

Appendix II

One Third Contingent Fee Agreement
with Waiver of Sliding Scale

_____, 2008

NAME OF CLIENT: _____

DATE OF INJURY: _____

**JACOBS, GRUDBERG, BELT, DOW & KATZ
P.C. ATTORNEY CONTINGENT FEE
AGREEMENT WITH WAIVER OF FEE
LIMITATION UNDER C.G.S. §52-251c**

In consideration of Jacobs, Grudberg, Belt, Dow & Katz P.C. representing me in this matter, I do hereby agree as follows:

1. To fully cooperate with my attorneys, including providing current information with regard to home and work telephone numbers, and current mailing address. In addition, I agree to promptly appear when advised for all court hearings, depositions, pretrial conferences, and to furnish all information and written documentation requested by my attorneys.

2. Attached to this agreement is a copy of Connecticut General Statute §52-251c entitled "Limitation on attorney contingency fees in personal injury, wrongful death and property damage actions." I am familiar with

the fact that said Statute limits the attorneys' fees in my case as follows: For a settlement or court judgment up to \$300,000.00, the fee shall be 33 1/3% of the first \$300,000.00 recovered plus the following schedule for any additional amount recovered:

First	additional
\$300,000.00.....	25%
Second	additional
\$300,000.00.....	20%
Third	Additional
\$300,000.00.....	15%
Additional amount	above
\$1,200,000.00.....	10%

However, with full knowledge of the provisions of §52-251c, I nevertheless wish to, and agree to waive said Statute, and hereby agree that the amount of the fee in this case shall be 33 1/3% of all damages awarded and received, or any settlement amount received, no matter what the amount. I hereby state that I understand my rights under the fee cap Statute and that I freely and voluntarily waive any rights under that Statute.

The reasons that I have agreed to waive the fee cap Statute are as follows:

- a. This case is substantially complex, and different from routine wrongful death or personally injury cases, and warrants a deviation from the statutory limits applicable to routine cases, because of the following:
 - 1. It involves complex factual medical or legal issues;

2. It involves very serious permanent injuries;

3. It is likely to require extensive discovery including multiple depositions;

4. It will require testimony of independent expert witnesses who have not been involved in my care and treatment and who were not part of any official investigation of this incident.

b. The attorneys at Jacobs, Grudberg, Belt, Dow & Katz P.C. have advised me as follows:

1. They have explained to me the statutory fee limits applicable to routine personal injury cases;

2. They have advised me they are not willing or able to handle this case pursuant to the statutory fee limits for routine personal injury cases due to the anticipated amount of attorney time and effort required, and the anticipated amount of costs required to be advanced;

3. They have advised me that I am free to seek representation by another attorney who is willing to handle the case pursuant to the statutory limits for routine personal injury cases.

c. The attorneys at Jacobs, Grudberg, Belt, Dow & Katz P.C. have allowed me a sufficient period of time to review this proposed contingency fee agreement, and, if I wish, seek representation by another attorney prior to entering into this agreement.

3. In addition, I agree to reimburse my attorneys for any expenses or disbursements made on my behalf, **but only out of proceeds recovered in this case.** Such expenses may include, but are not limited to, court fees, investigation expenses, sheriff's fees, depositions, court reporters and videographers fees, experts' reports and fees for testifying, medical and hospital reports and records, photocopies, necessary travel and meals, exhibits and demonstrative evidence. Expenses shall be deducted from the recovery in addition to the fee. **Nothing in this agreement shall cause me to have any personal liability for costs advanced in this case.**

In accordance with the requirements of Connecticut General Statutes §52-251c I hereby understand and agree as follows:

I 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 KNOWINGLY AND VOLUNTARILY WAIVE THAT FEE SCHEDULE IN THIS CLAIM OR CIVIL ACTION.

