

AUTHORITY TO REPRESENT AND STATEMENT OF CLIENT'S RIGHTS

I, the undersigned client, do hereby retain and employ the Law office of **GROSS & TELISMAN** and **NEMIROFF & AUSLANDER** as my attorneys to represent me in my claim for damages against any person, firm or corporation liable therefore, resulting from an incident that occurred on the _____ day of _____, 200 ____.

FEE SCHEDULE: As compensation for their services, I agree to pay my said attorneys, from the gross proceeds of recovery, reimbursement of all costs advanced, and the following fee:

- (a) 33 1/3% of any recovery up to \$1 million through the time of filing of an answer or the demand for appointment of arbitrator;
- (b) 40% of any recovery up to \$1 million through the trial of the case;
- (c) 30% of any recovery between \$1-2 million;
- (d) 20% of any recovery in excess of \$2 million;
- (e) If a defendant admits liability at the time of filing an Answer and request a trial only on damages
 - (i) 33 1/3% of any recovery up to \$1 million from that defendant through trial;
 - (ii) 20% of any recovery from that defendant between \$1-2 million;
 - (iii) 15% of any recovery from that defendant in excess of \$2 million
- (f) An additional 5% of any recovery after Notice of Appeal is filed or post judgment relief or action is required for recovery on the judgment.

CONTINGENT FEE: It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to pay my attorney's fees. It is also agreed and understood that this fee is for attorney's services rendered solely for my personal injury claim. The attorneys shall receive a percentage of the gross amount of proceeds as outlined above or any fee awarded by the Court, whichever is higher.

DISTRIBUTION: The client expressly grants power to the attorney to endorse and deposit into Trust any checks in the client's name, specifically including checks from client's PIP carrier and authorizes the attorney to pay the corresponding medical expenses there from and any balances shall remain the client's obligation.

COSTS: In order to minimize the client's costs there will be a set charge of two hundred and fifty dollars for in house investigation, copies, long distance phone calls, postage certified mail, accident reports, pictures, in house courier services and miscellaneous expenses exclusive of court costs, charges for medical records and reports, expert witnesses, professional reports, courier services, investigation by independent investigators and all other expenditure made in the proper performance of this agreement.

SUBGROGATION: The undersigned client understands that certain medical expenses he or she may incur as a result of this accident may be paid by a medical insurance carrier. Although this office is unaware at this time of any rights of subrogation or reimbursement, they may exist in the insurance contract. Client acknowledges that such an obligation is solely the obligation of client. Accordingly, this office is under no obligation and is not authorized by client unless otherwise directed in writing, to withhold any funds to pay back any group or medical insurance carrier. Should a claim for subrogation or reimbursement later occur, the undersigned client agrees that he or she will be solely responsible for payment and shall indemnify and hold GROSS & TELISMAN, harmless for same.

STATEMENT OF CLIENT'S RIGHTS: 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 keep to refer to while being represented by the undersigned attorney(s).

CANCELLATION: This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney(s) for the work performed during that time. If the attorney(s) have advanced funds to others in representation of the client, the attorney(s) are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client. If the client(s) elect(s) to terminate this Agreement after 3 business days of the date the contract is signed, the client(s) shall immediately pay all costs and expenses incurred by the attorney(s), and in addition shall pay the attorney(s) the reasonable value of services performed to date or the contracted percentage of the last settlement offer, whichever is greater. In this regard client acknowledges and agrees that attorney has a lien on client's case against any and all proceeds of client's case. Client further agrees that in the event another attorney is substituted in this case, the new attorney will be instructed by the client to honor this lien as inherent to the case and enforceable on this case as if executed by him. Client further agrees that in the event this lien is litigated that the prevailing party will be awarded attorney fees and costs. The attorney has the right to cancel this contract to provide services for any reason at any time with written notice to client and client will not be obligated for any attorney's fees. The client understands that since we are handling this case on a contingency fee it is our policy to only handle such cases if the defendant has bodily injury liability insurance.

INJURIES: The undersigned client(s) warrants that personal injuries have been suffered as a results of this incident and that I am (we are) not misrepresenting this case to the attorney(s) or in any other way attempting to commit fraud upon an insurance company.

Dated this _____ day of _____, 200 ____.

Gross & Telisman
12805 S W 84TH Avenue Road
Miami, Florida 33156

Print Client's Name

By: _____
For the firm

Client's Signature