

## RETAINER AGREEMENT

The undersigned Client, residing at 53 Boerum Pl, Apt. 9D, Brooklyn, NY hereby retains SANDERS, SANDERS, BLOCK, WOYCIK, VIENER & GROSSMAN, P.C. (hereafter called the "Firm") to prosecute or adjust a claim for damages arising from: personal injuries sustained by Kerin Coughlin ~~loss of services of~~ \_\_\_\_\_ <sup>property damage to</sup> through the negligence of Leonard Marino, Jr. and Blondies Tree House, Inc. or other persons and/or entities.

The client hereby gives the Firm the exclusive right to take all legal steps to enforce this claim through trial and appeal.

**Appeal:** The Firm shall have the right but not the obligation to represent the Client on appeal. The Client will be responsible for the expenses of the appeal.

**Fee:** The Firm's fees shall be paid as "contingency compensation" which means that the Firm shall be compensated a percentage of the sum recovered by settlement, verdict or appeal. The Firm offers two options pursuant to 22 NYCRR 691.20:

Option "A" All disbursements, expenses, and litigation costs are paid, advanced and/or forwarded by the client. The Firm will be compensated 33 and 1/3% of the net sum recovered by settlement, verdict, or appeal after reimbursement to the Client for disbursements, expenses, and litigation costs advanced or forwarded are deducted from the gross recovery.

Option "B" All disbursements, expenses and litigation costs are advanced or forwarded by the Firm. The Firm will be compensated 33 and 1/3% of the gross (or entire) sum recovered by settlement, verdict or appeal.

The Client acknowledges that the Firm has the option, but not the obligation to advance disbursements. Said disbursements and litigation costs are to be repaid by the Client upon the resolution of the case. Trial disbursements will be advanced by the Firm at its discretion. There shall be no deduction in computing such percentages for the following or similar items: liens (for example: Medicare & Medicaid), assignments or claims in favor of hospitals, for medical care and treatment by doctors and nurses, or of self-insurers or insurance carriers.

**Costs and expenses** required in prosecuting the case will be either advanced by the client under Option "A" or by the Firm, under Option "B". The client may choose either option. If the client elects to advance the money for costs and expenses, the client must pay each cost and expense as it is incurred. If the client elects to have the Firm advance the money for costs and expenses, the money will be borrowed by the Firm on the client's behalf at an interest rate not to exceed the maximum allowable by New York State law. At the conclusion of the case, all such monies, both principal and interest, shall be reimbursed by the client to the firm.

       I elect Option "A" and will pay for all disbursements, expenses, or litigation costs. I want to be billed for each disbursement as incurred. I understand that by paying the disbursements as they are incurred, I will receive a greater amount of the settlement. The disbursements will be subtracted from the gross settlement.

SSB I elect to Option "B" and authorize SANDERS, SANDERS, BLOCK, WOYCIK, VIENER & GROSSMAN, P.C. procure a third party lending company to advance the money for costs and expenses at an interest rate not to exceed the maximum allowed by New York State law. I do not want to be billed for each disbursement as incurred. I understand that SSBWVG will receive a greater amount of the settlement at the conclusion of the case because the disbursements will be charged to my portion of the recovery.

**Other services:** The services to be provided do not include settlement or litigation of any lien, creation and administration of supplemental needs trusts or guardianships, Surrogates court proceedings and withdrawal of funds deposited pursuant to an Infants Compromise Order. The services to be provided in prosecuting or adjusting this personal injury claim do not include legal services relative to the negotiation or litigation of any Medicaid lien under Anlborn. In the event that the firm is requested to and does perform services for Client which are not directly related to the third party tort action for personal injury, then those services, unless otherwise agreed, shall be performed at the hourly rate of \$250 and shall be paid in advance or shall be a lien on the file.

**No-fault:** A flat fee of \$350 is charged for Personal Injury Protection (no fault) benefits administration, payable in advance or as a lien. This flat fee does not include Attorney time for investigating no-fault claims, appearances at Examinations Under Oath for No-fault benefits and arbitrating denials which will be billed at \$250 per hour.

