

AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT

I, the undersigned client, hereby retain TiMedLaw Firm, P.A. (TiMedLaw) to represent me in my claim on a contingent-fee basis, against _____, or any other liable person or entity, resulting from an incident that occurred around _____ at _____.

I AGREE to pay for the costs incurred by TiMedLaw in prosecuting this claim and authorize TiMedLaw to incur such costs as TiMedLaw deems necessary. These costs include, but are not limited to, a \$100 file set up fee, police reports, 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 conferences

When the case closes, TiMedLaw will account for all disbursements. As compensation for their services, I agree to pay TiMedLaw the following fee from the proceeds (*percents calculated from total recovery before subtracting costs*):

1. If the case settles before an answer is filed or demand for appointment of arbitrators, or that time expires:
 - a. 33-1/3% of any recovery up to \$1 million; plus
 - b. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 - c. 20% of any portion of the recovery exceeding \$2 million.
2. After an answer is filed or the demand for appointment of arbitrators or, that time expires, through the entry of judgment:
 - a. 40% of any recovery up to \$1 million; plus
 - b. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 - c. 20% of any portion of the recovery exceeding \$2 million.
3. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 - a. 33-1/3% of any recovery up to \$1 million; plus
 - b. 20% of any portion of the recovery between \$1 million and \$2 million; plus
 - c. 15% of any portion of the recovery exceeding \$2 million.
4. An additional 5% after notice of appeal is filed or post judgment relief or action is required for recovery on the judgment.

I waive my right to compensation as set forth in the Florida Constitution, Section 1, Article I, Section 26 in order to obtain the services of TiMedLaw. These attorney's fee percentages are greater than those in the constitutional provision.

For example, if there is a \$100 settlement after answer is filed, with \$10 in costs, and \$5 in liens, then TiMedLaw would take \$40 as fees, TiMedLaw would be reimbursed \$10 in costs, the insurance company would take \$5 for its lien, leaving me \$45. If no recovery is made, I will not owe TiMedLaw for any sum as attorney fees or costs. I was referred by Attorney _____. I understand the referring attorney will get 25% of the total attorney fee, but that will not decrease my net recovery.

This agreement does not cover other types of legal work (such as tax, probate, estate, guardianship, lien resolution, counterclaims or cross claims); such services, if needed, are subject to separate agreement.

TiMedLaw does not retain original client documents. When the case closes, these documents will be returned to me after payment of fees and costs. The rest of my file will be destroyed after 2 years. The file in my case, consisting of pleadings, notes, correspondence, and transcripts, belongs exclusively to TiMedLaw and may not be surrendered to me. I can elect to retrieve the remainder of my file prior to its destruction.

TiMedLaw has made no promise regarding the outcome of my legal matter, and has advised me that litigation in general is risky, can take a long time, can be costly and frustrating. TiMedLaw has the right to cancel this agreement and withdraw from this matter if, in TiMedLaw's opinion, I do not have a good possibility of significant recovery, I refuse to follow TiMedLaw's recommendations, I fail to abide by the terms of this agreement, if continued representation would result in violating the Rules of Professional Conduct, or at any time as permitted under the Rules of Professional Conduct.

If there is a dispute concerning this agreement, I agree to arbitration by a Pinellas County attorney certified by the Florida Supreme Court as a Circuit Civil Arbitrator. The decision of the arbitrator shall be binding and final; judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction of the parties and subject matter. If the parties are unable to agree on an arbitrator, the court will select one. The Court will have jurisdiction to enforce payment of fees. I will pay any fees and costs of the arbitrator and reasonable attorneys' fees and costs (taxable or not), for enforcement and collection, including appeal.

This contract may be cancelled by written notification to TiMedLaw within 3 business days of the date below, with no obligation to pay any attorney fees to TiMedLaw. If TiMedLaw has advanced funds to others in representing me during that time, I will reimburse TiMedLaw for such amounts.

TiMedLaw may deposit settlement funds on my behalf into **TiMedLaw Firm PA IOTA Acct #61900974**.

I read, signed, and received (to keep) the Statement of Client's Rights, and understand each of these rights. The above employment is hereby accepted upon the terms stated above.

Client:

Date

Attorney: **A Devesh Tiwary, for TiMedLaw Firm, PA**

Referring Attorney

WAIVER OF STATE CONSTITUTIONAL RIGHT TO CERTAIN FEES

Florida's Constitution provides:

Section 1. Article I, Section 26 "Claimant's right to fair compensation."

In any medical liability claim involving a contingency fee, the claimant is entitled to receive no less than 70% of the first \$250,000.00 in all damages received by the claimant, exclusive of reasonable and customary costs, whether received by judgment, settlement, or otherwise, and regardless of the number of defendants. The claimant is entitled to 90% of all damages in excess of \$250,000.00, exclusive of reasonable and customary costs and regardless of the number of defendants. This provision is self-executing and does not require implementing legislation.

I hereby knowingly and voluntarily waive my right to compensation as set forth in the above constitutional provision in order to obtain the services of TiMedLaw Firm, PA.

I agree to the contingency fee schedule set forth in my contract with TiMedLaw Firm, PA.

I understand that those attorney's fee percentages are greater than those in the Constitutional provision set forth above.

Client Signature

Date