

AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT

I, the undersigned client, do hereby retain and employ The Witherspoon Law Group as my attorney(s) to represent me in my claim for damages against the at-fault party or parties involved in this matter, and/or any other party, firm or corporation liable therefore, resulting from an incident, claim or accident that occurred on or about

I HEREBY AGREE to pay for the costs incurred by The Witherspoon Law Group in prosecuting this claim and authorize them to undertake and/or incur such costs as they may deem necessary from time to time. These costs include, but are not limited to, such items as police reports, hospital and medical records, photographs, filing fees, costs of serving summonses and subpoenas, court reporter fees, jury list, exhibits, state records, investigation expenses, and expert witness fees, including fees for medical testimony and fees for medical conferences. They will make every effort to keep these costs at an absolute minimum consistent with the requirements of the case. At the time the case is closed, an accounting will be made for all disbursements made in my case.

As compensation for their services, I agree to pay my said attorney(s) from the proceeds of recovery the following fee:

- a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:
 1. 33-1/3% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.

- b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:
 1. 40% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.

- c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 1. 33-1/3% of any recovery up to \$1 million; plus
 2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 15% of any portion of the recovery exceeding \$2 million.

- d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post judgment relief or action is required for recovery on the judgment.
- e. In the event that your claim, or any portion thereof, is brought against a defendant or defendants whose liability is governed pursuant to the Federal Tort Claims Act, 28 U.S.C.A. 1346, attorneys' fees are limited to 25% of the total gross recover as to those defendants.
- f. In the event that your claim, or any portion thereof, is brought against a defendant or defendants whose liability is governed pursuant to Florida Statutes Section 768.28, attorneys' fees are limited to 25% of the total gross recover as to those defendants.
- g. Any court awarded attorney's fee, and/or attorney's fee, and costs obtained in any litigation arising out of acquiring Florida No Fault (PIP) Law benefits on my behalf.
- h. If the recovery will be paid to the client on a future structured or periodic basis, the contingent fee percentage shall only be calculated on the cost of the structured verdict or settlement or, if the cost is unknown, on the present money value of the structured verdict or settlement; whichever is less. If the damages and the fee are to be paid out over a long-term future schedule, then this limitation does not apply.
- i. In the event client settles/compromises this claim with the consent of the attorney or discharges attorney(s) from representation under this agreement prior to the conclusion of the claim, I understand that my attorney(s) has the right to assert a lien for attorney's fees and costs for work performed and expenses incurred on my claim and I could be obligated to pay said lien out of any future settlement or jury award related to the same. I agree that a reasonable hourly rate is \$450.00 for my attorney's services.
- j. In addition to paying attorneys' fees, I understand and agree to pay all costs incurred in investigating, reviewing, settling or litigating my claim upon the successful resolution of the same. I understand that my attorney(s) will advance these costs on my behalf, and such advanced costs will be repaid at the conclusion of my case, only if I make a recovery out of said claim.

I appoint the attorney(s) of The Witherspoon Law Group as my agents and attorneys-in-fact with authority to endorse settlement drafts, settlement releases & checks and to deposit said settlement checks into the firm's trust account. I also appoint The Witherspoon Law Group and its assigns or agents to endorse medical authorization forms in furtherance of my case, including, but not limited to hospitals, doctor's offices, MRI facilities, prescriptions companies, state and federal tax returns, employment documentation, school records and any and all records or documentation that may be used in the furtherance of my case.

I understand that more than one party may be liable to me for damages. I also understand and agree that the attorney(s) may attempt to settle any claims against numerous defendants on an individual basis. If money is received in settlement with any defendants prior to the conclusion of my claim(s) against all defendants, the attorney(s) will be reimbursed at that future

time for all costs incurred on my behalf as of that date; future costs to be incurred on my behalf will be estimated and a portion of the remaining settlement proceeds, not to exceed such estimate, shall be deposited in a firm trust account, as security for future costs; and all remaining settlement proceeds shall then be disbursed to me.

It is further agreed and understood that should my attorney(s) determine that, in his/her legal opinion, there is not a reasonable expectation of recovery in the claim(s) or that the potential recovery would not likely be sufficient to justify the time and expense required to obtain it, he/she will be relieved from any further obligation to prosecute the claim(s).

It is understood and agreed that the client file is property of The Witherspoon Law Group. If the client wishes to obtain a copy of the file for any reason whatsoever, the client will send a written request to the firm requesting certain portions of the file. The client understands and agrees that if there are outstanding costs or expenses that have not been reimbursed to the firm, no copies will be provided until all reimbursed costs have been satisfied. The client understands and agrees that if a written request for copies of a client file is made to the firm, a reasonable copy cost in accordance with Florida Administrative Code 64B8-10.003 maybe incurred.

All parties to this contract agree we do not anticipate having any disagreements regarding the quality, cost or appropriateness of firm services. All parties to this contract agree to resolve any disagreement in a fair and amiable manner. If it is not possible to resolve the disagreement between the parties of this contract, then each party to this contract agrees to resolve any disputes or claims between any party to this contract, including any relating to our fees or quality or appropriateness of our services, by binding and confidential arbitration under the auspices and applicable rules of the Fee Arbitration Program, a free service offered by the Florida Bar.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

I understand that The Witherspoon Law Group will only retain pertinent portions of my file as required by the Florida Bar. Thus, it is my responsibility to seek the return of all original documents immediately after the case is completed and to request a copy of any other portion of the file I wish to retain. I understand that any portions of my file that are not required by the Florida Bar to maintained by my attorney will be destroyed by my attorney two (2) years after the conclusion of my case or termination of legal representation.

I FURTHER AGREE that in the event recovery is made, my lawyer is hereby authorized to pay on my behalf, out of the proceeds of said recovery, any hospital, doctor, ambulance or other medical bills which remain unpaid at the time said recovery is made, or via a

letter of protection signed by the client for the benefit of his/her medical providers. I understand that said amounts may be deducted from the proceeds received in any recovery made on my behalf. Client understands that any unpaid bills are the client's responsibility and holds harmless The Witherspoon Law Group, including its attorneys for any unpaid medical services, liens or bills known or unknown prior to or after recovery.

IT IS AGREED and UNDERSTOOD that this employment is upon a contingency fee basis, and if no recovery is made, I will not be indebted to my attorneys for any sum whatsoever as attorneys' fees.

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).

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. 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.