4. This agreement does not encompass the handling of an appeal either on my behalf or on behalf of any other party, of any judgment rendered in my case. It is understood that any agreement of Jacobs, Grudberg, Belt, Dow & Katz P.C. represent me on appeal shall be separate from this agreement.

5. Pursuant to this agreement Jacobs, Grudberg, Belt, Dow & Katz P.C. agrees to investigate my case to determine if I have a viable claim or cause of action against one or more of the potential defendants. If the Jacobs firm determines that I do not have a viable claim or cause of action, the firm will notify me in writing prior to the expiration of the applicable statute of limitations. If the Jacobs firm determines that I have a viable claim, the firm will pursue that claim to resolution by judgment or settlement.

Dated at _____,
Connecticut, this ____ day of _____, 2008.

[Client]

STATE OF CONNECTICUT:

SS: _____

COUNTY OF _____:

Before me personally appeared,
_____, who acknowledged his
(or her) signature on this contingent fee
agreement to be his (or her) free act and deed.

Notary Public/Commissioner of
Superior Court

Jacobs, Grudberg, Belt, Dow &
Katz P.C.

By _____

§ 52-251c. Limitation on attorney contingency fees in personal injury, wrongful death and property damage actions. Waiver of limitation by claimant.

(a) In any claim or civil action to recover damages resulting from personal injury, wrongful death or damage to property occurring on or after October 1, 1987, the attorney and the claimant may provide by contract, which contract shall comply with all applicable provisions of the rules of professional conduct governing attorneys adopted by the judges of the Superior Court, that the fee for the attorney shall be paid contingent upon, and as a percentage of: (1) Damages awarded and received by the claimant; or (2) the settlement amount received pursuant to a settlement agreement.

(b) In any such contingency fee agreement such fee shall be the exclusive method for payment of the attorney by the claimant and shall not exceed an amount equal to a percentage of the damages awarded and received by the claimant or of the settlement amount received by the claimant as follows: (1) Thirty-three and one-third per cent of the first three hundred thousand dollars; (2) twenty-five per cent of the next three hundred thousand dollars; (3) twenty per cent of the next three hundred thousand dollars; (4) fifteen per cent of the next three hundred thousand dollars; and (5) ten per cent of any amount which exceeds one million two hundred thousand dollars.

(c) Notwithstanding the provisions of subsection (b) of this section, a claimant may waive the percentage limitations of said subsection if the claim or civil action is so substantially complex, unique or

different from other wrongful death, personal injury or property damage claims or civil actions as to warrant a deviation from such percentage limitations. Factors that may indicate that a claim or civil action is substantially complex, unique or different from other wrongful death, personal injury or property damage claims or civil actions include, but are not limited to, if the claim or civil action (1) involves complex factual medical or legal issues, (2) involves serious permanent personal injury or death, (3) is likely to require extensive investigation and discovery proceedings, including multiple depositions, or (4) requires independent expert witness testimony. For the purposes of this subsection, "independent expert witness testimony" means testimony, whether at trial or in a deposition, from an expert who has not participated in the care of the claimant and has not participated in any official investigation of the incident involved.

(d) Prior to a claimant entering into a contingency fee agreement that provides for a fee that exceeds the percentage limitations of subsection (b) of this section, the attorney shall (1) explain the percentage limitations of subsection (b) of this section to the claimant and the reasons the attorney is unable to abide by those limitations; (2) advise the claimant of the claimant's right to seek representation by another attorney willing to abide by the percentage limitations of subsection (b) of this section; and (3) allow the claimant a sufficient period of time to review the proposed contingency fee agreement and, if the claimant wishes, seek representation by another attorney prior to entering into such agreement.

(e) No waiver of the percentage limitations of subsection (b) of this section shall be valid unless the contingency fee agreement (1) is in writing, (2) sets forth in full the fee schedule of subsection (b) of

this section, (3) contains a conspicuous statement, printed in boldface type at least twelve points in size, in substantially the following form: "I 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 KNOWINGLY AND VOLUNTARILY WAIVE THAT FEE SCHEDULE IN THIS CLAIM OR CIVIL ACTION.", and (4) is signed and acknowledged by the claimant before a notary public or other person authorized to take acknowledgments.

