

WHITEMAN, HAMILTON & CONKLIN, LLC

ATTORNEYS AT LAW

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ATLANTA, GA 30339

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WORKERS' COMPENSATION FEE CONTRACT

EMPLOYEE:

ICMS:

EMPLOYER:

DATE(S) OF INJURY:

WORK TO BE PERFORMED

I, the Employee, hereby retain the firm of Whiteman, Hamilton & Conklin, LLC (hereinafter "my attorney"), to represent me in my claim for workers' compensation under the laws of the State of Georgia, only, for injuries received while working for the above-identified Employer and sustained on the date(s) indicated above.

ATTORNEY'S FEES

I hereby agree that my attorney, shall receive 25% of any income benefits to which I may be entitled (whether voluntarily commenced, board ordered or by settlement) as a reasonable fee for legal services. Attorney will not take any fee from payments for medical care made by the Employer/Insurer directly to my medical providers. Further, if the State Board of Workers' Compensation orders the Employer/Insurer to pay for the services of my attorney, I will not be required to pay for the same services.

Per State Board Rule 108, you are notified as follows:

This contract is subject to the approval of the Board of Workers' Compensation, and no fee of more than one hundred dollars (\$100.00) shall be paid under the contract unless approved by the Board.

No contract shall be filed with the Board which provides for a fee greater than 25% of the recovery of weekly benefits. Any contract with these terms, absent compelling evidence to the contrary, shall be deemed to represent the reasonable fee of the attorney.

No party or any party's attorney shall enter in to a loan or assignment with a third party creditor which requires repayment from the proceeds of a workers' compensation claim.

COST REIMBURSEMENT

I understand that expenses and the costs of litigation advanced by my attorney, to

other parties are debts that I will be responsible for regardless of the outcome of my case. I am entitled to a complete accounting of expenses to date at anytime upon request during representation. Such expenses may include, but are not limited to, the following: deposition and hearing transcript charges; postage; copy charges; charges for medical records; long distance charges; mileage; parking charges; doctor's fees for depositions, consultations or narratives; and/or court costs to appellate courts if your case is appealed. Every case shall incur a minimum cost reimbursement of \$125.00 for general administrative costs, and I consent to this in advance.

INITIAL HEARING

This is an agreement for representation through the initial hearing before an administrative law judge only. This is not an agreement to file any appeal or to represent me following the initial hearing. If an appeal of any issue becomes necessary, I understand it is my duty, as the client, to assure continued representation.

ACKNOWLEDGEMENT OF ASSOCIATION

I understand and give my prior consent that my attorneys may, in their discretion, associate other lawyers to work on my case. In that event, the proportion of services performed and responsibilities assumed will be decided by the attorneys involved, and that regardless of what division is made between them, it will not increase the total attorney fees that I will owe under this agreement.

TERMINATION OF AGREEMENT

If, at anytime during this contract, I become dissatisfied with the attorneys' representation, I understand that I can terminate this relationship by sending a written letter of termination to my attorney. If I terminate the services of my attorney, there may be a lien filed by my attorney for *quantum meruit*, that is, specifically for the value of the services rendered until the time of such termination.

I agree that, if I terminate this relationship, my attorney may charge and be paid based upon any of the following, at the election my attorney:

- (1) 25% of the gross weekly indemnity benefits obtained as a result of the efforts of my attorney; or
- (2) 25% of any settlement amount (or any bona fide settlement offer during the period this contract is in force) whether said settlement was finalized or not within the contract period; or
- (3) A fee based upon an hourly rate of \$300.00 per hour, computed in 1/10th of an hour increments, for all work on the file up until the date of the termination.

It is agreed that this compensation is to be for the attorney's services only and does not include any other expenses described herein which shall also remain my responsibility in addition to the fee for services.

I further understand that my attorney, may terminate this agreement at any time and for any reason upon written notice to me and shall be entitled to file a lien against my case using any of the methods set forth above.

BANKRUPTCY STATEMENT

Unless, in writing, I advise my attorney to the contrary, I certify that I do not have a current bankruptcy case pending in any United States Bankruptcy Court. I agree that if I file a bankruptcy case while this workers' compensation claim is pending, I will immediately notify my attorney of said filing. I understand that in order for continued representation, it is necessary to get an order from the bankruptcy court approving same and that if my workers' compensation case settles, I will have to get approval of the bankruptcy court. These petitions for approval will be at additional cost and, if they are needed, will be my responsibility to pay in addition to any fees and expenses hereunder.

