

AUTHORITY TO REPRESENT

The undersigned client does hereby retain and employ **PHARES M. HEINDL**, A Professional Association, and _____, as attorneys for representation of a claim for damages, or Insurance Benefits against _____ or any other person, firm or corporation, liable therefor resulting from an accident that occurred on or about the _____ day of _____, _____ involving _____.

Client hereby agrees to pay for the cost of handling this case at all levels. Client costs such as postage, document copies, facsimile expenses and telephone calls are reasonably estimated to the best of our ability and these charges shall be reimbursed based on this firm's estimates. As compensation for their services, client agrees to pay said attorneys from the proceeds of any recovery, the following fee. The greater of a fee awarded by a court, if any, or the following:

[This provision contemplates that a court may award a fee pursuant to an Offer of Judgment, Contract, or Statutory Provision. In the event the court awards a fee, the fee shall be the greater of the court awarded fee or the following percentages.]

- (1) Thirty-three and one third percent (33 1/3%) of any recovery up to \$1 million through the time of filing of an answer or the demand for appointment of arbitrators;
- (2) Forty percent (40%) of any recovery up to \$1 million through the trial of the case;
- (3) Thirty percent (30%) of any recovery between \$1-2 million;
- (4) Twenty percent (20%) of any recovery in excess of \$2 million;
- (5) If all defendants admit liability at the time of filing their initial Answer and request a trial only on damages:
 - (I) Thirty-three and one third percent (33 1/3%) of any recovery up to \$1 million through trial;
 - (II) Twenty percent (20%) of any recovery between \$1-2 million;

- (III) Fifteen percent (15%) of any recovery in excess of \$2 million;
- (6) An additional five percent (5%) of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.
- (7) In the event the undersigned attorney is entitled to an attorney fee from the defendant or defendants' insurance company, the fee shall be the greater of the above percentages or the fee awarded by the court.

Attorney's may give assurances to health care providers that their bills will be paid in full or in part from the recovery obtained on behalf of the client, and neither such assurances nor or the payment of such bills from the recovery shall be cause for the client's complaint, unless the client notify the attorneys in writing at the time of this contract, that specific health care providers shall not be paid.

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, client will not be indebted to said attorneys for any sums whatsoever as attorney fees.

Client understands that he could become responsible for paying a portion of the defendant's attorney fees if the defendant(s) files an offer to settle which client does not accept, and if any judgment which client obtains is twenty-five percent (25%) less than the offer. In addition, the defendant(s) could be ordered to pay a portion of client's attorney fees if client files a demand for judgment which the defendant(s) does not accept, and if client recovers a judgment twenty-five percent (25%) greater than the offer.

It is agreed and understood that if the above named client changes residences or addresses he will notify the law firm of **PHARES M. HEINDL P.A.** and _____. If you change residences and addresses and fail provide notice said attorneys shall be absolved from further prosecution of his case.

It is agreed and understood that Phares M. Heindl P. A. and _____, will be working together on my case, and that my attorneys will share in the fees described above. Phares M. Heindl P. A. will receive ____ % of the attorneys' fees and _____, will receive ____ % of the attorney's fees. *This will not increase the total attorneys' fee I agree to pay.*

The undersigned client has, before signing this contract, received and read **The Statement of**

Client's Rights, and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorneys.

This contract may be canceled by written notification to the attorneys at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in representation of the client, the attorneys are entitled to be reimbursed for such amount as they have reasonably advanced on behalf of the client.

Client, as used herein, shall be deemed to indicate masculine, feminine, singular or plural, which may apply.

The above employment is hereby accepted upon the terms stated therein.

DATED this _____ day of _____, _____.

PHARES M. HEINDL, P.A.

By: _____
Attorney

CLIENT

and

Attorney

CLIENT