



Massimo Consultant and Financial N.V.  
J.G. Emanstraat #29, Oranjestad, Aruba  
Tel: (297) 561 3036  
[www.massimocnsultant.com](http://www.massimocnsultant.com)

## “CONTINGENCY FEE RETAINER AGREEMENT”

This contingency fee retainer agreement is

**B E T W E E N : Massimo Consultant & Financial Services N.V.**

**(Hereinafter called the “Solicitors”)**

**And:** \_\_\_\_\_  
\_\_\_\_\_

Tel \_\_\_\_\_  
**(Hereinafter called the “Client”)**

### **1. What we are retained to do:**

Massimo Consultant and Financial N.V (herein after Massimo N.V.) is being retained by the client to provide the following services, namely, to represent the client in respect to: \_\_\_\_\_  
\_\_\_\_\_

Massimo case # \_\_\_\_\_ and all claims and lawsuit filed pertaining to the above mentioned case number., and or Insurer case# \_\_\_\_\_ Filled in when received from the Insurer.

In representing the client’s interest in respect to the above-noted matter, Massimo N.V. will be incurring a significant amount of time and out-of-pocket expenses for and on the client’s behalf. In retaining the services of Massimo N.V., the client has the option of retaining the solicitors other than by way of a contingency fee agreement, including retaining the solicitors by way of an hourly rate retainer. An hourly rate retainer is a retainer whereby the solicitors charge the client for each hour or a portion thereof that they work on the client’s file at a specified hourly rate. Hourly rates may vary among solicitors and the client can speak with other solicitors to compare rates. Notwithstanding that the client has been advised of the hourly rates of Massimo N.V. and that hourly rates may vary among solicitors and notwithstanding that the client can speak with other solicitors to compare rates, the client has chosen to retain Massimo N.V. by way of a contingency fee agreement. The client acknowledges and understands that all usual protections and controls on retainers between a solicitor and client, as defined by the Laws of Aruba and the Common Law, apply to this contingency fee agreement.



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## **2. The Amount of the Contingency Fee:**

The contingency fee paid by the client to Massimo N.V. is equal to 24% (Twentyfourpercent) of all amounts recovered on behalf of the client for injuries, damages, and losses, excluding disbursements (out-of-pocket expenses), excluding partial indemnity costs, regardless of the source of the said recovery whether by way of settlement of the client's claim or by way of judgment following a trial.

### **For example:**

To help you understand how our percentage will be determined, we offer the following sample calculation. **This sample calculation does not apply to your case; it is for illustration purposes only.**

Suppose that before trial, your case is settled for the following amounts (paid as lump sums):

<b>Damages plus interest:</b>	<b>AWG.100,000</b>
<b>Costs (from the Defendant), including BBO:</b>	<b>AWG. 10,000</b>
<b>Disbursements (reimbursed by the Defendant):</b>	<b><u>AWG. 10,000</u></b>
<b>Total:</b>	<b>AWG.120,000</b>

In this example, our fee would be 24% of the total damages and interest awarded to our client (excluding costs). The invoice delivered to our client would consist of the following:

<b>Fee of 24% x AWG.100,000:</b>	<b>AWG. 24,000</b>
<b><u>BBO</u> on our fee:</b>	<b>AWG. 1,440</b>
<b>Disbursements (reimbursed by defendants):</b>	<b>AWG. 10,000</b>
<b>Client Disbursements (faxes, photocopies, Long distance telephone, courier, etc.)</b>	<b><u>(included in our percentage fee)</u></b>
<b>Sub-total:</b>	<b>AWG. 35,440</b>

Your recovery will then be AWG.84,560 (AWG. 74,560 for the claim plus AWG.10,000 costs payable by the other side).

It is agreed that Massimo N.V. shall not recover more in fees than the client recovers as damages or receives by way of settlement.



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As the client, you are responsible for the repayment to MassimoN.V. of all disbursements (out-of-pocket expenses) including BBO that MassimoN.V. have paid on your behalf. Such disbursements (out-of-pocket expenses) are likely to include but are not limited to, photocopying charges, faxes, postage, courier charges, long distance telephone calls, mileage, experts' reports, court filing fees, computer assisted legal research, as well as other miscellaneous out-of-pocket expenses. The client acknowledges that Massimo N.V. is entitled to be reimbursed for any of these disbursements that they have expended on your behalf subject to laws of Aruba and such entitlement is a first charge on any funds received as a result of a judgment or settlement of the within matter.

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**Massimo Consultant and Financial Services N.V. will Charge the Insurance Company that is Liable, for any and all damages.**

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As long as we act for the client and the retainer is not terminated, Massimo N.V. will absorb the following client disbursements in our fee.

### **3. The Partial Indemnity Costs Paid by the Other Side:**

In addition to being awarded money in compensation for the injuries, losses and damages that you have sustained inclusive of interest, either by way of settlement or if settlement cannot be obtained, by way of a judgment following a trial, the other party may also be required to pay an amount of money towards your legal costs and disbursements. Unless otherwise ordered by a judge, you are entitled to receive any costs contribution or award, on a partial indemnity scale or substantial indemnity scale. By executing the within contingency fee agreement, you agree and direct that all funds claimed by MassimoN.V. for legal fees, costs, taxes and disbursements shall be paid to Massimo N.V. in trust from any judgment or settlement money.

The amount of the contingency fee payable herein to Massimo N.V. shall exclude any amount awarded or agreed to that is separately specified as being in respect of costs and disbursements.