ADDRESS

I agree to keep my attorneys apprised of my current contact information including my address, phone number and email address, if applicable. I will promptly communicate any changes of address to my attorneys as they occur.

POWER OF ATTORNEY

I hereby grant a limited power of attorney to my attorney to sign, negotiate and distribute, in accordance with the provisions contained herein and those contained in O.C.G.A. § 34-9-108 and Board Rule 108, any and all checks, drafts, or instruments of payment made payable to me, or to me and my attorney jointly, in the form of workers' compensation income benefits or settlement proceeds. This limited power of attorney shall remain in effect until I give written notice of this agreement's termination and said notice is actually received by my attorney.

NO WARRANTIES

As the client, I understand and agree that Whiteman, Hamilton & Conklin, LLC and its attorneys individually, are making no promises, representations, or warranties to me regarding the outcome of this workers' compensation case.

PRECEDENTIAL VALUE

I understand that the issues of my case may have some precedential value (meaning that a judge's decision in my case may be helpful to another injured worker in another case). I agree that if, in the opinion of my attorney, my case has some precedential value, then my attorney has my express permission to discuss the facts and principals of my case publicly and to write and publish articles, which specifically refer to my case. I hereby waive any privilege or privacy claims with regard to same.

FILE RETENTION

At the conclusion of representation, my attorneys will retain my file. After a period of 12 months has elapsed from the conclusion of representation, I understand that my attorneys may, in their discretion, destroy the file unless I give them prior notice that I wish to take possession of it and make arrangements to do so in a reasonable timeframe thereafter. My attorneys reserve the right to maintain a copy of my file, as well as to charge me a reasonable fee for costs associated with copying or transferring the file.

CASH ADVANCES AND LOANS

I understand that my attorney is not permitted to make me cash advances or personal loans of any kind. Further, I understand that the rules of the State Board of Workers' Compensation prohibit my attorney from assisting with or entering into any loan or assignment with a third-party creditor which requires repayment from the proceeds of my workers' compensation case.

WORKERS' COMPENSATION IN THE STATE OF GEORGIA ONLY

I understand that I am retaining my attorney to represent and advise me as to my rights under Workers' Compensation Law in the State of Georgia only. I am not employing him to represent or advise me as to workers' compensation rights in other states which I may have arising from this same incident, or other remedies which I may or may not have, arising from the incident which has given rise to my rights under the Workers' Compensation Laws, or to any other incident which I may describe in the course of describing my workers' compensation case. I will take full responsibility for discussing the possible effects of this workers' compensation case on any other claim I may have with other legal counsel whom I independently retain for that claim.

I expressly have not retained nor sought advice from my attorney in other claims which may be related to the same circumstances including, but not limited to: Wage and Hour; Race/Age/Sex Discrimination; Sexual Harassment; Products Liability; Automobile Accident; OSHA; Pension Rights; Employees Disability or Group Hospitalization Plan; Medical Malpractice; Libel; Slander and Fair Credit Reporting Act; Rights Under any Union Contract; Social Security Disability or SSI; Unemployment Compensation; Legal Negligence; Bankruptcy; Wrongful Discharge; Right of Privacy; Federal Highway Safety Act; Personal Injury; National Labor Relations Act; Fraud, COBRA (Comprehensive Omnibus Budget Reduction Act; SOBRA (Second Omnibus Budget reduction Act); Victim Witness Assistance; Special Injury Protection for Police, Fire Fighters and State Employees; American with Disabilities Act; Workers' Compensation for states other than Georgia, Negligence of Vocational Rehabilitation suppliers; Garnishments; Longshore and Harbor Workers' Compensation Act, Family Medical Leave Act; or the tax consequences or effects of any claim, including this Georgia workers' compensation claim.

ELECTRONIC SIGNATURE

This document may be signed electronically. I hereby consent to the use of an

electronic signature and agree that it shall be as valid and legally binding upon me in all respects as if I had originally signed this document in handwritten form.

I have carefully read this entire agreement and have had the opportunity to ask questions about any provisions I did not understand. By signing below, I affirm that I have read all of the preceding paragraphs and understand each of them. I hereby retain Whiteman, Hamilton & Conklin, LLC, to represent me as set forth in this agreement.

DATED: _____

WHITEMAN, HAMILTON & CONKLIN, LLC

By: _____

DATED: _____