

power of attorney

Service shall only be delivered to
the authorized
representative!

Rechtsanwalt Oliver Brand, Hawstr. 1a, D-54290 Trier,

is herewith given power of attorney

from

regarding

1. to conduct the case (i.e. according to §§ 81 ff. ZPO) including the right to file and redemption of cross action,
2. to apply in petition for divorce and ancillary consequential matters of a divorce, to conduct agreements on ancillary consequential matters of a divorce as well as to apply for any service concerning the payment of retirement pensions and other benefit entitlements,
3. to represent and defend in criminal proceedings and administrative fine matters (§§ 302, 374 StPO) including preliminary proceedings and (in case of absence) to represent accord. § 411 II StPO and with explicit authorisation accord. §§ 233 I, 234 StPO, to receive summons accord. § 145 a III StPO, to institute criminal proceedings and other petitions according to the criminal procedure code („Strafprozessordnung“) and the law on compensation for effects of criminal prosecution („Gesetz über die Entschädigung für Strafverfolgungsmaßnahmen“),
4. to represent in other proceedings and in extrajudicial negotiations of all kind (especially assertion of claims against a person causing an accident, a vehicle owner and their insurances),
5. to establish and cancel contractual agreements and to issue unilateral declaration (e.g. notice of dismissal); the authorized representative is not bound to the restrictions according to § 181 BGB.

The power of attorney is valid for all instances and also includes collateral and follow-up proceedings of all kind (e.g. seizure, restraining order, request for the fixing of costs, compulsory execution procedure, intervention, compulsory sale, receivership and bailment as well as insolvency proceedings including insolvency proceedings concerning the opponent's property). The power of attorney explicitly includes the authorization to deliver and receive service, to transfer the power of attorney in full or partially to third persons (substitute power of attorney), to lodge, reverse or waive an appeal against a decision, to complete the lawsuit or extrajudicial negotiations by means of settlement, waive or acknowledgement, to receive money, valuables and documents, explicitly the subject matter of proceedings and to receive reimbursements from the opponent, from the court's or other authority's cash desk and to dispose of them without any limitations according to § 181 BGB.

Place / date _____

The client hereby confirms having been informed by the lawyer in accordance with § 49 b par. 5 BRAO, that the calculation of the lawyer's fees is neither subject to framework nor fixed fee, and that the fees are calculated based on the subject matter of proceedings instead.

Place / date _____

The claims resulting from the entitlement for costs and other client's claims resulting from the above mentioned mandate against the opponent, the court's cash desk or other persons being obliged to reimburse payments are herewith transferred to the lawyer in the scale of his claim on payment of lawyer's fees. The lawyer is authorized to give corresponding notice to the party liable to pay in the name of the client.

Place / date _____