

CONTINGENT FEE REPRESENTATION AGREEMENT

Contract for legal services between _____, (hereinafter referred to as "Client"), and Michael A. Schafer, Attorney at Law, (hereinafter referred to as "Attorney").

This agreement replaces and supersedes any and all other Contracts or Agreements relative to the employment by the Client and the Attorney.

ARTICLE 1. EMPLOYMENT

Client employs Attorney on a contingent fee basis, as opposed to an hourly rate basis, to investigate the claims Client has arising out of or connected with an accident that occurred in Jefferson County, Louisville, Kentucky on _____. Attorney accepts employment subject to and upon the terms of this Contract. Client agrees that Attorney has made no representations to Client, or to others for Client's benefit, as to whether any recovery will be made for Client.

ARTICLE 2. AUTHORITY FOR ATTORNEY

Client authorizes Attorney to investigate, prepare, settle (with Client's prior consent) and, if in Attorney's sole opinion necessary and warranted, to file suit on and to prosecute the meritorious claims Client has against all responsible persons and business organizations. Client further authorizes Attorney to employ investigators, photographers, reporters, consulting experts and expert witnesses; to employ associate counsel or local counsel or both at Attorney's expense without Client's prior consent; and to release to each opposing party, their attorney, and their insurance company the original or copy of each report, statement, photographs, medical report, hospital report, tax return, paper, document or tangible thing Attorney's possession relating to Client's case.

Client further authorizes Attorney to submit the case to non-binding mediation if, in the Attorney's sole opinion, mediation would be an effective method of resolving the case.

If Attorney, at any time is of the opinion that Client's case is impractical for any reason, or if the Client refused to cooperate with Attorney, or if Client reject an offer of settlement recommended by Attorney, Attorney shall have the right to withdraw from representing Client by giving Client written notice at least ten (10) days before the date of withdrawal.

Client agrees that Attorney is under no duty to appeal or retry Client's case unless, in Attorney's sole opinion, an appeal or retrial is warranted.

