

**RETAINER AGREEMENT**

I/we hereby retain and employ **LINDELL & LAVOIE, LLP**, attorneys at law, to represent me/us in a claim for damages sustained as a result of \_\_\_\_\_ on or about \_\_\_\_\_, 201\_\_\_\_. I/we further authorize and empower my/our attorneys, in their discretion, to investigate this matter, negotiate and enter into settlement discussions regarding it, and to bring suit on my/our behalf. However, final settlement of my/our claim may only be made with my/our prior consent and approval.

In consideration of said attorneys' services, I/we agree to pay to them thirty-three and one-third percent (33-1/3%) of any amounts recovered for me/us from any source by way of suit or settlement (except no-fault basic economic loss benefits as defined in Minn. Stat. §65B.44, et seq., paid in the ordinary course of my/our claim). "Amounts recovered" includes all parts of an award, judgment, settlement or payment of any kind on my/our claim, including, without limitation, settlement consideration, compensatory damages, punitive damages, costs, disbursements, attorney fees, interest, penalties, or payments under Minnesota Statute §604.18. If there is no recovery, there shall be no attorneys' fees.

Attorneys' fees are due at the time of settlement, even if structured or deferred payments are involved. If there is a structured settlement, attorneys' fees shall be based on the reasonable present value of the settlement. There shall be no deduction for payment of liens, assignments, medical or hospital bills or other similar items, prior to computation of attorneys' fees.

I/we agree to reimburse said attorneys for all their actual costs and disbursements paid or incurred on my/our behalf in connection with this matter. This reimbursement is separate from the attorneys' fees described above and is not contingent on my/our recovering damages. Any costs or disbursements advanced by the firm will be subject to an interest charge of six percent (6%) per annum.

This Agreement shall be binding on me/us, my/our heirs, executors, assigns and legal representatives, but subject to my/our right to change representation upon my/our election.

I/we have read this Retainer Agreement and understand it; I/we also understand that a fully-executed copy will be sent to me/us promptly.

Dated: \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_

**WE HEREBY ACCEPT EMPLOYMENT ON THE ABOVE TERMS.  
LINDELL & LAVOIE, LLP**

By \_\_\_\_\_  
Dated: \_\_\_\_\_  
2420 Centre Village; 431 S. 7th St.  
Minneapolis MN 55415-1897  
612/339-8811