

Pennsylvania Federation of Injured Workers Panel Attorney Agreement

I _____, do agree to have my law firm, name, address, and phone number listed as a Panel Attorney that will represent injured workers of the Pennsylvania Federation of Injured Workers, _____ Chapter.

I certify that:

1. I am an attorney, admitted to practice law by the Pennsylvania Supreme Court on the ____ day of _____, _____ and I am presently an attorney in good standing in the Commonwealth of Pennsylvania.
2. All attorneys of my law firm that will represent injured workers upon referral from the PFIW are admitted to practice law by the Pennsylvania Supreme Court and presently remain attorneys in good standing in the Commonwealth of Pennsylvania.
3. All attorneys of my law firm that will be representing injured workers upon referral from the PFIW dedicate at least ninety-five percent (95%) of their individual respective case loads to representing injured workers in workers' compensation claims in Pennsylvania; and this has been the case for each of the past five (5) consecutive years for said attorneys.
4. I and my law firm forward litigation costs on behalf of our injured worker clients in most cases.
5. I and my law firm, do not represent any insurance companies or self-insured employers in the defense of workers' compensation claims; nor do either I, or my law firm, represent insurance companies in the defense of any other types of liability claims, including but not limited to motor vehicle accident defense, medical malpractice defense, or premises liability defense. This has been the case for each of the past five (5) consecutive years.
6. For each of the past five (5) consecutive years, all attorneys of my law firm that will be representing injured workers upon referral from the PFIW have attended continuing legal education course work and received credit where at least five (5) hours of the same were devoted to the subject of Pennsylvania workers' compensation law.
7. For my law firm to continue to be eligible as a member of this Panel of Attorneys, my law firm will continue to maintain all of the above, and I acknowledge my responsibility to advise the PFIW in writing should any of the above change while my law firm is listed as a member of this Panel of Attorneys.

As a member of the Pennsylvania Federation of Injured Workers Panel of Attorneys for
_____ Chapter I will agree that:

1. I will mail a letter [enclosing a PFIW brochure and membership form] to all of my present injured worker clients and all of my future injured worker clients, and explain to them the benefits of becoming a member of the PFIW.
2. In cases where a brief letter or telephone call is all that is required to assist an injured worker referred by the PFIW in obtaining his/her wage loss compensation benefits or payment of medical bills, there will be no charge for the same.
3. If formal representation is necessary, any attorney's fee charged will be a contingent fee of not more than twenty percent (20%) of the amount recovered, with the understanding that the attorney's fee shall not be deducted from future benefits for more than two hundred and fifty (250) weeks following the date of the final order in the workers' compensation claim.
4. In the event the claim is settled for a lump sum by Compromise and Release Agreement or otherwise, the attorney's fee shall be limited to fifteen percent (15 %) of the gross recovery.
5. With regard to all injured workers referred to my law firm by the PFIW as potential cases, my law firm will carefully review all cases, and if a decision is made by my law firm to not undertake representation of a referred injured worker, my law firm will notify the injured worker and the PFIW of this decision as soon as possible.
6. I will attend a Chapter meeting, up to two (2) times per year, upon request by the Chapter President to discuss workers' compensation with PFIW members, potential PFIW members, and other PFIW panel attorneys.
7. I will financially support the Chapter for which I am a panel attorney, for one year, for three hundred dollars (\$300.00). *The financial support will be submitted to that particular Chapter when this agreement is submitted.*

Signed,

Attorney Signature

Chapter President

Date

Date