

CONTINGENT FEE CONTRACT

STATE OF TEXAS

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COUNTY OF BEXAR

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General Terms & Nature of Case

THIS IS AN AGREEMENT between THE GORDON LAW FIRM, P. C., (hereinafter referred to as "the Firm"), whose principal office address is 5820 IH-10 West, Suite 400, San Antonio, Texas 78201, and principal phone number is (210) 531-9700, and _____, (hereinafter referred to as "Client(s)"), whose phone number and address are listed below, whereby Client(s) retains and employs the Firm to represent Client(s) in prosecuting Client(s)'s claim, as follows:

Any claim for personal injury against _____

and/or any other entity or insurance company who may be obligated to reimburse Client for said injuries and damages resulting from the incident which occurred on or about _____, at or around _____, at or near _____, San Antonio, Texas. The Client(s) empowers the Firm to file such legal actions as may be advisable in The Firm's judgment in pursuit of these claims.

Duties of the Client(s) and Client(s)' Representative(s)

Client(s) agree to cooperate with The Firm in helping it bring Client(s)' case to a successful resolution. Specifically, Client(s) agree to give The Firm all information, documents, evidence, or other relevant items necessary to dispose of this case in a timely manner. Client(s) agree that it is my/our responsibility to check in with The Firm on a regular basis to find out about the status of this case (at least once a month, unless instructed otherwise).

Client(s) also understand that I/we must let The Firm know of any change in my/our address or phone numbers immediately. Client(s) understand that The Firm will contact me/us at the phone numbers, addresses, or e-mails listed below unless I/we have provided The Firm with updated information in writing. Client(s) also agree to promptly return all of The Firm's phone calls, e-mails and letters (within 3 days at the latest). Client(s) have been given a copy of The Firm's general "Office Policies" and promise to read said document and comply with all requirements, warnings, and notices therein.

Client(s) also agree to give The Firm the authority to negotiate on Client(s)' behalf to obtain the best settlement agreement possible for the Client(s). Client(s) also give The Firm the authority to hire outside attorneys to assist with this case if The Firm determines that their assistance would be beneficial to this case. Client(s) further authorize The Firm to share fees with said attorneys in proportion to the amount of work they have actually performed in the case, or as The Firm determines is an appropriate amount to pay them for providing their consultation services.

Client(s) promise to comply with all deadlines, rules of court, and Court Orders that may be issued in this case. Client(s) also agrees to personally appear for any conferences, depositions, or court hearings, on reasonable notice (10 days being considered automatically reasonable, absent exigent circumstances). Client(s) also agree to take steps to help ensure all potential witnesses show up and any such conferences, depositions, or court hearings, and to advise them

of the date, time, and location. Client(s) also agree to timely comply with all other requests of The Firm in connection with the pursuit of the above-described claims or defenses.

Client(s) agrees to make a good faith effort to fully comply with any treatment plan suggested by his/her medical providers, and keep all scheduled appointments. Client(s) also agrees to help obtain copies of all his/her medical records and bills from Client(s)'s medical providers, and to provide the Firm with a copy of each as they become available, including the latest update immediately before the case is settled. Client(s) also agree to provide a typewritten narrative of the details of their case, and an itemized list of the names, addresses, and phone numbers of all their medical providers upon request by the Firm.

Client(s) agree not to engage in any actions which might hurt the validity of Client(s)' claims. Specifically, Client(s) agree not to engage in any actions that might hurt their credibility as a witness, such as conduct that is illegal, immoral, or unethical. Client(s) agree to take all reasonable steps to avoid engaging in conduct that could result in Client(s)'s arrest or incapacity during the pendency of this case. Client agrees to provide truthful and honest answers to the Firm as to all matters that could have any bearing on Client(s)' case.

Client(s) agrees not to engage in any communication with the opposing parties or insurance companies that may be involved in this case without the permission of the Firm. Client(s) will not incur any liens against, or make a settlement or disposition of the claim herein or accept any sum without first consulting with the Firm.

