

## AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT

1. I, the undersigned client, do hereby retain and employ the Shield Law Group, LLC for alleged damages against \_\_\_\_\_ (“Employer”) and/or their Insurance Carrier as a result of injuries sustained by me while in the employ of said Employer on or about \_\_\_\_\_ (the “Claim”).

2. **Costs.** I agree to pay for the costs incurred by Shield Law Group (“the Firm”) in prosecuting this claim and authorize the Firm to undertake and/or incur such costs as they may deem necessary from time to time. These costs may include, but are not limited to, such items as copying costs, postage or other delivery costs, travel expenses, witness fees, deposition and deposition transcript costs, police reports, hospital or medical records, photographs, filing fee(s), costs of serving summonses and subpoenas, court reporter fees, jury list, exhibits, state records, investigation expenses, mediation fees, expert witness fees (which may include fees for expert testimony, reports and conferences), and other costs.

The Firm will make every effort to keep these costs at an absolute minimum consistent with the requirements of the case. At the time the case is closed, an accounting will be made for all disbursements made in my case.

I hereby authorize my attorneys to expend reasonable costs and expenses on my behalf in the prosecution of my claim, and I agree to reimburse them for any and all costs and expenses incurred by them in the prosecution of my claim. If my attorneys recover any of these costs from the Employer or its Insurance Company, I will be credited with the amounts recovered against the Employer and/or their Insurance Company.

3. **Attorney’s Fees.** As compensation for the attorney’s services, I agree to pay fees to the Firm from the proceeds of recovery as follows:

3.1 Recovery of damages requiring court approval of attorney’s fees: Upon recovery of any damages that require court approval of attorney’s fees, I agree to pay the Firm all attorney’s fees awarded or recovered against/from Defendant through settlement, court order, verdict, judgment or other recovery.

3.2 Recovery of any other types of damages: Upon recovery of any damages or fees other than those described in section 3.1 above, I agree to pay to the Firm attorney’s fees in an amount that is either (a) a percentage of recovery as set forth in section 3.2.1 below or (b) actual attorney’s fees awarded/recovered as set forth in 3.2.2 below, whichever is greater:

3.2.1 Percentage of recovery. I agree to pay the Firm a fee that is a percentage of any and all damages recovered (other than those referenced in section 3.1 above) awarded or recovered against/from the Defendant through settlement, court order, verdict, judgment or other recovery as follows:

20% of the first \$5,000 of benefits recovered; and

15% of the next \$5,000 of benefits recovered; and  
10% of all remaining benefits recovered over the \$10,000; and  
5% on benefits that accrue after 10 years

3.2.2 Award or payment of actual fees. If a court awards payment of the Firm's actual attorney's fees or an opposing party agrees to pay all or part of the Firm's attorney's fees, I agree to pay the Firm those fees as awarded or recovered. I understand that such fees may exceed the amount of the contingency fee described in Section 3.2.1 above, depending on factors such as the amount of time the attorney expends in prosecution of the case, the difficulty, novelty or complexity of the case, and the amount ultimately paid or awarded.

3.2.3 Extremity Injury Fees. I understand that where my injury is an extremity injury (which is a body part other than the spine and shoulders), and where the carrier has accepted my extremity injury, I will be responsible to pay to my attorney from my impairment checks a portion of my checks to cover the fee. I understand that the fees will not exceed 25% of the total benefits I receive.

4. **Reasonable Hourly Fee.** I understand that the reasonable hourly fee charged by Shield Law Group, LLC is currently between \$250.00 and \$ 600.00 per hour and that this is a reasonable amount should fees need to be determined on a quantum meruit basis.

5. **Cooperation.** I further agree that I will fully cooperate with my attorneys in the prosecution of my claim, and I will sign all necessary papers to properly prosecute this claim. I will appear at the request of my attorneys for all depositions, medical examinations, hearings or other appearances required in the proper presentation of my claim, and I will keep in contact with my attorneys and advise them of my whereabouts at all times so that they will be able to contact me when necessary.

6. **Change of Address.** Regardless of anything in this agreement to the contrary, I agree that I must immediately inform the Firm in writing of any change to my current address. I understand that if I fail to immediately inform the Firm of my address change as required by this paragraph, the Firm will have the right to declare this Contingency Agreement null and void.

7. **Withdrawal from Representation.** I agree that the Firm may withdraw from representation on my behalf if it determines that the attorney/client relationship has been irreparably damaged, or for other reasons which shall be set forth in writing. I specifically understand that the Firm may withdraw from my representation if, after conducting a reasonable investigation and making reasonable inquiry, it determines that in its opinion my Claim does not warrant pursuit.

8. **Contingent Fee.** It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to my attorneys for any sum whatsoever as attorney's fees.

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(S).

THIS CONTRACT MAY BE CANCELLED 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 CANCELLED THE CLIENT SHALL NOT BE OBLIGATED TO PAY ANY FEES TO THE ATTORNEY(S) FOR THE WORK PERFORMED DURING THAT TIME. IF THE ATTORNEY(S) HAVE ADVANCED FUNDS TO OTHERS IN REPRESENTATION OF THE CLIENT, THE ATTORNEY(S) ARE ENTITLED TO BE REIMBURSED FOR SUCH AMOUNTS AS THEY HAVE REASONABLY ADVANCED ON BEHALF OF THE CLIENT.

DATED \_\_\_\_\_, 2024

\_\_\_\_\_  
CLIENT

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Jamie Alvarez, Esq.  
SHIELD LAW GROUP, LLC