(f) If a claimant waives the percentage limitations of subsection (b) of this section pursuant to this section, in no event shall (1) the total fee under the contingency fee agreement exceed thirty-three and one-third per cent of the damages awarded and received by the claimant or of the settlement amount received by the claimant, and (2) the claimant be required to repay any costs that the attorney incurred in investigating and prosecuting the claim or civil action if there is no recovery.

(g) No fee shall be payable to any attorney who seeks a fee that exceeds the percentage limitations of subsection (b) of this section unless the claimant has waived such limitations pursuant to this section and the contingency fee agreement complies with the requirements of subsection (e) of this section.

(h) For the purposes of this section, "damages awarded and received" means in a civil action in

which final judgment is entered, that amount of the judgment or amended judgment entered by the court that is received by the claimant; "settlement amount received" means in a claim or civil action in which no final judgment is entered, the amount received by the claimant pursuant to a settlement agreement; and "fee" shall not include disbursements or costs incurred in connection with the prosecution or settlement of the claim or civil action, other than ordinary office overhead and expense.

General Statutes of Connecticut, Revised to January 1, 2007

About the Authors and their Firm

Jonathan Katz is president of Jacobs, Grudberg, Belt, Dow & Katz P.C., a firm of 14 trial lawyers in New Haven, Connecticut. He has litigated personal injury and medical malpractice claims on behalf of injured people for many years, and is listed in “The Best Lawyers in America” and at superlawyer.com. Charles Douthat is a member of the firm who represents clients seriously or catastrophically injured by medical malpractice or negligence. Jacobs, Grudberg, Belt, Dow & Katz P.C. is a firm of trial lawyers with offices at 350 Orange Street, New Haven, Connecticut. Other lawyers in the firm include Howard A. Jacobs, Ira B. Grudberg, David L. Belt, William F. Dow, III, David T. Grudberg, Bernard Christianson, Rosemarie Paine, Joseph J. Packtor, Edward McManus, Anthony Sutton, Allison Near, and Trisha M. Morris. They are supported by a staff of legal secretaries, paralegals and other paraprofessionals. The firm’s practice is exclusively civil and criminal litigation, including trials in all state and Federal courts in Connecticut and appeals to state and Federal appellate courts. The firm is listed in “The Bar Register of Preeminent Lawyers” in several categories including civil trial practice and personal injury law.

Jonathan, Charles and their colleagues in the firm have been active personal injury and medical malpractice lawyers in Connecticut for over sixty years. Their firm has handled nearly every type of injury case, from dog bites to catastrophic medical malpractice lawsuits, from rear end collisions to complex product liability actions, from neck sprains to life-changing burns, quadriplegia, electrocution and wrongful death.

As a firm, Jacobs, Grudberg, Belt, Dow & Katz P.C. has long been rated AV, the highest possible rating for professional excellence and ethical standards, by Martindale-Hubbell. It’s listed in Martindale’s Bar Register of Preeminent Attorneys. Six of its lawyers are listed in “The Best Lawyers in America.” Seven of its lawyers are listed in “SuperLawyers.” Members of the firm teach other lawyers in law schools, seminars, and Continuing Legal Education programs. Its lawyers have secured settlements or verdicts for thousands of injured clients. To learn more about Jonathan, Charles and their firm, go to the firm website (jacobslaw.com) or visit their offices in person at 350 Orange Street in New Haven.

To consult an experienced lawyer about your injury claim, call the firm at (203)772-3100 for a free, confidential consultation. You may also contact either Charles or Jonathan by email. Charles’ address is cdouthat@jacobslaw.com . Jonathan’s address is jkatz@jacobslaw.com .