Client(s) understands that the legal system is not always capable of making the injured party whole again. Client(s) further understand in most cases, all the legal system can offer the Client(s) is a chance for possible financial compensation. Client(s) acknowledges that the Firm has warned Client(s) that the legal system is unpredictable, and sometimes results in no compensation, even where compensation is clearly warranted. Therefore Client(s) agree that they will accept any reasonable settlement offer put forth by the opposing party, if the Firm's Attorney advises Client(s) that it would be wise to accept it, and/or that such settlement is probably the best outcome Client(s) can hope to receive under the circumstances of their case.

Duties of the Firm

The Firm agrees to take all reasonable, necessary, and ethical steps to help ensure the best legal outcome possible under the Client's circumstances. The Firm will ensure that all Attorneys or staff working on the case abide by the applicable rules of professional conduct and use their best professional judgment in carrying out their duties in this case. The Firm also agrees to make said Attorneys or staff available to discuss the case with the Client on a regular basis and provide an ongoing assessment of the progress of the Client's case. A representative of The Firm will be regularly available to consult with the Client as to all key events as circumstances of the case.

Client(s) also understand that although the Client(s) generally retains the right to determine how he or she wants to proceed in the case, the Attorney assigned to the case reserves the right to have the final say on decisions concerning the specific actions to be taken to achieve the Client's goals, including but not limited to decisions regarding: general strategy & tactics; timing of events and hearings; and what legal documents to file in the case to pursue the Client's legal objectives. The Firm promises to keep all matters concerning this case confidential except as noted in section below entitled "Confidentiality of Documents, Materials & Information."

Client(s) understand that the Firm is not committed to take any specific course of legal action at this time. Specifically, the Firm has not yet determined whether or not it will agree to file suit in this case, and if so, whether the filing of said suit would be contingent on the

Client(s)' agreement to pay for court costs, service of process fees, expert service fees, or any other fees in advance of filing suit.

Attorney Fees & Costs

Client(s) agrees to pay the Firm as fees for such representation: 33.3% of any gross recovery before the action is filed; 38% of any gross recovery after the action is filed, but before the commencement of trial; 40% of any gross recovery after commencement of trial; and 45% of any gross recovery after the filing of any appeal by any party. Client(s) also agrees to pay the Firm 25% of the amount of any reductions secured by the Firm from Client(s)'s medical providers in this case. Client(s) herein expressly grants the Firm a retaining lien on all of Client(s)'s files or any of Client(s)'s property within the Firm's possession until all The Firm's Attorney's Fees and expenses are paid.

This contract constitutes a conveyance, or absolute assignment, to the Firm of an undivided interest in the entire cause of action, in the percentages heretofore set forth. The Firm retains the right to assert such interest in the proceeds of any settlement or judgment related to Client(s)' claims, even if the Firm is no longer representing the Client(s) at the time such proceeds are obtained. If the Client(s) for some reason decides to hire other Counsel to assist or replace The Firm, then the Client(s) promise to pay said Counsel out of their own pocket, or their portion of the settlement proceeds. Any such fees incurred by said Counsel will not reduce the percentage of the fees that The Firm is entitled to under the contract.

Client(s) also agree to pay for or reimburse the Firm for all costs incurred by the Firm in pursuing Client(s) claims. Such costs may include but are not limited to: court costs, filing fees, service of process fees, written and video deposition costs, duplication costs, telecopier fees, runner and travel expenses, long-distance telephone expenses, expert witness fees, accountant's fees, appraiser's fees, consultant's fees and other professional fees incurred on Client(s)'s behalf (including specialized or local legal counsel). In certain cases, the Firm may require payment of all or some of these costs in advance before incurring them or before filing suit. The Firm will then attempt to negotiate a favorable settlement (or in the case of trial, a favorable judgment) sufficient enough to cover said costs, and reimburse Client(s) for these costs.

