
AGREEMENT OF REPRESENTATION

_____, 2018

WHEREAS, _____ (hereinafter referred to as "Client"), sustained injuries on or about _____, 20____ as a result of presumed negligence, and Client wishes to assert a claim for damages.

This Agreement of Representation is made by and between Client and Posner & Cord, LLC. The terms hereof are:

1. Posner & Cord, LLC will represent Client in connection with his/her claim as above described. The firm has not made, and will not make, any guarantees as to the outcome of the above described claim. This Agreement of Representation does not pertain to any appeals that Client may wish to take in connection with the above described claim.
2. In consideration for said legal representation, Posner & Cord, LLC's compensation shall be of a contingent fee basis in accordance with the following schedule:
 - a. thirty-three and one-third percent (33-1/3%) of any gross amounts recovered prior to the filing of a lawsuit;
 - b. forty percent (40%) of any gross amounts recovered after the filing of a lawsuit;
 - c. Personal Injury Protection (PIP) and Medical Payments (MedPay) collections are performed at no charge unless contested; and
 - d. Vehicle property damage and car rental reimbursements are performed at no charge unless contested. Diminished value claims are subject to the standard fees as stated in sections 2(a) and 2(b).
3. Client shall be responsible for all costs and expenses incurred in the prosecution of Client claim including, but not limited to, fees for medical records and reports, the costs of investigation, photographs, depositions, expert witnesses, charts and graphs, court costs, computerized legal research, telephone bills, overnight mailings, courier expenses, travel expenses, conference expenses, and the like. Posner & Cord, LLC is hereby authorized to advance the costs and expenses relating to the litigation and prosecution of Client's claims. ***In the event there is no recovery, Client understand that Client is not obligated to reimburse Posner & Cord, LLC for its expenses*** except if Posner & Cord, LLC is precluded by action of Client from pursuing these claims fully.
4. Posner & Cord, LLC agrees to represent Client provided that, after sufficient inquiry and investigation, Posner & Cord, LLC is of the opinion that Client has a legitimate claim. However, if Posner & Cord, LLC at any time determines that the prosecution of Client's claim is not feasible or is contrary to justice or the standards of good faith, Posner & Cord, LLC is entitled to withdraw from the representation with reasonable notice to Client.
5. Posner & Cord, LLC will not settle the case without express authorization of the Client. However, in the event an offer of settlement is made to the Client, counsel recommends that Client accepts such offer of settlement and Client chooses not to accept such offer, that portion of the contingent fee that would be due had Client accepted such offer will become

the minimum fee due at the conclusion of the matter, regardless of the amount for which the claim is subsequently settled or the outcome of the court proceeding. In the event that any subsequent settlement offer, award or judgment exceeds the amount of a recommended settlement, the fee due shall be that set forth in paragraph 2, above.

6. Client agrees that that associate/co-counsel/outside counsel may be employed at the discretion and expense of Posner & Cord, LLC, that said counsel will have joint responsibility in the handling of this matter, and that any attorney so employed may be designated to appear on Client's behalf or undertake Client' representation in this matter.
7. Client agrees that, at the conclusion of the case, Posner & Cord, LLC will have the right to destroy the physical case file (including original pleadings, correspondence, photographs and other documents) and to store the file electronically. Client further agrees that Posner & Cord, LLC may dispose of the entire file, original, electronic and otherwise, within five years after the conclusion of the case. Client may request the physical file or an electronic copy at the conclusion of the case.

Posner & Cord, LLC, on its own behalf

Client

By: _____

By: _____