

ATTORNEY FEE AGREEMENT
FEDERAL RAILROAD SAFETY ACT

I, _____ of _____, hereby retain the law firm of _____ (“the Law Firm”) to represent me in regard to any claim I may have for violations of the Federal Railroad Safety Act (FRSA) in connection with my employment with the _____ Railroad on or about the date of _____.

I agree to fully cooperate with my attorneys, including providing current information with regard to home and work telephone numbers, and current mailing address. In addition, I agree to promptly appear when advised for all court hearings, depositions, pretrial conferences, and to furnish all information and written documentation requested by my attorneys.

I understand that no settlement of the claim shall be made without my knowledge and consent, and I agree that no settlement of the claim shall be made without the knowledge and consent of the Law Firm.

I agree that upon a settlement or court award the Law Firm will receive as attorneys’ fees for its services **either** (1) the full amount of its hourly fees; or (2) one-third of the total amount recovered, **whichever is greater**. “Total amount recovered” means all amounts paid on my FRSA claim, including, but not limited to, all economic damages or remedies, such as back pay, compensatory damages, punitive damages, and interest.

Attorney time spent on this matter will be billed as follows: the hourly rate for Attorney _____ time is \$____; the hourly rate for Attorney _____ is \$____; and the hourly rate for Attorney _____ is \$____.

I understand that, under the FRSA, a court or other tribunal may award statutory attorneys’ fees, as well as other remedies, and that the Law Firm will file an application for the award or recovery of such fees and other remedies.

In the event of a settlement or award by which the defendant is obligated to pay some portion of the attorneys’ fees, the Law Firm will be entitled to receive the full amount of its one-third contingency fee from the recovery in accordance with the foregoing. It is understood and agreed that the portion of the fee, if any, paid by the defendant and received by the Law Firm, will be credited against any fee I may owe the Law Firm from the recovery.

I agree to reimburse the Law Firm for any expenses or disbursements made on my behalf. Such expenses may include, but are not limited to, court fees, investigation expenses, marshal's fees, depositions, expert fees for reports and testimony, and medical and hospital reports and records. If the fee is in the form of a one-third contingency fee, the fee will be calculated on the basis of the total amount recovered after deducting the amount to be reimbursed for expenses or disbursements. I will not, however, be responsible for reimbursement of any expenses or disbursements that the defendant is obligated to pay.

If there is no amount recovered, I will not be responsible for payment of any attorneys' fees, costs, or expenses.

This agreement does not encompass the handling of an appeal on my behalf of any Judgment rendered in my case. I understand that if the Law Firm agrees to represent me in any appeal, it will require a new agreement separate from this agreement.

I authorize the Law Firm to pay from my share of any recovery any unpaid liens of which they have notice. I understand that I am responsible for paying any Railroad Retirement Board (RRB) liens, any supplemental disability benefit liens, and any Medicare liens from my share of any recovery by settlement or award.

I understand that I have the right to discharge the Law Firm at any time. I agree, however, that in the event that I receive a recovery on the claim after I have discharged the Law Firm, the Law Firm will be entitled to compensation for the reasonable value of its services performed up to the date of discharge. I also agree that I will direct any law firm I subsequently retain to honor the attorneys' fee lien of the Law Firm.

I also agree to execute all papers necessary for any settlement of the claim and authorize the Law Firm to endorse my name to any settlement checks, deposit same in the Law Firm's escrow account, and disburse the proceeds of the settlement in a manner consistent with the terms of this retainer agreement.

I have read the foregoing and have had the opportunity to ask questions about it. I understand the terms of this agreement and agree to abide thereby.

Attorney: _____ Client: _____

Date: _____