

## PRODUCTS LIABILITY RETAINER AGREEMENT

I. PARTIES – I/We, \_\_\_\_\_ individually, (hereinafter the “Clients”), retain the Law Offices of Paul S. Levin (hereinafter “Attorney”) to investigate and prosecute, if warranted, any products liability injury claim by me.

II. FEES – The Client(s) agree(s) that the Law Offices of Paul S. Levin shall receive fees of thirty-three and one-third percent (33-1/3%) of the total recovered, whether y way of settlement or award, before deduction of liens, costs and expenses.

The Client(s) authorize(s) the Law Offices of Paul S. Levin to deduct said fees, liens, costs and expenses out of monies received from said party or parties. If all or any part of the settlement or award is to paid in installments (a “structured settlement”), the fee shall be based upon the present cost of such settlement or award; all fees, liens, costs and expenses will be paid from the first monies received.

III. WAIVER – There is a statute which sets forth fee limits in contingent fee contracts which limits are set forth in attached Exhibit A. The law allows voluntary waiver of this statute. In view of the complex nature of this case, the serious and complex nature of the injury sustained, involvement of medical expert(s), the expertise of the Law Offices of Paul S. Levin in handling cases of this nature, and the agreement of the Law Offices of Paul S. Levin to represent the Client(s) in this case, and to advance the costs of suit as necessary, the Client(s) hereby knowingly waive(s) the statutory fee limits and agree(s) to a total contingent fee of one-third. In no event will the fee exceed thirty-three and one-third percent (33-1/3%).

I, THE CLIENT, UNDERSTAND THAT THE FEE SCHEDULE SET FORTH IN SECTION 52-251c OF THE CONNECTICUT GENERAL STATUTES LIMITS THE AMOUNT OF ATTORNEY’S FEES PAYABLE BY A CLAIMANT AND THAT THE STATUTE WAS INTENDED TO INCREASE THE PORTION OF THE JUDGMENT OR SETTLEMENT THAT WAS ACTUALLY RECEIVED BY A CLAIMANT, NOTWITHSTANDING THAT THE LEGISLATIVE INTENT IN ENACTING THAT FEE SCHEDULE WAS TO CONFER A BENEFIT ON A CLAIMANT LIKE MYSELF, I, THE CLAIMANT, KNOWINGLY AND VOLUNATRILY WAIVE THAT FEE SCHEDULE IN THIS CLAIM OR CIVIL ACTION.

I, the Client, also have the right to seek representation from another attorney who is willing to abide by the percentage limitations set forth in Exhibit A and Client has had sufficient time to review this fee agreement and seek other representation.

A copy of Statute 52-251c is attached and incorporated hereto and I have read the entire statute.

IV. COSTS AND EXPENSES – In addition to the fees as stated above, if there is no recovery, the Client(s) will not be responsible for out-of-pocket costs and disbursements, including, but not

limited to, Court and filing fees, Marshal’s costs, deposition transcripts, expert fees, Westlaw searches, medical research, photocopies, telephone calls, facsimiles, hand deliveries, postage, and all other costs in connection with the prosecution or settlement of this claim. These costs will be advanced on the Client(s) behalf by the Law Offices of Paul S. Levin. However, if there is a recovery, these costs and expenses will be reimbursed at the time of settlement or verdict. The Law Offices of Paul S. Levin is authorized to deduct any unpaid costs and expenses from any settlement or award after the legal fee has been deducted.

V. SERVICES - This fee agreement applies to all services rendered up to, and including, the award of damages by the trier of fact, but not to matters ancillary to the above claims, such as probate court proceedings, guardianships, post-trial motions, and appeals.

VI. Client understands Attorney will first investigate Client’s claim and Attorney may decline to pursue the claim or represent the client. If Attorney agrees to pursue the claim, there are no promises or guarantees as to the outcome or the amount of recovery.

VII. Client agrees to keep the Attorney advised of Client’s whereabouts, to cooperate in the preparation of the case and to be present on reasonable notice for any necessary appearances or depositions. This includes changes in address, telephone number, employment and medical condition.

VIII. Client acknowledges that the Attorney has made no representation as to what amount, if any, Client may recover in this case. This contract binds Client’s heirs, executors, administrators, successors and assignees, and any wards, minor or incompetents over whom the Client is guardian.

IX. Unless Client requests otherwise, the Attorney may utilize exhibits, documents and materials developed in this case as teaching and demonstration aids to lecturers and professional presentations.

X. Attorneys may associate with other lawyers in the handling of this claim. No greater attorney fees shall be charged the Client. In other words, Attorney may divide his attorney fees with other lawyers who may work on the case.

I have read this Contract and its agreement, have received a copy of it and agree to the terms and conditions. There are no other written or oral agreements between CLIENT and ATTORNEY.

\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Client Date

STATE OF CONNECTICUT )  
 ) ss.  
COUNTY OF )

Subscribed and sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court

My Commission Expires:  
\_\_\_\_\_

ATTORNEY

Law Offices of Paul S. Levin

\_\_\_\_\_  
Paul S. Levin

\_\_\_\_\_  
Date

**EXHIBIT A**

Connecticut General Statutes, Section 52-251C

33-1/3% of the first 4300,000.00

25% of the next \$300,000.00

20% of the next \$300,000.00

15% of the next \$300,000.00

10% of any amount in excess of \$1,200,000.00