

**RETAINER AGREEMENT**

I hereby retain and employ **LINDELL & LAVOIE LLP**, Attorneys at Law, to represent me in a claim for damages sustained as a result of medical treatment I received on or about \_\_\_\_\_, from \_\_\_\_\_.

I further authorize and empower my attorneys, in their discretion, to investigate this matter, negotiate and enter into settlement discussions regarding it, and to bring suit on my behalf. However, final settlement of my claim may only be made with my prior consent and approval.

In consideration of said attorneys' services, I agree to pay to them forty percent (40%) of any amounts recovered for me from any source by way of suit or settlement. "Amounts recovered" includes all parts of an award, judgment, settlement or payment of any kind on my 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 including, but not limited to, such things as filing fees, copies, mileage, service of process fees, deposition costs and expert witness fees. 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, my heirs, executors, assigns and legal representatives, but subject to my right to change representation upon my election.

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

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

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