

**POWER OF ATTORNEY  
CONTINGENT FEE AGREEMENT  
FOREIGN ASBESTOS CASE**

**I/WE THE UNDERSIGNED, DO HEREBY EMPLOY AND RETAIN THE LAW OFFICES OF MITCHELL S. COHEN (hereinafter the law firm):**

- 1. To investigate and evaluate our possible claim or claims against any entities who may be liable for the injuries (if any) suffered by us and our family as a result of exposure by \_\_\_\_\_ to asbestos-containing materials.**
  
- 2. Thereafter if law firm agrees to pursue this claim after investigation and evaluation, I/we employ and retain the law firm to represent my/our interests in any such claim in all trial proceedings related to the claims referenced above. After the investigation, the law firm shall have the right to withdraw and cancel this Agreement.**

**I/we empower the law firm to take all steps in said matter deemed by them to be advisable, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary.**

**I/we agree to pay the law firm an attorney fee equal to Twenty-five, (25%), of any settlement, verdict, or recovery obtained in our case for their legal services performed in all pretrial and trial proceedings related to the claims referenced above, as it relates to the Johns-Manville Company or the Trust created by the bankruptcy of the company.**

**I/we agree to pay the law firm an attorney fee equal to Thirty-Three and One-Third (33 1/3%), of any settlement, verdict, or recovery obtained in our case for their legal services performed in all pretrial and trial proceedings related to the claims referenced above, as it relates to any other company or Trust other than Johns-Manville Company or the Trust created by the bankruptcy of the company.**

**I/we understand that during the term of representation our attorneys will advance expenses incurred on my/our behalf in this action including, but not limited to, filing fees, service of process fees, medical records fees, court reporter expenses, investigation expenses, photographs and photo-reproduction expenses and reasonable travel expenses, but that those expenses will be deducted from my settlement, and I/we will be responsible for all such expenses of litigation.**

**I/we agree that the attorney fees will be deducted from the net settlement. This means that the expenses which have been advanced will be deducted from the gross settlement and then the attorney fees shall be deducted. I understand that this will allow me to recover more money and was a decision made by my attorneys in my interest.**

**I/we understand that my/our suit may be handled as a part of a larger number of cases, which may be aggregated for settlement and/or trial preparation. I/we authorize the law firm and its attorneys to enter into aggregate settlement negotiations, and to disclose the amount of our proposed settlement, the nature of our damages, and other factors relevant to evaluation of settlement values to other clients whose cases are**

included in the aggregate of cases.

I/we also understand that certain expenses will be incurred in a joint effort to handle all cases. I/we authorize the law firm and its attorneys to prorate expenses among all the cases in the group. I/we specifically authorize the law firm to associate with any other law firm in any other jurisdiction to work with them on our case. I/we understand that this will result in no additional fee and that the attorney fee paid to the law firm will be distributed between plaintiffs) and any associated law firms in whatever fashion the law firms should agree.

I/we hereby acknowledge receipt of a duplicate copy hereof.

Should no money be recovered by suit or settlement, the law firm and its attorneys have no claim of any kind for services rendered. I/we would have no obligation to pay any costs incurred by the law firm and I/we would have no obligation to pay the lawyers for any legal fees if no money is collected.

Dated: \_\_\_\_\_

**Injured Party**

**Spouse or Estate Representative**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

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SIGNATURE

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