Client(s) and law firm further understand that the proper prosecution of this case may require that The Firm handle or initiate some other type of legal proceeding for the Client(s) (for example a criminal case or Estate or Guardianship case). Such proceeding(s) shall hereinafter be referred to as "ancillary proceedings", and the Client(s) agree that in the event it becomes advisable for The Firm to handle such proceedings, then The Firm shall be reasonably compensated for such services in addition to the contingent fee herein agreed upon. Such recovery for ancillary proceedings shall not be contingent upon recovery of the personal injury case. Should there be no recovery on the personal injury case, Client(s) shall still be required to pay to the law firm such reasonable amount for handling such transactions. Client(s) understands that in such cases The Firm will typically prepare a new contract for the Client(s) to sign. However, Client(s) agree that if no such contract is prepared by The Firm or signed by the Client(s), then Client(s) agree to pay The Firm a minimum rate of \$200.00 an hour for any work performed on such ancillary proceedings.

In some cases, the Firm may agree to pay all or some of these costs in advance on behalf of the Client(s). If so, then Client(s) authorize the Firm to deduct any costs directly from the settlement or judgment proceeds obtained for the Client(s) (after the Firm's attorney fees have been deducted). If the Firm is no longer representing the Client(s) at the time such settlement or judgment proceeds are obtained, then Client(s) promise to reimburse the Firm for any such costs previously incurred by the Firm directly from the proceeds, and by signing this contract gives the Firm the right to demand immediate turnover of such payment to any other attorney, law firm,

insurance company, entity or other individual holding the proceeds of this case on Client(s)'s behalf. Client further agrees to reimburse attorney for any costs associated with the collection of any outstanding costs or attorney's fees incurred by the Firm on its behalf, and the disclosure of any confidential information concerning their case necessary to effectuate the collection of said costs and fees. If the proceeds are not sufficient enough to cover reimbursement of the Firm's costs, then Client(s) agree to repay the entirety of the outstanding costs to the Firm within 1 year of being provided an itemized statement of the outstanding costs by the Firm. Client(s) agrees to be personally liable to the Firm for any of the Firm's costs that go unpaid out of any such settlement, award, or judgment proceeds.

Client(s) understands that they are always responsible for the payment of its own outstanding medical bills, until time as such bills are paid in full. Client further understands that there may be a lien against any settlement or judgment proceeds by one or more private or government agencies or entities, who have paid any part of Client(s) medical expenses or bills. Such agencies or entities may include: EMS and ambulance providers; hospitals, Medicaid or Medicare; or the Client(s) own health insurance provider. Client(s) also understands that there may also be a lien against said proceeds by other entities for the payment of Client(s) other outstanding debts: such as fines; back child support payments; bankruptcy Trustee claims; or prior judgments. Client understands that if any such agencies or entities have a lien against the proceeds, the Firm may be legally required to turn over all or part of the proceeds to the said agency or entity. Accordingly, Client(s) expressly authorize the Firm to turn over any or all of the proceeds to said agencies, and to indemnify or hold the Firm harmless from any claims against the Firm arising out of outstanding liens that are not paid or not disclosed by the Client(s).

If a lawsuit is filed in this case and Client(s) is unsuccessful in trial or in any appeal, Client(s) understands that they will also be responsible for any court costs assessed against Client(s) as a result. Client(s) understands that such costs may include, among other things, paying for the opposing parties' filing fees, records retrieval fees, and deposition costs. Client(s) further understands that in some cases, it could be forced to pay all or part of the other parties' attorney fees. Client(s) understands that said fees could be awarded if the court determines that the Client(s) has engaged in conduct that justify sanctions, or if: (1) the opposing parties put forward a "certified" settlement offer; (2) Client(s) rejects said offer; and (3) (a) Client(s) is either unable to obtain a verdict against the other party, or (b) does obtain a verdict, but in an amount less than that previously offered by the opposing party.

