

AUTHORITY TO REPRESENT

I, the undersigned client, do hereby retain and employ the law offices of **TACHER & PROFETA, P.A.** as my attorneys to represent me in my claim for damages against _____ or any other person, firm or corporation liable therefore resulting from an incident that occurred on _____.

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

- A. 33 1/3% OF ANY RECOVERY UP TO 1 MILLION DOLLARS IF MY CASE IS SETTLED BEFORE A LAWSUIT OR ARBITRATION PROCEEDING IS FILED OR IF MY CASE IS SETTLED AFTER A LAWSUIT OR ARBITRATION PROCEEDING IS FILED, BUT BEFORE THE TIME OF FILING AN ANSWER OR DEMAND FOR APPOINTMENT OF ARBITRATORS.
- B. 40% OF ANY RECOVERY UP TO 1 MILLION DOLLARS IF MY CASE IS SETTLED OR OTHERWISE RESOLVED AFTER THE FILING OF EITHER AN ANSWER OR DEMAND FOR APPOINTMENT OF ARBITRATORS;
- C. 30% OF ANY RECOVERY BETWEEN 1 AND 2 MILLION DOLLARS;
- D. 20% OF ANY RECOVERY IN EXCESS OF 2 MILLION DOLLARS;
- E. IF ALL DEFENDANTS ADMIT LIABILITY AT THE TIME OF FILING THEIR INITIAL ANSWERS AND REQUEST A TRIAL ONLY ON DAMAGES:
 - (i) 33 1/3% OF ANY RECOVERY UP TO 1 MILLION THROUGH TRIAL;
 - (ii) 20% OF ANY RECOVERY BETWEEN ONE AND 2 MILLION DOLLARS;
 - (iii) 15% OF ANY RECOVERY IN EXCESS OF 2 MILLION DOLLARS;
- F. IN THE EVENT THAT AN APPEAL IS NECESSARY, A FEE OF 5% OF ANY RECOVERY IN ADDITION TO THE FEES SET FORTH ABOVE SHALL ALSO BE CHARGED.
- G. IN THE EVENT OF ANY SETTLEMENT WITH OR RECOVERY AGAINST ANY PARTY SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES SECTION 768.28 OR 28 U.S.C. SECTION 2678, THIS CONTRACT SHALL BE MODIFIED ACCORDING TO THE PROVISIONS OF SAID STATUTES AS TO ANY SUCH PARTY.

I hereby further agree to pay for all litigation costs, which shall include, but are not limited to, the cost of investigation, filing fees, depositions, expert witness charges, etc. I understand that my obligation to pay for such litigation costs is not contingent on the outcome of my case.

If any client is unable to obtain an attorney of the client's choice because of the fee limitations set forth above, the client may petition the Circuit Court for approval of any fee contract between the client and any attorney of the client's choosing, and such approval shall be given if the Court determines the client has a complete understanding of his or her rights and the terms of the proposed contract. The application for approval of such a contract can be filed as a separate proceeding before suit or simultaneously with the filing of a Complaint. Proceedings thereon may occur before service on the defendant and this aspect of the filing may be sealed.

In cases where the client receives a recovery which 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. No attorney may separately negotiate with the defendant for that attorney's fees in a structured settlement where such separate negotiations would place the attorney in a position of conflict.

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 my said attorneys for any sum whatsoever as attorney's fees.

Tacher & Profeta, P.A.

I hereby agree and consent to a division of the contingent fees among the above-named law firms according to the legal services rendered by each firm on the basis of three-fourths (3/4) of the above fee to the law offices of **TACHER & PROFETA, P.A.**, and one-fourth (1/4) of the above fee to _____. This division will be at no additional cost to me.

I understand all attorneys agree to assume the same legal responsibilities to me for the performance of the services in question. Each attorney shall be available to the client for consultation concerning the case; and that the total fee of the attorneys does not clearly exceed reasonable compensation for all legal services they render to the client. The fee shall be divided among the attorneys in proportion to the services performed, and the responsibility assumed by each.

I further agree that if it is determined by the law offices of **TACHER & PROFETA, P.A.**, that the legal or factual basis of the case is such that it is advisable for them not to proceed, I hereby authorize said firm to withdraw their representation of me whether or not said case is already in litigation.

I understand that my attorneys can charge a reasonable fee for work done on Claims for PIP benefits on other types of insurance claims based on the time spent prosecuting them and the fee shall be the higher of the percentage amount set forth in this contingency fee agreement or an amount awarded by the court.

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.

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 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.

DATED this ____ day of _____, _____.

CLIENT

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

TACHER & PROFETA, P.A.

BY: _____

Tacher & Profeta, P.A.