

# LAW OFFICES OF DAVID I. FUCHS, P.A.

Attorney & Counselor At Law

[www.davidfuchslaw.com](http://www.davidfuchslaw.com)

Admitted Florida, New York  
and District of Columbia

- Personal Injury
- Wrongful Death

8 Southeast 8<sup>th</sup> Street  
Fort Lauderdale, Florida 33316  
Tel: 954-586-3636  
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## Personal Injury Representation Agreement

CLIENT(S) :

MATTER:

DATE OF LOSS:

You have asked this firm to act as your attorneys. This document describes our agreement to represent you. If you don't understand any part of it, ask us to explain it to you before signing it. The agreement becomes effective after each party has signed it and we have received the initial fees and deposits required.

The undersigned client has, before signing this contract, received and read the statement of clients 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).

**SCOPE OF REPRESENTATION.** We agree to provide you with competent, diligent, and energetic service in the matter described above. However, our services are limited to this matter in the absence of a separate written representation agreement. When you retain us, you retain the entire firm, but the firm reserves the right to decide which staff member is best able to render any particular service.

**FEE ARRANGEMENT.** You agree to pay us as follows:

**Contingent fee plus costs.** You agree to pay us the following fee from the gross proceeds recovered from (a) any person, firm, or insurance company directly or indirectly responsible for causing you harm; (b) any insurance company under an uninsured or underinsured motorist policy; (c) any insurance company sued because of refusal to pay benefits under any policy;

**Contested liability.** 33-1/3% of any recovery up to \$1 million through the time an answer is filed or arbitration is demanded; 40% of any recovery up to \$1 million through trial; 30% of any recovery between \$1 and 2 million; 20% of any recovery greater than \$2 million;

**Admitted Liability.** If all defendants admit liability at the time of filing their answers and request a trial only on damages, you agree to pay us 33-1/3% of any recovery up to \$1 million through trial; 20% of any recovery between \$1 and million; 15% of any recovery greater than \$2 Million;

**Appeals or Collection** If a notice of appeal is filed or any efforts to collect your judgment become necessary, you agree to pay an additional 5% of any recovery.

**COURT AWARDED ATTORNEYS FEES.** The court may order your adversary to reimburse you for part or all of your attorney's fees and costs. You are still solely responsible for the payment of any fees and costs called for by this agreement. Your account will be credited for any attorney's fees and costs received from your adversary up to the amount of your obligation.

This award shall not increase the gross recovery, but you do agree to pay us according to the above-described fee arrangement for services in obtaining and collecting the award. (Should your adversary prevail, you may be ordered to reimburse your adversary's fees and costs. Here again, this shall not affect your obligations under this agreement).

If you are entitled to a statutory fee award for any reason, the fee in connection with such services, and such services alone, shall be in the amount determined by the court, notwithstanding the above percentage fee formulas.

**COSTS.** We have the right but not the duty to advance or incur costs on your behalf. In addition to any professional fees, you agree to reimburse us for all costs advanced or incurred by us such as court costs, sheriff costs, investigator fees, courier fees, photocopies (\$.35 per page), court reporters, witness fees, medical records, long-distance telephone calls (15% surcharge), travel, postage (10% surcharge), trial exhibits, and overtime clerical expenses. We charge a flat rate for mileage & parking: \$10.00 in Broward County; \$35.00 in Dade & Palm Beach Counties per trip. Personal Injury Protection ("PIP") work is not handled by this office however can be handled at the rate of \$75.00 per hour for paralegal/secretarial time and \$300.00 for attorney time. Client authorizes Attorney to withhold sufficient sums from any settlement or judgment collected in order to reimburse Attorney for any and all PIP work performed on behalf of Client in connection with said matter. Clients agree to pay costs upon filing of a PIP suit. PROPERTY DAMAGE\COLLISION CLAIMS ARE NOT HANDLED BY THIS OFFICE. THE CLIENT EXPRESSLY AGREES AND UNDERSTANDS THAT THIS AGREEMENT DOES NOT INCLUDE ANY SERVICES FOR PROPERTY DAMAGE\COLLISION CLAIMS. SHOULD THE CLIENT WISH TO RETAIN THIS OFFICE TO HANDLE A PROPERTY DAMAGE\COLLISION CLAIM FOR THEM, A SEPARATE RETAINER AGREEMENT WILL HAVE TO BE SIGNED BY THE CLIENT FOR SUCH WORK.

**BILLING & COLLECTION.** We normally render bills monthly. Payment is expected upon receipt. Bills overdue more than 30 days shall be subject to a monthly service charge of 1.5 percent.