**Property Damage:** Any monies recovered for property damage shall be subject to a twenty-five percent (25%) legal fee to be deducted from said proceeds.

**Bankruptcy Provisions:** Client represents to the Firm that they are not presently, nor do they contemplate filing for Bankruptcy protection; that they will inform the Firm should such a course of action be contemplated in the future. Client acknowledges that any fees garnered as result from this claim are subject to such proceedings wherein they are to be scheduled as an asset by Client. Client further acknowledges that any expense which the Firm may incur to protect attorney fees from said shall be subtracted from fees which normally would flow to Client as their share of any recovery.

**Cooperation of Client:** Client agrees to cooperate with the Firm at all times and to comply with all reasonable requests in the prosecution of this matter. Client agrees to cooperate with the Firm at all times and to comply with all reasonable requests in the prosecution of this matter. Client agrees to be truthful, to always disclose complete and accurate facts, to provide the most complete information possible. Client agrees to report any changes in Client's personal or professional life which may affect representation such as divorce, death of a spouse of interest party, subsequent accidents or re-injury, substantial improvement in condition, surgical recommendation; to provide whatever information is necessary (in the attorney's estimation) in a timely and competent manner. Client shall notify Firm in writing of any address or telephone changes. Failure to meet these obligations is a basis for the Firm to withdraw from representation of client.

**Client has Been Advised of Consequence of Fraud:** Any person who knowingly and with intent to defraud any insurance company or other person brings a claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, The Department of Motor Vehicles or an insurance company commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the value of the subject motor vehicle or stated claim for each violation.

**Power of Attorney to Settle Claim and Endorsement Authorization Where Client is Missing:** In the event Firm is unable to contact Client through ordinary efforts via mail or via telephone, Client grants Firm the authority to take all action which Firm deems necessary, including the authority to negotiate and settle Clients claim for an amount which the firm deems reasonable under the circumstances. Firm may settle the case without client's approval, negotiate the Release and settlement Check in Client's name, and hold client's net proceeds in Firm's Escrow Account, whereupon Firm may take only the portion of the proceeds to which they are entitled.

**If Client Settles Case Without Attorney:** If the cause of action is settled by the Client without the consent of the Firm, Client agrees to pay the Firm the above percentage of the full amount of the settlement for benefit of the Client, to whomever paid or whatever called. The Firm shall have, in the alternative, the option of seeking compensation on a quantum meruit basis to be determined by the court. In such circumstances, the court would determine the fair value of the service. Firm shall have, in addition, Firm's taxable costs and disbursements. In the event the Client is represented on appeal by another attorney, Firm shall have the option of seeking compensation on a quantum meruit basis to be determined by the court.

**Client agrees that the Firm has made no promises or guarantees regarding the outcome** to the Client's claim and if after so investigating, claim does not appear to have merit or appears that the defendant have no insurance coverage, then Firm shall have the right to cancel this agreement and reject this case, provided that Client is informed by ordinary mail sent to Client's Last-Known-Address that the firm is abandoning this matter and that the client may seek other counsel.

**Client's receipt of Agreement and Acknowledgement of Terms:** Clients acknowledge that they have read and fully understand all of the terms and conditions of this Agreement before signing it, and that they have received a copy of this Agreement upon execution thereof.

The client authorizes the firm to retain other lawyers if the firm deems it appropriate to assist in the resolution of any lien asserted by workers compensation carriers, medicare, medicaid, private health insurers or others, on a settled claim. The fee associates with the retention of the lawyers or lawyers to handle the resolution of said liens, including the expenses (i.e. costs and disbursements) of said lawyer or lawyers, may be forwarded by the firm and, if so, will be treated like a cost and disbursement. In other words, these costs and disbursements will be repaid by the client to the firm at the conclusion of the claim. Any such fee will be reasonable and will never exceed the amount of the asserted items.

Dated: 10/27/16  L.S.  
Witness: \_\_\_\_\_ L.S.

Sworn to before me this  
27 day of October 2016

  
Notary Public

YEFIM AKBASHEV  
Notary Public, State of New York  
No. 01AK6145609  
Qualified in Queens County  
Commission Expires May 8, 2018