

**ATTORNEYS JO ANN HOFFMAN,
MOORE & PEREZ, P.A.**

PERSONAL INJURY • WORKERS' COMPENSATION

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JO ANN HOFFMAN
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AUTHORITY TO REPRESENT

I, the undersigned client, do hereby retain and employ ATTORNEYS JO ANN HOFFMAN, MOORE & PEREZ, P.A. as my attorney to represent me in my claim for damages against _____ or any other person, firm or corporation liable therefore, resulting from an accident that occurred on _____

As compensation for the services rendered and to be rendered, I agree to pay my said attorney from the proceeds of recovery the following fee:

- (A) 33 1/3% of any recovery up to \$1 million 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;
- (B) 40% of any recovery up to \$1 million 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 if made, the expiration of the time period provided for such action, through the entry of Judgment.
- (C) 30% of any recovery between \$1-2 million;
- (D) 20% of any recovery in excess of \$2 million;
- (E) If Defendant(s) admit liability at the time of filing their Answer(s) and request a trial only on damages:
 - 1) 33 1/3% of any recovery up to \$1 million through trial;
 - 2) 20% of any recovery between \$1-2 million;
 - 3) 15% of any recovery in excess of \$2 million
- (F) An additional 5% of any recovery after Notice of Appeal is filed or post-judgment relief or action is required for recovery on the judgment.

ALL ATTORNEYS' FEES ARE CALCULATED ON THE GROSS RECOVERY.

IT IS AGREED that the employment is upon a contingent fee basis and if no recovery is made, I will not be indebted to my said attorney for any sum whatsoever as attorney's fees.

In cases where the client is to receive a recovery that 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. If the damages and the fee are to be paid out over the long-term future schedule, then this limitation does not apply.

If this firm associates or consults with another attorney, such association or consultation by this firm will be without any additional fee to the client.

IT IS FURTHER AGREED that the undersigned client will pay for the cost of investigation and the filing of suit, court and out-of-pocket costs and expenses, if necessary, from the client's share of the proceeds of any recovery.

After investigation is made by said attorney, the attorney has the right to return this case to the undersigned client at any stage thereof. In the event this firm obtains PIP and/or medical payments to repay a workers' compensation lien or otherwise to benefit the client and/or medical providers, then the attorney fees will be 33 1/3 % of the PIP/Med Pay received. Where a lawsuit is filed to obtain PIP/Med Pay, the fee will be the higher of 40% once an answer is filed or the fee 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 refer to while being represented by the undersigned attorney(s).

I UNDERSTAND AND AGREE that attorney fees owed to ATTORNEYS JO ANN HOFFMAN, MOORE & PEREZ, P.A. are separate and apart from the fees owed any attorney who has previously represented me or may represent me hereafter.

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 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 the attorney has reasonably advanced on behalf of the client.

READ, RECEIVED, APPROVED AND AGREED TO THIS ____ DAY OF _____, 200_

(ATTORNEY)

(CLIENT)

(ATTORNEY)

(CLIENT)