

J. FRANKLIN BURNS, P.C.

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called "FIRST PARTY" and the law firm of _____, hereinafter called "SECOND PARTY":

Print Client Name

WITNESSETH

WHEREAS, First Party has a claim for workers' compensation pending against _____; Employer

WHEREAS, the Date of Accident for said claim is _____; and

WHEREAS, Second Party agrees to represent First Party in recovery against _____; Employer

NOW; THEN, THE PREMISES CONSIDERED, and for the consideration of the mutual covenants hereinafter entered into, the parties agree as follows:

1. That for services in representing First Party, the Second Party shall be paid out of any recovery in a lump sum or otherwise an amount equivalent to 25%. This contract is subject to the approval of the State Board of Workers' Compensation.

2. Second Party shall be reimbursed by the First Party for all necessary expenses incurred, including but not limited to medical reports, depositions, transcripts, exhibits, witness fees, etc. Expenses advanced will bear an interest rate of no more than 1.5% per month.

3. Either party may withdraw from this representation at any time for any reason provided that written notice is provided to the other party before such withdrawal can be effected. In the event that either party should elect to withdraw from this representation, the First Party shall pay to the Second Party either (1) \$250.00 per hour that the Second Party has spent on the First Party's cause of action, or (2) contingency compensation in accordance with paragraph 1 above, based on the last offer made to the First Party during representation by the Second Party, whichever is greater, plus expenses.

4. In the event of a lump sum settlement, lump sum, or lump sum advance, the First Party hereby directs the employer/insurer or employer/self-insurer to send all proceeds to the custody, care and control of the Second Party.

5. It is the obligation of the First Party to notify the Second Party of any address or phone number changes immediately.

SIGNATURE OF FIRST PARTY

Address: _____

Telephone: _____

J. FRANKLIN BURNS, P.C.
SECOND PARTY