

ATTORNEY-CLIENT EMPLOYMENT AGREEMENT

Clients _____ (referred to as "Clients", "you", "our" or "us") retain the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., a Florida professional corporation, Pensacola, Florida, (referred to as "Levin Papantonio" or "Law Firm") to provide legal services to us in our claim for damages arising out of: _____

1. CONTINGENT FEE

For legal services performed, Clients agree to pay Law Firm fees and costs. The fees shall be paid as listed below out of the total amount recovered, whether by settlement or suit, which fee is determined on the total gross Client recovery before reduction of costs:

(i) If recovery occurs before the defendants file an answer to the complaint or demand appointment of arbitrators, the attorneys' fee will be: 33 1/3% of any recovery up to \$1 million; 30% of any portion of the recovery between \$1 million and \$2 million; and 20% of any portion of the recovery exceeding \$2 million.

OR

(ii) If recovery occurs after the defendants file an answer to the complaint or demand appointment of arbitrators, or after the time period for this action expires, the attorneys' fee will be: 40% of any recovery up to \$1 million; 30% of any portion of the recovery between \$1 million and \$2 million; and 20% of any portion of the recovery exceeding \$2 million.

OR

(iii) If all defendants admit liability at the time of filing their answers and request a trial only on damages, the attorneys' fee will be: 33 1/3% of any recovery up to \$1 million; 20% of any portion of the recovery between \$1 million and \$2 million; and 15% of any portion of the recovery exceeding \$2 million.

In addition to the fees noted above, an additional 5% of any gross recovery will be charged as fees if an appellate proceeding is filed or post-judgment relief is required for recovery on the judgment.

In the event a court awards attorneys' fees against the opposing side, the fees paid by the opposing side will be added to the gross recovery amount for the purpose of calculating the contingency fee to be paid by Clients.

This employment of Law Firm is on a contingent fee basis and unless a recovery is made there will be no obligation by Clients to pay attorneys' fees or costs.

2. COSTS

If a recovery is made, Clients are responsible to pay all expenses incurred by Law Firm in handling Clients' case, in addition to the attorneys' fees noted above, but in no event will Clients' responsibility for paying costs and fees exceed Clients' recovery.

Costs include but are not limited to: cash and non-cash expenditures for filing fees; subpoenas; depositions; witness fees; in-house and outside investigation services; expert witness fees;

medical records and reports; computer research; photographs; in-house and outside photocopies; facsimiles; long-distance calls; postage and overnight delivery charges; mediation fees; travel costs; in-house and outside media services; outside professional fees and costs for resolving medical liens, estate, guardianship, and bankruptcy matters; Medicare set-aside report preparation; and similar expenses incurred in performing legal services for Clients.

All costs advanced on behalf of clients shall bear interest at the prime rate as published by the Wall Street Journal at the time the cost is incurred until such time as the costs are paid.

In the event Clients make a recovery on a claim after representation has been discontinued (whether by withdrawal or discharge), Clients are responsible to pay costs incurred by Law Firm during representation, but only if the Clients ultimately recover.

3. ASSOCIATE COUNSEL

Clients approve the association of _____ as associate counsel and agree that the attorneys' fees discussed above will include fees paid associate counsel, which fees will be divided between Levin Papantonio and associate counsel based upon the contributions, work performed, referral relationship, and value added by each firm. Clients will pay no more in fees with the hiring of associate counsel than if Levin Papantonio alone represented Clients; however, Clients agree to pay costs incurred by associate counsel on Clients' behalf in the same manner as paying Levin Papantonio's costs. Levin Papantonio and associate counsel each will be responsible to represent Clients' interests, and each will be available to Clients for consultation. Associate counsel joining in the representation of Clients can do so by signing an addendum that is incorporated as part of this Agreement.

4. ARBITRATION

Disputes that might arise out of the services performed or failed to be performed under this Agreement (including fees, costs, duty, negligence, or other forms of action), whether involving Levin Papantonio, associate counsel, or any of their attorneys or staff, shall be resolved solely by arbitration pursuant to the Florida Arbitration Code (Fla. Stat. Ch. 682). The arbitration will be conducted by a panel of three arbitrators and each arbitrator shall be an actively practicing attorney in the state of Florida. Clients will select one arbitrator and Levin Papantonio will select one arbitrator, and the two arbitrators will select the third arbitrator. The powers and rulings of the arbitrators shall be determined by a majority of their number.

Florida law requires the following language as part of arbitration agreements. **NOTICE: This Agreement contains provisions requiring arbitration of disputes. Before you sign this Agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

5. RETENTION OF CLIENTS' FILE

Law Firm will retain Clients' file for six years after the case is completed. After six years, the entire file will be destroyed, and no portion will be available. Thus, it's Clients' responsibility to seek the return of any portion of the file desired immediately when the case is completed.

6. LEGAL CONSTRUCTION

If any provision, or portion thereof, contained in this Agreement is held invalid, illegal or unenforceable, such will not affect the validity or enforceability of any other provision or portion, which shall be construed as if such invalid, illegal or unenforceable provision was not contained. Similarly, if any provision or portion of this Agreement does not comply with the laws or rules of a state determined to control this Agreement, then this Agreement shall be modified to comply with the laws and rules of the controlling state in a manner best capable of maintaining the intent of this Agreement. Each party may sign a separate counterpart of this Agreement. All such counterparts, taken together, shall constitute one and the same instrument.

7. SEVEN DAY RIGHT TO CANCEL

Clients may cancel this Agreement by written notice to Law Firm within seven (7) days of the date this Agreement is signed, and if canceled Clients will not be required to pay any attorneys' fees.

8. RECOVERY & RECEIPT OF DOCUMENTS

Clients agree that Levin Papantonio may endorse and deposit into Levin Papantonio's Trust Account, for Clients' benefit, checks received in Clients' name. Clients also acknowledge they have received and read the attached Client Statement of Rights before signing this Agreement, and understand their rights.

**Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.**

Clients

By: _____

By: _____

Date: ____ day of _____, 2014

By: _____

Date: _____ day of _____, 2014

Associate Counsel

By: _____

Date: ____ day of _____, 2014