

**LAW OFFICE OF
GEORGE R. BREZINA, JR., P.A.**

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client(s), arrange a Contingency Fee Agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client(s), have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage, as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days of signing the contract. You may cancel the contract without any reason, if you notify your lawyer in writing within (3) business days of signing the contract. If you withdraw from the contract within the first (3) days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. But, if your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain Court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client(s), have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience in dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge, and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the Contingency Fee Agreement.

5. If your lawyer intends to refer a case to another lawyer or consult with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later

decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client(s), also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client(s), have the right to know in advance, how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give reasonable estimates about future costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide after consulting with your lawyer how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client(s), have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client(s), have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details for the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every law firm working on your case sign this closing statement.

9. You, the client(s), have the right to ask your lawyer, at reasonable intervals, how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client(s), have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If, at any time, you, the client(s), believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

ARCHIVE OF ORIGINAL FILE

The original file, regardless of the outcome of the claim(s), will be stored/archived for a maximum of seven years. After that time, your entire file will be shredded, inclusive of all original and any and all copies of: Pleadings; demand letters/packages; medical records/bills; accident report; X-Rays; MRI films; photos; recorded statements, etc. If you wish to obtain your file prior to its being destroyed, please contact this office IN WRITING with specific instruction regarding your file pickup or delivery. Any and all expenses regarding or related to your file pickup or delivery must be prepaid.

CONFLICT OF INTEREST

This notice is written pursuant to Florida Bar Rule 4-1.8(g) to advise you that the above referenced claim may involve certain conflicts of interest with this office's representation on your behalf. Specifically, conflicts of interest may arise in the event that multiple parties are seeking limited amounts of coverage; negotiations with medical providers and/or clinics referred by or through this office; disputes arising regarding liability and/or shared liability and/or comparative fault/negligence; settlement negotiations with other third parties including, but not limited to, hospitals, ambulances, LOPs (Letters of Protection) issued to third parties; as well as between spouses. Please be fully advised that your execution of the attached Contingency Fee Agreement as well as the Statement of Client's Rights shall acknowledge your notice of possible conflicts of interest which may arise during your representation by this office as well as your waiver and release of any claims against The Law Office of George R. Brezina, Jr., P.A., its agents, and/or employees arising from same.



Law Offices of
George R. Brezina, Jr., P.A.
Attorney & Counselor at Law

George R. Brezina, Jr., Esquire*

*Certified Circuit Court Mediator
 BV Distinguished Rating
 deceased

Marla E. Chavernay, Esquire

*Probate and Estates
 Personal Injury/Litigation*

I HAVE RECEIVED A TRUE COPY OF THE STATEMENT OF CLIENT'S RIGHTS DATED
 THIS **THE** _____ **DAY OF** _____, 20____.

SIGNATURE

PRINT NAME

By: _____
 Law Office of George R. Brezina, Jr., P.A.
 Attorney at Law



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