

ECONOMIC RECOVERY GROUP
AUTHORITY TO REPRESENT - CO-COUNSEL AGREEMENT

I, on behalf of myself and/or my Company(ies), hereby retain **Economic Recovery Group, LLC** and **Shestokas and Associates**, its co-counsel, (hereinafter "ERG" collectively), to investigate, evaluate and pursue any and all claims that the undersigned may have against BP, Halliburton, or Transocean arising out of the April 20, 2010 Deepwater Horizon Spill and its aftermath.

A) Retention of ERG as legal counsel to pursue claim(s):

I understand that by executing this Authority to Represent agreement (hereinafter "Agreement"), ERG will immediately undertake to determine if valid and pursuable claim(s) exist, and that ERG will act as my legal counsel to pursue any such valid claim(s) that may be determined by them to be of merit.

I acknowledge in signing this Agreement that neither ERG, its co-counsel, nor any of its employees, marketing professionals, agents, or investigators, have made any guarantees or assurances of any kind regarding the likelihood of success of any claim(s) that may exist or potential value of same. Rather, I understand that the investigation and evaluation of any potential claim(s) requires significant analysis, and that they will undertake same on my behalf per this Agreement to determine what claim(s) may exist.

I authorize ERG to take all steps deemed necessary to investigate and evaluate any potential claim(s) that may exist, and acknowledge that I understand that this may include hiring investigators, accountants, financial forensic experts, and/or other attorneys and professionals as may be required.

I also specifically authorize and provide ERG, as my legal counsel, with power of attorney with respect to any valid claim(s) I may have. I understand that under the Deepwater Horizon Court-supervised Settlement Program that this power of attorney allows ERG, and the attorneys of said firm, to sign on my behalf the necessary claim documents or submittals for myself and/or my company(ies), whether online or on a hard copy, as is required by the Settlement Program for any valid claim(s) that may exist. This power of attorney is limited solely to the retention of ERG under this Authority to Represent, and, I understand it will only be used to submit valid claim(s) on my behalf once determined by ERG or as needed for the pursuit of any valid claim(s) that may exist arising out of the Deepwater Horizon Incident.

B) Attorneys' Fees to be paid for ERG's legal services in the event of a successful claim(s):

I will pay ERG reasonable attorneys' fees ("Fees") for their representation, and agree to pay such Fees as set forth below out of the total amount recovered and calculated on the total gross recovery before reduction of costs and expenditures on any claims successfully pursued:

- (i) **25% of any recovery;** and
- (ii) **5% should be there an appeal during the claims process.**

I acknowledge that I understand that if no recovery is made, I will not owe ERG any Fees.

I acknowledge and understand that the total fee of 25% outlined above to be paid to ERG, who will be acting on my behalf, specifically Economic Recovery Group, LLC and Shestokas and Associates. I further understand that ERG shall receive 75% of the total fee and Shestokas and Associates shall receive 25% of the total fee. **There will be no other Fees above the total fee of 25% as outlined herein per this Agreement.**

C) Costs that will be payable in the event of a successful claim(s):

I acknowledge that ERG will advance all costs incurred in investigating, evaluating and pursuing any valid claim(s).

I understand that there are costs associated with gathering materials as part of investigating if a claim(s) exist, and agree to pay a **Five Hundred Dollar (\$500.00) Document Collection and Processing Fee** from the proceeds of any claim that is successfully pursued. If, after investigation and evaluation, no claim exists, ERG terminates their representation, or no monetary recovery is ever collected upon, then, I understand that ERG will not seek repayment of said Five Hundred Dollar (\$500.00) Document Collection and Processing Fee, even though I understand I would otherwise be legally obligated to pay same.

I further understand that there are likely to be other Costs associated with the pursuit of any potential claim(s), specifically specialized accounting services as needed to facilitate the final submittal of any valid claim(s), and agree to reimburse ERG for same from the proceeds of any claim that is successfully pursued. However, I also understand that ERG will seek reimbursement of any said accounting service costs as is specifically provided for by the Deepwater Horizon Court-supervised Settlement Program, to the extent permitted. Like above, if no claim exists, ERG terminates their representation, or no monetary award is ever collected upon, then, I understand that ERG will not seek repayment of said Costs reasonably incurred for which I would otherwise be legally obligated to pay.

I acknowledge that the above Costs will be deducted from my share of any recovery on any successfully pursued claim after all Fees are calculated and deducted. **I understand that no reimbursement will be sought for Costs if no claim exists or no recovery is made.**

D) Client Authorization to release of tax and financial records as required:

I understand that in order for ERG to be able to investigate, evaluate and pursue any and all claim(s) that may exist arising out of the April 20, 2010 Deepwater Horizon Spill and its aftermath, that it will be necessary to provide them various financial and tax records, including personal and business records, as may be applicable. **I understand all of my financial information will be kept STRICTLY CONFIDENTIAL by ERG, and only used by them as my legal counsel to the extent necessary to pursue any potential claim(s) that may exist.**

I also specifically authorize ERG, by signing below, to contact my current spouse, accountant(s), business manager(s), or other person(s) who may reasonably have the information or documents necessary for ERG to investigate, evaluate and pursue any claim(s) that may exist. By signing below, I also acknowledge my request to counsel to gather said materials for my benefit, and specifically affirm my instruction to direct such person(s) or entity(ies) to release such information to ERG. Consistent with same, I acknowledge that I have signed an "**Authorization for Release of Financial Records to ERG**" as of the signing of this Agreement.

