. A failure of CLIENT to timely respond to GAFFNEYS' requests will result in GAFFNEYS' withdrawal without loss of their lien. CLIENT shall provide GAFFNEY with all discovery documents requested by GAFFNEY as soon as reasonably possible.

It has also been explained to CLIENT that there is a possibility that CLIENT will lose this case and that all litigation is risky and perilous. In the event CLIENT loses a lawsuit, CLIENT will be responsible not only for all costs incurred by GAFFNEY, but also will be responsible for costs incurred by the Defendant. In the event the Court should deem the lawsuit to be frivolous and not filed in good faith, CLIENT could also potentially be responsible for Defendant's attorneys' fees. CLIENT accepts this responsibility.

Please be advised that at the conclusion of our ATTORNEY/CLIENT relationship, GAFFNEY will retain your files and records for a period of 2 years.

CLIENT will have the right to obtain any or all of the records acquired. After 2 years, we agree that GAFFNEY shall have the right to destroy the file and all records contained therein. However, GAFFNEY shall have a retaining lien on all file records and other property of CLIENT within the possession of GAFFNEY until attorneys' fees are paid in full.

CLIENT understands that no ATTORNEY/CLIENT relationship is established until both parties have executed this agreement. CLIENT also acknowledges a receipt of a copy of this agreement signed by GAFFNEY.

, ATTORNEY (Date)

, CLIENT (Date)