

## ENBRIDGE ENERGY PIPELINE OIL SPILL DATA SHEET

Please take a few minutes to complete the survey below relating to the Enbridge Energy pipeline oil spill.

**Please note that your response to this survey only will not establish an attorney-client relationship.**

Please return the completed form to:  
**Hertz Schram PC** at 1760 S. Telegraph, Ste. 300, Bloomfield Hills, MI 48302  
Telephone: (248) 335-5000 or (877) 418-4430. Facsimile: (248) 335-3346.

\_\_\_\_\_  
Your Name (please print)

\_\_\_\_\_  
Your Spouse's name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
City

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

1. Have you noticed any offensive odors from the Enbridge Oil Spill at your property?  Yes  No

If yes, please describe the offensive odors: \_\_\_\_\_

2. Did you evacuate your home as a result of the Enbridge Oil Spill?  Yes  No

If yes, how long were you evacuated from your home? \_\_\_\_\_

3. Has the Enbridge Oil Spill come in contact with your property?  Yes  No

4. Is your property connected to well water?  Yes  No

If yes, is your well within 200 feet of the Kalamazoo River or Talmadge Creek?  Yes  No?

5. Is your property directly adjacent to the Kalamazoo River or Talmadge Creek?  Yes  No

6. Briefly describe how the Enbridge Oil Spill affected your ability to use and/or enjoy your property.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I swear that the above answers are true and accurate to the best of my knowledge.**

\_\_\_\_\_  
(Your signature)

\_\_\_\_\_  
(Your spouse's signature)

Date:

# CONTINGENT FEE AGREEMENT

The CLIENTS (print your names) \_\_\_\_\_ and \_\_\_\_\_, and Hertz Schram PC, 1760 S. Telegraph Rd., Bloomfield Hills, MI 48302 and Macuga, Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207 (hereinafter "ATTORNEYS") enter into this Contingency Fee Agreement for legal services.

Client retains Attorneys to represent Client for any claims for damages and other relief arising from the Enbridge Oil Spill.

Attorneys are authorized to do anything, within their discretion, necessary in achieving that end. In consideration for these legal services to be performed by Attorneys against Defendants, the Client agrees to pay to the Attorneys 33.33%, or whatever attorney fee is approved by the Court, of all monies recovered for the Client's claims from the Defendants, whether by compromise, settlement, litigation, judgment, or otherwise. Percentages are to be computed on the sum recovered after deduction of all expenses related to the prosecution of Client's claim. The Attorneys have agreed to share between them any Attorney fee paid. Sharing of the Attorney fee will not increase the total Attorney fee paid, under any circumstance.

**Client understands that if the Attorney does not make a recovery from Defendants, then Client does not owe any attorney fee to Attorneys.** It is further agreed that no compromise or settlement of any claim, or any part thereof, will be made by the Attorneys without the consent of the Client. Client acknowledges receiving a copy of this Agreement.

Client has the right to obtain a copy of Client's file for their records. If Client does not contact Hertz Schram PC and Macuga, Liddle & Dubin, P.C. within one year of final disposition of your case (settlement, judgment or otherwise) to request Client's file, it will be destroyed.

In witness of the above, the parties hereto have acknowledged and executed this Agreement.

Your Signature: _____	Date: _____
Print Your Name: _____	
Your Spouse's Signature: _____	
Print Your Spouse's Name: _____	
Mailing Address: _____	City _____ Zip _____
Damaged Address: _____	City _____ Zip _____
Email Address: 1) _____ and 2) _____	
Home Phone: _____	
Work Phone: 1) _____ and 2) _____	
Cell Phone: 1) _____ and 2) _____	

**This agreement is binding only if signed by the attorney or his agent:**

_____ ELIZABETH C. THOMSON, for HERTZ SCHRAM, PC Attorney Signature	_____ Date
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_____ STEVEN LIDDLE, for MACUGA, LIDDLE, & DUBIN Attorney Signature	_____ Date
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