

WORKERS' COMPENSATION FEE AGREEMENT DATE LAST REVISED: 04/14/95

[Date]

[Name]

[Address]

[City, State Zip]

Re: Representation of NAME

Dear [Salutation]:

1. _____ ("Client"), hereby retain and employ the law firm of _____ ("Law Firm") to represent me in all of my workers' compensation claims.

2. Law Firm shall perform all reasonable, necessary and usual services in matters of this kind including investigation of facts, gathering of evidence, preparation of filings and exhibits, interviewing witnesses, compiling records of expenses, attending hearings, and negotiations with the representatives of the employer, the Ohio Bureau of Workers' Compensation and the Industrial Commission of Ohio.

3. In consideration for services rendered and to be rendered, Law Firm shall receive _____ percentage of any accrued (back pay) benefits of any of the following:

- A. Temporary total disability;
- B. Permanent partial disability;
- C. Wage loss compensation;
- D. Safety violation awards (VSSR);
- E. Death benefits;
- F. Permanent and total disability; and
- G. Lump Sum Settlement.

4. In the event that permanent and total disability benefits are awarded on my behalf, Law Firm will be entitled to an additional lump sum payment of fees (currently \$8,000.00) according to the Rules and Regulations of the Industrial Commission of Ohio and upon approval of said body.

5. In the event that any of my claims is appealed to court, Law Firm will be entitled to receive all attorney fees outlined above in addition to any award of attorney fees provided by statute.

6. The fee of Law Firm shall be contingent upon the result which they obtain. There shall be no obligation by Client to pay Law Firm any fees if nothing is recovered on the workers' compensation claims. However, Client is responsible for all expenses incurred in the prosecution of the claim(s). Although Law Firm may advance payment of such expenses, Client must reimburse Law Firm, and if payment therefore occurs upon settlement, such expenses shall be paid out of Client's portion of the settlement proceeds.

7. In is further agreed that, in addition to the above attorney fees, Client will pay all expenses directly incurred in investigating or litigating my claims, including court costs, deposition charges, expert witness fees, investigation costs, and expenses for medical examinations, reports and records, when payment is requested by the Law Firm.

8. It is understood that Client may terminate this agreement by notifying Law Firm in writing. Law Firm may also withdraw as Client's counsel and terminate this agreement by notifying Client in writing. If representation is terminated by either party for any reason, Law Firm shall be entitled to be compensated at its usual hourly rates, in effect at the date this agreement is signed, but only in the event Client is ultimately successful in any claim subject to this Agreement. Regardless of the manner in which this agreement may be terminated, Law Firm will be reimbursed for all expenses advanced by it in the prosecution of the claim(s).

9. Client should be aware of an ethical requirement imposed upon all Ohio lawyers. If a client in the course of representation by a lawyer, perpetrates a fraud upon any person or tribunal, the lawyer is obligated to call upon the client to rectify the same. If the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or tribunal.

10. It is the intent of this agreement that it comply with the Code of Professional Responsibility as interpreted by the Courts of the State of Ohio.

11. Client verifies that he/she has read this contract and has received a copy of it.

_____ Date _____

Client's signature

Law Firm hereby agrees to represent Client on the above terms and further agrees to make no settlement in Client's claim(s) without Client's consent.

Law Firm

Attorney at Law

Date _____