

SUBLETTE LAW OFFICES

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PERSONAL INJURY
WRONGFUL DEATH
PROFESSIONAL NEGLIGENCE

Authority To Represent and Fee Agreement

I hereby retain Sublette Law, P.A., and William E. Sublette, Esq., to represent me in my claim against the below-named defendant(s), or any other person, firm or corporation liable therefor, for damages arising from an accident/incident which occurred or was discovered on the date referenced below. Sublette Law, P.A., and William E. Sublette, Esq., will only charge a fee if there is a recovery.

I am responsible for the costs of bringing the claim or lawsuit, but request that Sublette Law, P.A., and William E. Sublette, Esq., advance my costs with the understanding that such costs will be deducted from my share of the recovery in the event of a recovery. If no recovery is made, I will not be indebted to Sublette Law, P.A., and William E. Sublette, Esq., for any costs. In the event I discharge Sublette Law, P.A., and William E. Sublette, Esq., prior to the conclusion of the claim or lawsuit, then I agree to reimburse at the time of discharge any costs advanced on my claim or lawsuit, and expressly grant Sublette Law, P.A., and William E. Sublette, Esq., a retaining lien on my file until such time as such costs are paid by me.

I agree to pay Sublette Law, P.A., and William E. Sublette, Esq., from the gross recovery, the following fees:

a. Before the filing of a Complaint (lawsuit) or, if no responsive pleading is filed, 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 a Complaint (lawsuit) or, if no responsive pleading is filed, 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 the 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.

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.

In the event my claim against the below-named defendant(s) for damages arising from an accident/incident which occurred or was discovered on the date referenced below, is against the state, its agencies or subdivisions, as that term is defined in §768.28, Fla. Stat. (1973), or against the federal government, the fee of Sublette Law, P.A., and William E. Sublette, Esq., will not exceed 25%.

In the event attorney's fees are recovered from any adverse party pursuant to any state or federal statute, the attorney's fee shall be the greater of the court awarded fee or contingency fee stated above. If the amount of any court awarded fee is less than the amount of the contingency fee, then the contingency fee amount will be reduced by the amount awarded by the court from any adverse party. I understand that the court-awarded fees may well exceed the above percentages depending upon the amount of time my attorney expends in prosecuting my case, the difficulty, novelty or complexity of my case, and the amount ultimately paid or awarded.

I understand that this is a contingent fee contract and, if no recovery is made, I will not be obligated to pay attorney's fees or costs incurred. I agree that upon written notice Sublette Law, P.A., and William E. Sublette, Esq., may terminate their representation under the terms of this agreement.

I understand that I am responsible for my own healthcare provider bills and that neither Sublette Law, P.A., nor William E. Sublette, Esq., is responsible for the protection or payment of my healthcare providers bills from any future settlement or verdict unless such healthcare provider has a right of subrogation, a statutory lien, or is protected by a *Letter of Protection* authorized and signed by me and counter-signed by Sublette Law, P.A., and William E. Sublette, Esq. In this regard I understand that the negotiation and settlement of any outstanding healthcare provider bills not protected by a right of subrogation, statutory lien, or a *Letter of Protection* is not within the scope of my representation by Sublette Law, P.A., and William E. Sublette, Esq.

I have, before signing this contract, received and read the Statement of Client's Rights, and understand each of the rights set forth therein. I have signed the statement and received a signed copy to keep to refer to while being represented by the undersigned attorneys.

I understand that this contract may be cancelled by written notification to the attorney at any time within three (3) business days of the date the contract is signed, as shown below, and if cancelled I shall not be obligated to pay any fees to the attorney for the work performed during that time. However, if I discharge Sublette Law, P.A., and William E. Sublette, Esq., for any reason after the initial three (3) days, I agree that they are entitled to an attorney's charging lien and by signing below I expressly acknowledge receipt of notice of an attorney's charging lien.

I hereby consent to the retention of _____ as co-counsel in my case and to the division of fees between that firm and Sublette Law, P.A., and William E. Sublette, Esq., in proportion to the services performed by each respective firm.

Client: _____ Client's Spouse: _____

Defendant's Name: _____ Accident/Discovery Date: _____

Attorney: _____ Date Executed: _____