### **4. Your Rights to have the Court Assess this Fee:**

You as client have the right to ask an Attorney to review and approve the bill submitted to you by Massimo N.V. if payment of their fees and disbursements is by way of this contingency agreement. Should you, wish to ask an Attorney to review and approve the solicitor's bill, you, may apply to any Attorney for an assessment of the solicitor's bill rendered in respect to this contingency fee agreement within six months after its delivery.



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### **5. What Happens if you Terminate this Agreement:**

At any time during the course of the representation by Massimo N.V. you, or Massimo N.V. may wish to terminate this contingency fee agreement and enter into a new retainer agreement. Such termination by either Massimo N.V. or you, must be in writing. In the event that either Massimo N.V. or the client terminates this contingency fee agreement then, in that event, the terms of this contingency fee agreement no longer apply to the calculation of the fees to be charged by Massimo N.V. for the services that they have performed rather, Massimo Consultant N.V. will then charge you on an hourly rate for the work that they have done and will continue to do on your behalf based on the following hourly rates as of \_\_\_\_\_:

1. Massimo Consultant and Financial N.V.	(AWG) 250.00 per hour
2. For lawyers with four to six years of experience	(AWG) 250.00 - 300.00 per hour depending on the year of call;
3. For lawyers with one to three years of experience	(AWG) 200.00 - 250.00 per hour
4. For all law clerks and/or paralegals	(AWG) 125.00 -150.00 per hour

These hourly rates would apply to all of the work performed on the file from the inception of the file to the completion of the file either by way of settlement or by way of a judgment after trial.

Should you, decide to no longer retain the services of Massimo N.V. while the matter is ongoing, then, in that event, the termination of the services of Massimo N.V. should be in writing and in that event, all disbursements (out-of-pocket expenses) paid by Massimo N.V. on your behalf are immediately payable and you will be billed by Massimo N.V. for all services performed up to and including the date of termination of the retainer in accordance with the hours or portions thereof performed by the various members of the firm of Massimo N.V. based on the hourly rates referred to above. Until such time as all bills, accounts, disbursements and expenses have been paid by you, Massimo N.V. retains a solicitor's lien on your file and will only release your file to a new solicitor upon satisfactory arrangements being made for protection of and payment to the accounts of Massimo N.V. from any settlement or judgment after trial.



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## **6. What Happens if the Client is a Minor or Person Under Disability:**

If you are a party under disability as that term is defined under the *Rules of Civil Procedure* or any rule pertaining to Aruban Law, for the purposes of the *Rules of Civil Procedure* or any rule pertaining to Aruban Law, you, the client, as represented by a litigation guardian, shall be entitled to have the contingency fee agreement reviewed by the Attorney Supervisory Committee before the agreement is finalized or be reviewed as part of the motion or application for an approval of a settlement or a consent judgment under the *Rules of Civil Procedure* or any rule pertaining to Aruban Law. Further, the amount of the legal fees, costs, taxes and disbursements are subject to the approval of a judge when the judge reviews a settlement agreement or consent judgment under the *Rules of Civil Procedure* or any rule pertaining to Aruban Law. Any money payable to a person under disability under an order or settlement shall be paid into Court unless a judge orders otherwise under rule of the *Rules of Civil Procedure* or any rule pertaining to Aruban Law.

## **7. Motions:**

During the course of the lawsuit, Motions in Court maybe brought on the client's behalf or defended on the client's behalf. In the event that the Court awards Massimo.V. costs on the Motion, Massimo N.V. will be rendering an account and any account so rendered will be credited to the fee that will be charged to the client.

## **8. What Happens if there is no Recovery: You Don't Pay Anything to Massimo N.V.:**

It is agreed that if no money is recovered by settlement or judgment, no fees shall be charged or billed to you. However, in the event that costs of the other parties are awarded against you, those costs are solely the responsibility of you, the client, and not the responsibility of Massimo N.V.

We will discuss with you at different times during the litigation, whether there is any chance of the case being lost and no recovery obtained.

## **9. Appeals:**

You further acknowledge that costs for an appeal of any judgment or order, or services rendered for the collection on said judgment or order are separate and apart from the services performed under this contract and are not covered by this contract. In the event of an appeal or in the event that collection on a judgment is necessary, a new retainer agreement that is mutually agreed upon shall be entered into between you and Massimo N.V.

## **10. Subrogation:**

You (the client) further acknowledge that it is possible for a third-party or one or more of your insurers, or your employer's insurers (where coverage is provided for you) may request subrogation



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against you after settlement for, among other things, property damage or health insurance claims. Such a claim might arise if you were paid for property damage and it is later determined that you recovered for the same again from a third party. Another claim might arise where a health insurance carrier pays you medical bills and it is determined that you recovered these from a third party. Another instance might arise if this claim is related to an on-the-job injury. This list is not all-inclusive. You agree to be responsible for, and to hold Massimo N.V. harmless against any subrogation claims made against you.

In executing the within contingency fee retainer agreement, you, the client, acknowledge that you have had the opportunity to obtain and have been advised to obtain independent legal advice but notwithstanding such advice, you have chosen to execute the within document willingly and voluntarily without undue influence or coercion of any sort. You further confirm by executing the within contingency fee agreement that you understand all of the terms and conditions contained herein and have had an opportunity to review same before signing.

**Massimo N.V. Will Charge/Bill the Insurance Company that is Liable.**

Dated at \_\_\_\_\_, Aruba this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Client Name:

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Massimo Consultant and Financial Services N.V.