

WORKERS' COMPENSATION RETAINER AGREEMENT

Attorney-Client Relationship

I, ("Client"), agree to retain and employ Frayne Injury Law, PLLC, ("Frayne Injury Law") to represent me in connection with all claims for workers' compensation benefits arising out of my injury which occurred on or around ____ while I was employed by ____.

I authorize Frayne Injury Law to perform all services necessary to obtain satisfaction of my claim, including commencing any legal action that may be necessary. No compromise or settlement of my claim shall be made without my consent. I understand that Frayne Injury Law does not guarantee any particular outcome for my case. Frayne Injury Law does not necessarily agree to perform any appellate work on my behalf unless it determines that an appeal is legally meritorious, reasonable, and necessary for the furtherance of my claims.

I agree to cooperate with Frayne Injury Law in furthering the purposes of this agreement. I agree to be truthful with Frayne Injury Law, promptly review any communications from Frayne Injury Law, promptly respond to any requests by Frayne Injury Law, and to assist Frayne Injury Law in gathering any records or potential witnesses that may be deemed necessary by Frayne Injury Law to support the claim. I understand that Frayne Injury Law will consider itself constructively discharged from this representation if I persistently fail to cooperate as described above.

Attorneys' Fees And Costs

Notice of Maximum Fee

The maximum fee allowed by law for legal services is 20 percent of the first \$275,000 of compensation awarded to the employee subject to a cumulative maximum fee of \$55,000 for fees related to the same injury. The employee shall take notice that the employee is under no legal or moral obligation to pay any fee for legal services in excess of the foregoing maximum fee. [Minnesota Statute § 176.081, Subd. 1]

For dates of injury on or after October 1, 2024: I understand that from any monetary benefits recovered by Frayne Injury Law shall be paid a fee of 20% of the first \$275,000.00 of Workers' Compensation benefits recovered on my behalf for a total of \$55,000.00 per injury as allowed by Minn. Stat. §176.081 and as interpreted in *Irwin v. Surdyk's Liquor*, 599 N.W.2d 132 (Minn. 1999). Total attorney fees may exceed \$55,000.00 if an application for fees in excess of that amount is approved by a Compensation Judge or the Commissioner of the Department of Labor and Industry.

For dates of injury from October 1, 2013, to September 30, 2024: I understand that from any monetary benefits recovered by Frayne Injury Law shall be paid a fee of 20% of the first \$130,000.00 of Workers' Compensation benefits recovered on my behalf for a total of \$26,000.00 per injury as allowed by Minn. Stat. §176.081 and as interpreted in *Irwin v. Surdyk's Liquor*, 599 N.W.2d 132 (Minn. 1999). Total attorney fees may exceed \$26,000.00 if an application for fees in excess of that amount is approved by a Compensation Judge or the Commissioner of the Department of Labor and Industry.

For dates of injury before October 1, 2013: I understand that from any monetary benefits recovered by Frayne Injury Law shall be paid a fee of 25% of the first \$4,000.00 of Workers' Compensation benefits recovered on my behalf and 20% of the next \$60,000.00 for a total of \$13,000.00 per injury as allowed by Minn. Stat. §176.081 and as interpreted in *Irwin v. Surdyk's Liquor*, 599 N.W.2d 132 (Minn. 1999). Total attorney fees may exceed \$13,000.00 if an application for fees in excess of that amount is approved by a Compensation Judge or the Commissioner of the Department of Labor and Industry.

If representation includes disputes over vocational rehabilitation benefits or medical benefits, Frayne Injury Law may also be entitled to additional attorneys' fees payable directly by the employer/insurer, pursuant to Minnesota Statutes § 176.081, Subd. 1.

I understand that Frayne Injury Law will advance all costs which it determines are reasonable and necessary to advance my claims, and that I will not be responsible for reimbursing Frayne Injury Law for those costs in any scenario. Frayne Injury Law does reserve the right to be reimbursed for its costs by the Employer/Insurer as part of a settlement or court order under Minn. Stat. § 176.511.

I understand that Frayne Injury Law will not seek to have me pay any attorneys' fees to them directly.

SIGNATURES

DATE: _____
Client

DATE: _____
Frayne Injury Law, PLLC