E) Approval of any settlement by client:

I understand that ERG will submit or otherwise pursue any valid claim(s) that exist, and that they will immediately advise of any settlement offer or determination of claim that may be made as part of their efforts, and, that I as the client have absolute final authority to accept or reject any final settlement offer that is made in full and final resolution of any claim(s). I acknowledge that in the event I agree to a settlement that I will pay Fees and Costs as addressed above, and will need to execute documents that will fully and finally resolve any claim(s) I may have as part of reaching a binding settlement or resolution.

F) Client's right to terminate within three (3) days:

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

Thereafter, if the client terminates ERG’s representation prior to the full conclusion of ERG’s services under this Agreement, I understand ERG will have a claim for Fees as described in Paragraph B above and Costs as described in Paragraph C above. Such Fees and Costs will be due upon the successful resolution of any claim(s) that were covered by this Agreement. I grant ERG a charging lien on the proceeds of any recovery on my claim(s) and authorize ERG to give notice to any person(s) or entity(ies) as necessary to enforce this lien.

G) Promise to keep ERG informed of client contact information and improper contacts by other parties:

I understand that it is important that ERG know how to contact me, and that to effectively provide me representation I must be accessible and responsive to requests for information when needed. Accordingly, I promise to notify ERG immediately if my telephone number(s), street address, mailing address or email address changes. Also, should any other persons or attorneys contact me regarding my claim(s), I understand that as a represented party I am to direct them to contact ERG directly, and that I should advise ERG immediately.

H) Confirmation of receipt of The Statement of Client’s Rights:

The undersigned client has, before signing this Agreement, received and read “**The Statement of Client’s Rights**” and understands each of the rights set forth therein. Additionally, I acknowledge that I have signed the Statement as of signing this Agreement, and a copy of same is to be retained by ERG consistent with the copy reviewed and signed by me.

If any term or provision of this legally binding contract is declared or determined by any court to be illegal or invalid, such part shall be excluded from this contract, but the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected. This Agreement constitutes the complete and exclusive statement of the agreement between ERG and me regarding any claim(s), and supersedes any and all prior agreement(s), express or implied, oral or written, between us with respect thereto. This Agreement cannot be modified except in a writing signed by each party to this Agreement.

This Agreement will become effective when received by an authorized representative of ERG and I have signed below. I have read and understand this contract and agree to same consistent with the above terms as memorialized hereto.

Company Client(s)/ Individual Client (one or both as applicable)

Signature of Authorized Representative(s) or Person (as applicable)

Date

Name (please print)

Email

Phone Number

Cell Number

Mailing Address

ONCE SIGNED, PLEASE SCAN AND EMAIL BACK TO NEWCLIENT@ERGLAWFIRM.COM.

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

LAWYER QUALIFICATIONS

Before hiring a lawyer, you, the client, 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 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.

FEES FOR SERVICES

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, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

FEE SHARING

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 contract.

CANCELLATION

Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. 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.

CASE REFERRAL

If your lawyer intends to refer your case to another lawyer or counsel 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, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

PROGRESS INQUIRIES

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

COSTS

You, the client, have the right to know in advance how you will need to pay the expenses and 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 a reasonable estimate about future necessary 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.

SETTLEMENT OFFERS

You, the client, have the right to make a 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.

YOUR LIABILITY

You, the client, have the right to be told by your lawyer about the 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 attorneys' fees to the other side.

CLOSING STATEMENT

You, the client, 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 of 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 lawyer or law firm working on your case sign this Closing Statement.

FEE DISPUTES

If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, 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 (850) 561-5600 or (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, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

CLIENT NAME

CLIENT SIGNATURE

DATE



CLIENT AUTHORIZATION FOR RELEASE OF FINANCIAL AND TAX RECORDS TO ERG

This authorizes you to furnish my retained legal counsel, Economic Recovery Group, LLC (hereinafter "ERG") with any financial records, tax records, or similar materials, as it deems necessary, for investigating, evaluating and pursuing any and all claims I or my company(ies) may have arising out of the April 20, 2010 Deepwater Horizon Spill and its aftermath.

Let this acknowledge that I have signed this Authorization to facilitate the expedient evaluation and prosecution of any valid claims that may exist, and that I am hereby requesting your full cooperation with ERG.

Of course, this Authorization is limited to requests made by ERG and its authorized agents, and you are not otherwise authorized to disclose information to any other person without written authority to do so.

ERG will be responsible for maintaining the CONFIDENTIALITY of any materials provided, and will only use or submit such materials to third- parties as is necessary to pursue any valid claim(s) that exist arising out of the April 20, 2010 Deepwater Horizon Spill and its aftermath.

I appreciate your cooperation.

SIGNATURE

PRINT NAME

DATE



CLIENT INFORMATION SHEET

I. Your Contact Information

Name _____

Address _____

Work Phone _____

Cell Phone _____

Email _____

II. Business Ownership Information (as applicable)

What's the name of your business(es)? _____

Was(Were) your business(es) incorporated as of April 20, 2010? _____

If so, when did you start your business(es)? _____

Is(Are) your business(es) still in existence? _____

If not, when did your business(es) stop operating? _____

Address of business(es) _____

Phone(s) _____

Website(s) _____

III. Employment History if applicable (if not a business owner)

How were you employed between May 2010 and December 2010?

Employer Name _____

Employee Address _____

Employer Phone _____

Dates of Employment _____

Position _____

IV. Financial Information Contact

Who is the best person, if not you, to provide us with financial information about you or your company(ies)?

(Example: Accountant, Spouse, CFO of company)

Name _____

Address _____

Phone _____

Email(s) _____