

**ILLINOIS WORKERS' COMPENSATION COMMISSION
ATTORNEY REPRESENTATION AGREEMENT**

Case # _____ WC _____

Employee/Petitioner

v.

Employer/Respondent

I, _____, "client," retain _____, "attorney," to prosecute and/or settle any disputed claims for benefits under the Illinois Workers' Compensation Act or Occupational Diseases Act against _____, "employer," for injuries arising out of and in the course of employment of _____ on _____.

If the client has received a written offer from the employer or its agent to pay a specific amount of compensation for any permanent disability caused by these injuries, the client has given the attorney a copy. The client and attorney each have a copy of that agreement, signed by both of them.

In return for representation before the Commission, the client agrees to pay the attorney a sum of money equal to:

- A. 1. _____ % of any amount received in excess of the written offer, if any, or _____ % (not to exceed 20%) of the total amount received for compensation for permanent disability caused by the accident, whichever is less; provided, however, if the compensation received for permanent disability does not exceed the written offer, the attorney shall receive no fee for permanent disability; or
2. \$ _____ (not to exceed \$100) if the respondent does not dispute its liability, the proper amount is paid timely, the client does not receive more than that specified by law, and the accident resulted in any of the following: death of the employee; amputation of one or more fingers, toes, or body parts; removal of a testicle; enucleation or 100% loss of vision in an eye; fracture of one or more vertebra, spinous or transverse process, or facial bones; fracture of a skull; removal of a kidney, spleen, or lung; and
- B. _____ % (not to exceed 20%) of any compensation for temporary total disability that the employer refused to pay in a timely manner or in the proper amount; and
- C. _____ % (not to exceed 20%) of all disputed medical bills; and
- D. In addition to the above, all costs and expenses of advocating the above claims.

No settlement shall be made without the consent of the client. There will be no charge unless recovery is made.

If the client terminates this agreement before recovery, the client will pay the attorney a reasonable fee, as determined by the Workers' Compensation Commission, from the subsequent recovery (not to exceed the amounts listed in A-C above) plus any unpaid expenses related to advocating the claim up to the date the agreement ended.

This agreement is governed by the Illinois Workers' Compensation Act, Section 16a, particularly in regard to the limitation of attorneys' fees in death, permanent total disability, and permanent partial disability cases.

The attorney states that he or she has explained each provision of this agreement to the client. The client states that he or she has read and understands this agreement, and has received a copy of this agreement on _____.

Signature of client

Signature of attorney

Name of client (please print)

Name of attorney and IC code number (please print)

Street address

Name of law firm

City State Zip code

Firm's address