

RETAINER AGREEMENT

(1) I/WE, _____, the undersigned client, hereby retain STILIANOPOULOS LAW FIRM PA, as my attorney to investigate and represent me in my claim for damages against any person, firm or corporation liable, resulting from an accident which occurred on _____. The terms of this retainer agreement will also apply to any underinsured/uninsured claims if such is necessary.

(2) As compensation for services, I agree to pay my attorney a fee based on the percentage of the total gross recovery. Should the attorney's fee paid by the person, firm, corporation or party liable as a result of settlement or the court-awarded attorney's fees exceed the percentage fee, such settlement fee or court-awarded fee shall be the attorney's fee. In other words, the attorney's fee shall be the greater of the percentage fee and the fee paid by the person, firm, corporation or party liable. Nothing herein shall limit the fee paid by the person, firm, corporation or party liable to the percentages listed below. If there is no recovery, I do not owe any attorney's fee. The attorney's fee shall be as follows:

(a) 33-1/3% of any recovery up to \$1 million before filing suit or after filing suit through the time of filing of an answer or the demand for appointment of arbitrators;

(b) 40% of any recovery up to \$1 million through the time of the trial of the case;

(c) 30% of any recovery between \$1-2 million;

(d) 20% of any recovery in excess of \$2 million;

(e) If all defendants admit liability at the time of filing initial answers & request trial only on damages,

1. 33-1/3% of any recovery up to \$1 million from that defendant through trial.

2. 20% of any recovery from that defendant between \$1-2 million.

3. 15% of any recovery from that defendant in excess of \$2 million.

(f) An additional 5% shall be added to the attorney's fees indicated above if any appeal is filed or if garnishment or other proceedings after judgment are brought in order to collect a judgment, or any portion thereof.

(3) I agree to pay the costs incurred in investigating or litigating my claim. These costs include, but are not limited to, the filing fee for instituting suit, deposition costs, expert witness fees, costs of obtaining medical records or other records, investigator fees, copying charges, subpoena fees, long distance telephone calls, postage, and other costs in prosecuting my claim. If suit is filed, I realize that some of these expenses may be charged to the losing party.

(4) I reserve the right to discharge my attorney at any time. If I discharge my attorney, I agree to compensate him for his services rendered through the date of discharge, as well as reimburse him for the costs expended in handling my case. If I discharge my attorney, he shall be entitled to the same percentages of any recovery as noted above based on the last settlement offer prior to his discharge, or based on the verdict or award if a verdict or award has been rendered prior to the attorney's discharge. If no settlement offer has been made or no verdict or award been rendered, then the attorney shall be entitled to an attorney's fee based on the reasonable value of his services rendered through the date of discharge.

(5) I recognize and acknowledge that the attorney has the right to investigate my claim and may withdraw from my case if he does not feel that there is a recoverable claim or for other good cause. If my attorney withdraws from my case, he shall refund me any cost deposit I have paid minus the costs already expended in prosecuting my claim.

(6) I acknowledge that my attorney has given me no guarantee regarding the successful prosecution of my claim, and any expressions of opinion by my attorney have been made in good faith.

(7) I agree that my attorney shall be authorized to deduct the necessary monies from any final recovery to pay my outstanding hospital and medical bills. My attorney may pay these bills directly from the proceeds from any final recovery. I further give and grant to my attorney limited power of attorney to endorse and negotiate my name to any check/draft paid by the defendant or defendants to this claim, which check/draft shall be credited to the attorney's trust account and the proceeds distributed as set forth in this agreement.

(8) 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.

(9) This contract may be canceled by written notification to the attorney at any time within three business days the contract was signed as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as he may have reasonable advanced on behalf of the client.

(10) This agreement shall be binding upon the heirs, administrators, successors and assigns of each of the parties hereto.

(11) I/We understand and agree that in the event there is Associating Counsel, both counsel shall share legal responsibility in the handling of this case and that the associate counsel shall receive 25% of the applicable attorney's fees earned in this case unless otherwise authorized by order of court.

(12) Client understands that the average personal injury claim takes six to twelve months to conclude. If the claim process is exhausted and no settlement is forthcoming, the case may enter the litigation stage. If this case is litigated in the court system, client is aware that the case may take more than one year to reach trial. Client also understands that there may be times when they will not receive constant communications from the attorney. As part of the handling of a personal injury case, the attorney may have to negotiate medical bills, order medical records and invoices, draft litigation documents and briefs, and await communications from the insurance companies or opposing counsel. If such an event occurs and there is some delay in the matter, client acknowledges that they have been informed that such an occurrence is possible.

DATED this ____ day of _____, _____.

CLIENT

ATTORNEY FOR FIRM

CLIENT

Associating Attorney

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorneys' fees to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (800) 342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Stilianopoulos Law Firm, P.A.

Client

PI Checklist

- Open File.
- Write out Letters of Representation to PIP & BI carriers (certified).
- Schedule recorded statements *if necessary*
- Order crash reports.
- Verify that client filled out or have them fill out No-Fault Application *if necessary* (normally done at TP office).
- Obtain auto and medical insurance coverage information from carriers. Notify medical insurance carrier of loss *if necessary*.
- Provide auto and medical insurance coverage information to treatment providers **within one year of injury**.
- Every 30 Days do a File Check: Input dates of review:
- Obtain Medical & Ambulance records after treatment is finalized.
- Obtain PIP pay out ledger.
- Create & send out settlement package.
- After 30 days, if no reply from adjustor, call them to see if they received settlement package.
- Settlement or filing of complaint.
- Ensure that treatment provider balances or health insurance liens are satisfied
- Cut check to client and firm