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**AUTHORITY TO REPRESENT**

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*(The singular shall include the plural as context requires)*

The undersigned client, hereby retains and employs **Douglas S. Lyons, P.A.; Lyons & Farrar, P.A.; Howard and Associates, P.A. and The Law Office of Samuel T. Adams** as my Attorneys to represent me in any claims against **BP, Transocean, Halliburton, Anadarko, Hyundai, Cameron, Mitsui, et al.**, and any other person, firm or corporation my said Attorneys deem in their sole discretion are responsible for damages suffered and arising out of an oil spill that occurred on April 20, 2010, when the Deepwater Horizon exploded and sank in the Gulf of Mexico.

I authorize my Attorneys to file on my behalf claims and/or lawsuits arising out of common law, maritime law, and/or State or Federal statutory rights against **BP, Transocean, Halliburton, Anadarko, Hyundai, Cameron, et al.**, on my behalf with any claims fund which may be established by BP or any other responsible party (including the Gulf Coast Claims Facility and/or any fund administered by the United States government and/or Ken Feinberg), and, if advisable, in my Attorneys' sole discretion, to file suit either individually or as part of a class action, in either State or Federal court or both.

My Attorneys have not been retained to bring any claim for or to file suit on account of any claims for bodily injury on behalf of Client and have not agreed to do so.

**COSTS**

If my Attorneys advance funds on my behalf in representation of me, they are entitled to be reimbursed from any recovery from Defendants, for such amounts as they have reasonably advanced

on my behalf, as follows:

1. Common Costs (experts we have retained to build our cases, theories and economic models generally which all clients will benefit from, general travel costs and related expenses that all clients benefit from such as attending Multi-District Litigation (MDL) and other hearings, depositions, Feinberg and GCCF presentations, co-counsel meetings and meetings of BP Work Groups, Joint Prosecution Groups, and Steering Committee meetings to discuss strategy and presentation generally, long distance telephone charges, expense of scanning documents, faxes, registered mail, postage, deposition costs that will benefit all clients generally, and other costs and expenses related to the cases generally that are not related to a particular claim or case):

0 - \$100,000.00	2.5%
\$100,000.01 - \$200,000.00	2.0%
\$200,000.01 - \$300,000.00	1.5%
\$300,000.01 +	1.0%

2. Particularized Costs (court costs, copies, printing, scanning, appraisals, economic reports, accounting, express mail, certified mail, expert witness fees and expenses, and other expenses relating to a particular claim or case, including costs of investigation and litigation).

I further understand I will not have to advance any costs, fees, or retainers for my actions against Defendants.

## FEES

### A. Fund Payments.

#### 1. Interim/advance payments.

As compensation for their services in obtaining any interim or advance payments from BP or the Gulf Coast Claims Facility administered by Ken Feinberg ("The Fund"), I agree to pay my said Attorneys, 20% of the gross amount up to \$500,000.00, and 25% of the gross amount in excess of \$500,000.00 of any such interim or advance payment, plus costs as set forth in this Agreement.

#### 2. Final Payment.

As compensation for their services my Attorneys shall be entitled to receive 20% of the gross amount up to \$500,000.00 and 25% of the gross amount in excess of \$500,000.00 of any future, final, or lump sum settlement payments from BP or The Fund, plus costs as set forth in this Agreement.

B. Civil Suit. If a civil action is filed or any recovery is made other than as set forth above, my Attorneys shall be entitled to receive as compensation for their services 33 1/3% of the gross amount of any such recovery or compensation for loss or damages from any Defendant or source of recovery, plus an additional 5% of the gross amount of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

**C. Court Awarded Fee.** It is further agreed and understood that, should the court award any fee in this action, my said Attorneys are entitled to the greater of the following:

1. The fee awarded by the court;
2. The fee under this agreement;
3. The contingent percentage under this agreement applied to the total recovery plus the court awarded attorneys' fees. In other words, the fee arrived at by taking the total attorneys' fees awarded by the court, adding to it the judgment or settlement and applying the contingent percentage for attorneys' fees to that sum.

It is agreed and understood that this employment is on a contingency fee basis and, if no recovery or savings is made, I will not be indebted to my Attorneys for any sums whatsoever as attorneys' fees or costs.

I authorize my attorneys to endorse any checks made payable to me to avoid any delay in processing my recovery.

#### **WITHDRAWAL/DISCHARGE**

It is agreed and understood that if my said Attorneys in their sole discretion should at any time not want to proceed further with the prosecution of this claim, then they may withdraw as counsel and they are free from any further obligations under this agreement.

In the event my aforesaid Attorneys are discharged from representation of me on the above claims or withdraw for just cause, the costs incurred or forwarded by them on my behalf shall constitute a lien on Client's claim and any recovery thereon from any source. Compensation for my Attorneys' time devoted to the handling of my claim shall constitute a lien on any recovery on said claim which shall be discharged from any further settlement or judgment on my said claim prior to any disbursement of any proceeds from that settlement or judgment.

In the event my aforesaid Attorneys withdraw from representation of me on the above claims without just cause the costs incurred or forwarded on my behalf shall constitute a lien on any recovery on said claims which shall be discharged from any further settlement or judgment on my said claim prior to any disbursement of any proceeds from that settlement or judgment.

In the event that costs are not recovered by settlement or judgment, I am not responsible for costs.

#### **SEPARATE CLAIM**

It is agreed and understood that should my Attorneys be required to file a separate claim in an effort to effect recovery in my claim for damages, and should they be awarded attorneys' fees by the court as a consequence of that claim, said attorneys' fees will be considered separate from the amount of fees my said Attorneys are entitled to as set forth above in this agreement.

**DIVISION OF FEES**

I understand that there may be a division of fees between lawyers who are not in the same firm.

I understand that my counsel in their sole discretion shall determine among themselves how to allocate their fees, and I hereby authorize and agree to their division of the fee in any manner they deem to be fair and reasonable. I understand that circumstances may alter their proportionate share of the fees. My Attorneys agree to provide me with information concerning their division of fees upon request.

I understand and agree that each law firm assumes joint legal responsibility for my representation and agrees to be available for consultation with me.

**CANCELLATION**

This contract may be canceled by written notification to the Attorneys at any time within (3) business days of the date the contract was signed, as shown below, and if canceled the client shall not be obligated to pay any fees to the Attorneys for the work performed during that time. If the Attorneys have advanced funds to others in representation of the client, the Attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

<i>Print or Type Name:</i>	<i>Client Signature</i>
SS#: _____	DATE OF BIRTH: _____
ADDRESS: _____ _____	PHONE #: _____ _____
E-MAIL: _____	
<b>ATTORNEY</b>	<b>ATTORNEY</b>

**\*PLEASE PROVIDE THE CLAIM NUMBER AND ID NUMBER IF YOU HAVE ALREADY FILED A CLAIM WITH EITHER BP OR GCCF. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN A DELAY IN YOUR CLAIM BEING PROCESSED.**

BP or GCCF Claim #: \_\_\_\_\_

I.D. #: \_\_\_\_\_