

RETAINER AGREEMENT AND POWER OF ATTORNEY

1) I hereby retain Douglas R. Stevens, Esquire to represent me and/or bring to suit or arbitration my claim for damages arising from personal injuries and/or property damage sustained on/or about _____ and I agree to pay him for his services one- third (1/3) of the gross sum obtained before the deduction of any expenses, which percentage does not increase if suit is filed or if my case goes to trial, unless the fee is subject to a statutory maximum in which case the fee shall be that maximum. I understand that this retainer does not require Mr. Stevens to negotiate a reduction of my medical bills. I understand that I am responsible for all litigation and other expenses and must pay these in advance and reimburse any paid by Mr. Stevens. If I accept a structured settlement, the fee will be based on the present value of such settlement with a 6% discount rate. In his sole discretion, Mr. Stevens may elect arbitration or a non-jury trial, and may use the services of other attorneys, who may share the fee (which shall not increase as a result) and whose responsibility may include trying the case, negotiations, depositions, settlement conferences, arbitrations, pretrials and/or mediations, and who may include Tom Magalski, Louis Schoenike, Christo5pher Miller, or others.

2) I instruct Mr. Stevens not to provide any notice to any provider who may have interest in funds relating to my claim in any way unless he deems, in his sole discretion, that it is in my best interest. I have signed no assignment of first party benefits and will not do so and instruct my attorney to revoke any such document.

3) I agree to pay the above fee and to make those reimbursements if this case is settled by someone else. If the representation of Mr. Stevens is terminated, he shall be entitled to a fee of one-third (1/3) of the gross amount received prior to termination, or one-third (1/3) of the gross amount received thereafter, or reasonable compensation for all work done or results achieved – whichever of these three amounts is greater or is held to apply. Mr. Stevens shall also be entitled to reimbursement for all expenses incurred, plus the cost of copying my file for his records. To the extent that a referring attorney or intermediary is to be paid consideration by the attorney, I acknowledge that I have been informed of the percentage or amount of the consideration, and of the fact that there will be no increase of the fee to be paid by me. I authorize Mr. Stevens to make demands to settle my case within his discretion. If my suit is in Virginia, I give Mr. Stevens permission to non-suit my case at his discretion. This agreement shall bind my heirs, successors, and assigns, and shall constitute and authorize a lien for such amounts against any entitlement I have in this case, and I instruct the attorney to use PIP, Medpay or other first-party insurance funds to pursue my claim.

4) This is my power of attorney to endorse checks payable to me and to pay expenses and Mr. Stevens. I have not retained any other attorney to represent me in this matter. I am aware that Mr. Stevens has the right in his sole discretion to withdraw representation of me at any time. Any disputes as to compensation shall be referred to the Attorney Client Arbitration Board or similar body, and both parties shall be bound by such referral. I acknowledge being advised to contact this Board for available counseling and information prior to agreeing to this.

5) I promise to provide Mr. Stevens with any new address or phone number. If Mr. Stevens is unable to contact me at the address and phone number I provide him, and if there is a danger of my case being damaged or dismissed because I cannot be contacted, I authorize Mr. Stevens to obtain the best settlement he considers possible, and this shall constitute my limited power of attorney to sign my name on a general release which shall be binding on me, endorse the settlement draft, put it in his trust account, pay him the fee and reimbursements owed to him, pay any outstanding medical bills and expenses I have relating to this matter, and to maintain the remainder for me in his interest-bearing trust account, and to use such funds to try to find me. I agree that Mr. Stevens may destroy my file five years after the file is closed.

6) I understand that Mr. Stevens is not my attorney for any worker’s compensation benefits relating to this matter and that this agreement does not apply to providing defense to counterclaims, retrials, appeals, or post-judgment remedies. I have received a copy of this agreement.

X _____
Signature

Printed Name

Date