

## VETERAN BENEFITS LEGAL REPRESENTATION AND FEE AGREEMENT

This contract and agreement for veterans benefits legal services is entered into between the undersigned client, \_\_\_\_\_, hereinafter referred to as "Client," and Gregory K. Kornegay, Attorney at Law, PO Box 900, Wilmington, NC 28402, hereinafter referred to as "Attorney." My Attorney and I understand that, for a fee to be payable, the Department of Veterans Affairs (DVA) must approve any fee my representative charges or collects from me for services my representative provides in proceedings before DVA in connection with my claim (s) benefits. Client and Attorney agree as follows:

**Legal Services to be Provide:** Client retains Attorney to represent Client before the Department of Veterans Affairs Regional Office and/or Board of Veterans Appeals (BVA) for award or increase the award of veteran benefits either by appeal, reconsideration or by renewed claim based on new and material evidence on the issues stated or inferred in that decision of denial or partial award described as follows:

The source of the Decision: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

Issues: Rating and/or Service connection for the following medical problems: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client seeks to secure all benefits reasonably stated or inferred in the decision identified above that the Client is entitled to receive as of the date of most recent DVA application.

**Contingency Fee Agreement:** We agree that, if DVA or BVA favorably decides the claim(s), I will pay my Attorney **20% of past due benefits** resulting from my claim(s). Client directs that the DVA withhold **20% of past due benefits** payable to the client for attorney fees, however, Client acknowledges that Client is personally responsible for payment of **20% of past due benefits** to Attorney in the event DVA or any of its agencies or agents pay such attorney fees directly to Client.

**Expenses Related to Representation:** In addition to fees discussed above, Client agrees, regardless of recovery or no recovery, that Client is responsible for and will pay for all out-of-pocket expenses incurred by Attorney in connection with this Agreement. Client agrees that these out-of-pocket expenses may include, but are not limited to, medical records, military records, court cost, photocopying at \$.20 per copy, postage, messenger and delivery services,

retaining of medical and vocational experts and other reasonable expenses deemed necessary by Attorney related to Client's claim.

**Client's Discharge of Attorney:** Client may discharge Attorney upon written notice to Attorney. If Client discharges Attorney without good and adequate cause after the Attorney has fully performed, substantially performed, or contributed in any way to the results finally obtained by the Client, the Client shall be liable for payment of the Attorney's fees and expenses based upon the time invested by Attorney in this matter at a rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour or upon other reasonable standard decided by the BVA, or DVA based upon applicable law if said amount of quantum meruit Attorney fees exceed any fees paid as set forth in paragraph 2 above titled "Contingency Fee Agreement".

**Settlement Offers:** The Attorney will advise the Client of all settlement offers and no dismissal or settlement of any claim or claims will be made without the consent of the Client. VA Settlements are exceedingly rare.

**No Promises or Guarantees About Outcome:** The Client has read and understands this contract and agrees that the Attorney has made no promises or guarantees regarding the outcome of this matter.

**Complete Integration, Binding Upon All Parties:** This Agreement contains the entire agreement between the Client and the Attorney regarding this matter and the payment of fees and expenses. This Agreement shall not be modified except by written agreement signed by the Client and the Attorney. This Agreement shall be binding upon the Client and the Attorney and their respective heirs, executors, legal representatives, and successors.

**Interpretation of Agreement:** The Client and the Attorney understand that the VA Regional Office, Department of Veterans Affairs General Counsel or Board of Veterans' Appeals is vested with the authority to determine the reasonableness of this Agreement.

**Commencement of Representation:** Actual work on behalf of Client by Attorney. under this Agreement will not commence until the Attorney receives a copy of this Agreement signed by the Client. The effective date of this Agreement to represent shall be the date on which the Attorney signs this Agreement. Attorney and Client agree that this Contract will be filed with the DVA, BVA and CAVC as appropriate. An original contract will be forwarded to Client by Attorney.

**Mutual Agreement:** We agreed that the above agreement and contract represents our complete mutual agreement.

\_\_\_\_\_  
CLIENT/VETERAN FULL NAME

\_\_\_\_\_  
Date

\_\_\_\_\_  
GREGORY K. KORNEGAY

\_\_\_\_\_  
Date