**DISBURSEMENTS.** From any proceeds recovered, you authorize us to pay our attorneys fees and costs together with any monies owed to any health provider or any other person or firm to whom you are indebted as a result of the personal injuries giving rise to this agreement.

**TERMINATION.** By us. We have the right to withdraw from this matter if you fail to comply with this agreement, if you misrepresent or conceal material facts, if you fail to follow our advice, or if we conclude that the chances for success do not justify going forward. By you: You can terminate our services at any time with or without cause. **Effect on fees & costs:** You may cancel this agreement without incurring any attorney's fees by notifying us in writing within three days after you sign it. You will still be responsible for any costs incurred. After three days, if this agreement is terminated by you for any reason, you will be obligated to pay us a reasonable fee for services rendered and costs incurred.

**CO-COUNSEL.** You authorize us to consult or employ outside counsel as needed. No additional fee will be charged, but the fee will be divided in proportion to the services rendered. If outside counsel is needed at a later date, you will sign another copy of this agreement acknowledging the appointment of outside counsel. Any outside counsel will be jointly responsible with us for representing you, and available to you for consultation.

**LIENS.** We shall have a lien on all of your documents, property, or money in our possession for the payment of all sums due to us by you on this or any other matter, as well as any other lien rights provided by law.

**NO PROMISE OF SUCCESS.** We cannot guarantee or predict a successful outcome for

you. Litigation is risk-laden at every stage, and any opinion we have about the merits of your case is subject to change as your case proceeds. Changing facts and changing law can alter any expected outcome.

**DISPUTES.** If we have to institute proceedings against you to collect our fees & expenses, you agree to pay us reasonable collection expenses including attorney's fees and litigation costs. \

If you dispute the amount owed through counterclaim or setoff for any reason arising directly or indirectly from the attorney/client relationship, the entire dispute including our collection claim and any counterclaim shall be referred by the court to a panel of three arbitrators, one picked by us, one picked by you, and the third picked by the two previously selected. Each arbitrator shall be an attorney who practices primarily in Broward County. The decision of the arbitrators shall be final and binding on you and us.

**STATEMENT OF CLIENT RIGHTS.** The undersigned Client has, before signing this contract, received and read this Statement of Clients Rights, and understands each of the rights as set forth therein. The undersigned Client has signed the statement and received a copy to keep to refer to while being represented by the undersigned attorney.

**SETTLEMENT DRAFT.** Upon settlement, Client authorizes Attorney to endorse the back of settlement draft and deposit same into the Attorney's Trust Account for proper disbursement to Client.

**POWER OF ATTORNEY.** In the event client cannot be reached by phone or does not respond to written contact client gives a Limited POWER OF ATTORNEY to attorney to settle their case, sign the General Release and Settlement statement and any other settlement documents. This POWER OF ATTORNEY is limited solely to this legal matter and shall terminate upon the closing of this case.

**TRUST ACCOUNT.** In the event that \$ 25.00 (twenty-five dollars) or less is remaining in the attorney's trust account with regard to this case, after all disbursements client waives any and all interest in those funds and they shall be deemed to be property of the Law Office of David I. Fuchs.

**RETENTION OF FILES.** Unless otherwise notified by Client, Client hereby authorizes Attorney to dispose of the Client's files pursuant to the rules of the Florida Bar three (3) years following conclusion of this case. Such records are those of Attorney, and not any records maintained by any Court.

**MEDICAL PROVIDER BILLS.** Client authorizes Attorney to withhold sufficient sums from any settlement obtained or judgment collected to distribute same for the benefit of any provider of health care who has outstanding medical bills due and to endorse any check for health care and distribute the proceeds to such health care providers. **MEDICAL BILLS; YOU EXPRESSLY AGREE AND UNDERSTAND THAT YOU SHALL ULTIMATELY BE RESPONSIBLE FOR ANY AND ALL MEDICAL BILLS OR EXPENSES INCURRED IN CONNECTION WITH YOUR MEDICAL CARE REGARDLESS OF THE OUTCOME OF THIS CASE.**

Client(s) acknowledge receipt of a copy of this document.

This Authority to Represent is dated at Ft Lauderdale, Florida on \_\_\_\_\_, 2013

CLIENT- \_\_\_\_\_ CLIENT- \_\_\_\_\_

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

BY: \_\_\_\_\_

DAVID I. FUCHS, ESQ.

WITNESS

State of

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_, personally known to me or who produced \_\_\_\_\_ as identification; and being duly sworn, acknowledged that he/she executed the foregoing Release as his/her free act and deed, and that he/she has read the same and knows and contents thereof.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

My Commission Expires: \_\_\_\_\_