

ERISA REPRESENTATION AGREEMENT

You have retained the law firm of Greene & Tischler, P.A. to represent you in a claim for ERISA plan benefits on a contingency fee basis. If we are unsuccessful in obtaining a monetary recovery, you will owe us nothing for attorneys' fees. If we are successful in obtaining a monetary recovery including future benefits, whether in lump sum or in periodic amounts, you agree to pay us the contingency amount, as stated below, of the gross recovery.

This percentage for attorney fees will be determined as follows:

- 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.

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- e. 25% of any recovery from the lump-sum settlement of a plan benefit when the representation was for the negotiation of the settlement only and the representation did not involve any other benefit issue.
- f. In the event the Court orders the defendant pay our fee, we shall have the right to the applicable contingency fee stated above or the Court awarded fee, whichever is greater.

You will pay all costs and expenses of the prosecution of the claim, including filing fees, fees for service of process, fees for expert witnesses and investigators, and expenses for discovery proceedings. We may choose to advance these costs and expenses, and in that case, we will deduct them from any recovery after deducting the percentage of the gross recovery paid as attorneys' fees. If we advance these costs and expenses without obtaining a recovery, you will not be responsible for repaying the costs and expenses we advance.

Employment of expert witnesses and investigators will be at our discretion, and they will report to us only. We also reserve the right to employ associate counsel at our expense.

You will not make any settlement or receive reimbursement of any of the expenses of your claim without our approval, and we will not settle your claim without first consulting you.

You authorize us to receive the proceeds of any settlement, judgment, past unpaid benefit and future benefit whether in lump sum or in periodic amounts, to retain our percentage of the gross proceeds, to deduct any costs and expenses advanced to you, to deduct and pay any unpaid medical bills or expenses incurred as a result of this claim that we are on notice of and to disburse the balance, if any, of such proceeds to you pursuant to the closing statement that we will provide to you for your approval at the end of your case.

We shall have an attorney's lien on any recovery received.

We may withdraw from your representation at any time on giving you reasonable notice.

You shall promptly notify us of any change in address and providing that, if you fail to notify us, we are not obligated to proceed with the case.

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This agreement does not cover representation in special matters or proceedings, such as proceedings before administrative agencies, workmen's compensation claims, guardianship proceedings and the like.

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 attorney(s).

This contract may be cancelled by written notification to the attorney at any time within three (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 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 amounts as they have reasonably advanced on behalf of the client.

BRUCE A. TISCHLER, ESQ.

DATE

FOR THE LAW FIRM OF **GREENE & TISCHLER, P.A.**

CLIENT SIGNATURE

DATE