

DEC 12 1977

RITA M. WHITE

R. J. Lascaris
DEPUTY

IN THE SUPREME COURT, STATE OF WYOMING

OCTOBER TERM, A.D. 1977

IN THE MATTER OF THE)
ADOPTION OF RULES GOVERNING)
CONTINGENT FEES FOR MEMBERS)
OF THE WYOMING STATE BAR)

O R D E R

The Wyoming State Bar at its annual meeting in Cheyenne, Wyoming, on September 16, 1977, passed a resolution recommending the approval by the Supreme Court of Wyoming of rules governing contingent fees for members of Wyoming State Bar. The rules presented to the Court were referred to the Permanent Rules Committee for comments and by it returned to the Court with a recommendation for adoption. On December 6, 1977, the Court, en banc, approved the rules as recommended by the Wyoming State Bar and the Permanent Rules Committee.

It appearing advisable that the rules be adopted,

IT IS THEREFORE ORDERED that the rules entitled "Rules Governing Contingent Fees for Members of Wyoming State Bar," filed herewith, be and they are hereby adopted; that said rules be published in the Wyoming Reporter and shall become effective sixty days after the publication in the Pacific Reporter Advance Sheets; and thereupon shall be spread at length upon the journal of this Court.

IT IS FURTHER ORDERED that the Wyoming State Bar be commended for its work.

Dated at Cheyenne, Wyoming, this 6th day of December, 1977.

BY THE COURT:

Rodney M. Guthrie
Rodney M. Guthrie, Chief Justice

1-13-78 *pm*
3-14-78 *pm*
571 *pm*

Rules Governing Contingent Fees for Members of
Wyoming State Bar

Rule 1. Definitions

In this rule, the term "contingent fee agreement" means an agreement, express or implied, for legal services of an attorney or attorneys (including any associated counsel), under which compensation, contingent in whole or in part upon the successful accomplishment or disposition of the subject matter of the agreement, is to be in an amount which either is fixed or is to be determined under a formula. The term "contingent fee agreement" shall not include an arrangement with a client, express or implied, that the client in any event is to pay to the attorney the reasonable value of his services and his reasonable expenses and disbursements.

Rule 2. Construction

Unless expressly prohibited by this rule, no written contingent fee agreement shall be regarded as champertous if made in an effort in good faith reasonably to comply with this rule.

Rule 3. Exemptions

No contingent fee agreement shall be made (a) in respect to the procuring of an acquittal upon or any favorable disposition of a criminal charge, (b) in respect of the procuring of a divorce, annulment of marriage or legal separation or (c) in connection with any proceeding where the method of a determination of attorneys' fees is otherwise expressly provided by statute or administrative regulations. Contingent fee arrangements concerning the collection of commercial accounts and of insurance company subrogation claims made in accordance with usual practices in respect of such cases shall not be regarded as champertous, and shall not be subject to paragraphs 4 and 5.

Rule 4. Procedure

Each contingent fee agreement shall be in writing in duplicate. Each duplicate copy shall be signed both by the attorney and by each client. One signed duplicate copy shall be mailed or delivered to each client within a reasonable time after the making of the agreement. One such copy (and proof that the duplicate copy has been delivered or mailed to the client) shall be retained by the attorney for a period of three years after the completion or settlement of the litigation or the termination of the services, whichever event first occurs.

Rule 5. Contents

Each contingent fee agreement shall contain (a) the name and mail address of each client; (b) the name and mail address of the attorney or attorneys to be retained; (c) a statement of the nature of the claim, controversy; and other matters with reference to which the services are to be performed; (d) a statement of the contingency upon which compensation is to be paid, and whether and to what extent the client is to be liable to pay compensation otherwise than from amounts collected for him by the attorney; (e) a statement that reasonable contingent compensation is to be paid for such services, which compensation is not to exceed stated maximum percentages of the amount collected, and (f) a stipulation that the client, in any event, is to be liable for expenses and disbursements.

Rule 6. Court Review

The reasonableness of a contingent fee agreement shall upon

written application of a party to the contract be subject to review by a court which has or would have had jurisdiction of the case, prior to the expiration of one year following the making of the agreement or one year following the date of last rendition of services thereunder. The court shall determine the reasonableness of the fee fixed by any such agreement in the light of the circumstances prevailing at the time of making such agreement, including the uncertainty of the compensation and all other relevant factors. If relief is granted before the services have been completed, the court may either discharge the agreement or order its performance on modified terms, as justice may dictate. The court, in granting relief, may prescribe such terms as will compensate the attorney reasonably for services rendered and expenses incurred.

Rule 7. Form

The following form may be used and shall be sufficient. The authorization of this form shall not prevent the use of other forms consistent with this rule.

CONTINGENT FEE AGREEMENT
To be Executed in Duplicate

Dated _____, 19__

The Client _____
(Name) (Street & No.) (City or Town)

retains the Attorney _____
(Name) (Street & No.) (City or Town)

to perform the legal services mentioned in paragraph (1) below. The attorney agrees to perform them faithfully and with due diligence.

(1) The claim, controversy, and other matters with reference to which the services are to be performed are:

(2) The contingency upon which compensation is to be paid is:

(3) The client is not to be liable to pay compensation otherwise than from amounts collected for him by the attorney, except as follows:

(4) Reasonable compensation on the foregoing contingency is to be paid by the client to the attorney, but such compensation (including that of any associated counsel) is not to exceed the following maximum percentages of the gross (net) (indicate which) amount collected. (Here insert the maximum percentages to be charged in the event of collection. These may be on a flat basis or in a descending scale in relation to amount collected.)

(5) The client is in any event to be liable to the attorney for his reasonable expenses and disbursements.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.

Witnesses to Signatures

(To Client) _____
(Signature of Client)

(To Attorney) _____
(Signature of Attorney)