

## STANDARD REPRESENTATION AGREEMENT (NON-ERISA)

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You have retained the law firm of **GREENE & TISCHLER, P.A.** to represent you in a claim for damages 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, you agree to pay us the contingency amount of the gross recovery as stated below.

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.

## STANDARD REPRESENTATION AGREEMENT (NON-ERISA)

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### Page Two

- 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 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 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 advance these costs and expenses, and in that case, we will deduct them from any recovery in addition of my percentage of the gross amount.

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 of the claim, or receive reimbursement of any of the expenses of your injury, without our approval, and we will make no settlement without first consulting you.

You authorize us to receive the proceeds of any settlement or payment of any judgment, 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 accident that we are on notice of and to disburse the balance of such proceeds to you.

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.

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.

# STANDARD REPRESENTATION AGREEMENT (NON-ERISA)

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## Page Three

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 canceled 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 canceled 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.

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

DATE

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CLIENT SIGNATURE

DATE