Client(s) herein expressly grants the Firm a retaining lien on all of Client(s)'s files or any of Client(s)'s property within the Firm's possession until such fees are paid.

Withdrawal of Representation by the Firm

Client(s) understands that after the facts of this case are investigated in more detail, the Firm may determine that it does not wish to continue to represent Client(s) in the case. Client(s) also understands that the Firm may also withdraw from representation in the event that Client(s): (1) fails or refuses to follow the professional advice given by the Firm; (2) personally seeks to pursue an illegal course of conduct; (3) requests that the Firm pursue a course of conduct which is either illegal or prohibited under the disciplinary rules; (4) by other conduct renders it unreasonably difficult for the Firm to carry out employment; (5) insists upon the Firm engaging in conduct which is contrary to the judgment or advice of the Firms; or, (6) otherwise breaches this Agreement.

If a lawsuit has not yet been filed in this case, then the Firm shall notify Client(s) of its decision to withdraw, and the same shall amount to a withdrawal of representation with no further duty owed to Client(s). If a lawsuit has already been filed, the Firm shall give Client(s)

10 days notice of its intent to withdraw so that Client(s) may attempt to secure other counsel. If a lawsuit has already been filed and the Firm's withdrawal is specifically due to Client(s)' failure to comply with any of its duties under this contract, or Client(s) engaging in any of the conduct outlined in the preceding paragraph, then Client(s)' agrees to sign its consent for the Firm's withdrawal on a document entitled "Order on Motion to Withdraw." Client(s) agree to sign said consent and return said Order with their signature(s) on it within 7 days of receipt of said document by the Firm. Client(s) agrees that if they fail to sign and return said Order within 10 days of the Firm's attempt to notify them of the need to file said Motion, that they will pay an Attorney's fee in the amount of \$500.00 to compensate the Firm for the time necessary to set a hearing on its Motion to Withdraw and attend said hearing. In such a case, the Firm's withdrawal shall be subject to court's approval.

If the Firm withdraws because of the Client(s)' failure to fulfill its duties, or because of Client(s) engaging in conduct specified above in the 1st paragraph of this section, or if Client(s) terminates this contract, then the Firm shall still be entitled to a reasonable fee for the work it has already performed on behalf of Client(s). When determining the amount of said fee, the Court shall consider the factors and guidelines approved by the Supreme Court of Texas and in the Code of Professional Responsibility.

Authorization of "Power of Attorney" for the Firm to Execute Necessary Documents

Client(s) hereby agrees to sign all documents necessary to facilitate the settlement and payment of any agreements entered into between Client(s) and opposing parties. In addition, Client(s) gives the Firm Client(s)'s power of attorney to execute all documents necessary to effectuate payment of any agreed upon settlement of this case, including pleadings, checks and/or drafts, settlement agreements, compromises and/or releases, verifications, dismissals and/or orders, and all other documents which Client(s) could properly execute in the event that Client(s) is unwilling or unable to sign such documents. (See Attached).

The Firm Offers No Guarantees as to Outcome of the Case

Client(s) understands that the Firm has made no representations concerning the successful termination of this claim, or the favorable outcome of any legal action that may be filed. Specifically, Client(s) understands that the Firm cannot guarantee that the Firm will obtain a financial settlement or judgment of any kind, or any reimbursement to Client(s) of any of Client(s)'s costs or expenses. Client(s) also understands that the Firm cannot predict exactly what the opposing parties, or Judge and Jury involved in this case will ultimately decide to do. Client(s) further expressly acknowledges that all statements of the Firm commenting on the prospects for a successful outcome on these matters are statements of opinion only.

Notification(s) and Documents Sent to Client(s) and the Firm

Any notifications, or documents concerning this case will be directed to the phone number(s) and address listed in this contract. Both Client(s) and the Firm promise to provide each other with written notice of any change in said phone number(s) or address if they wish notifications and documents to be sent elsewhere.

Warning as to Sanctions, Contempt of Court & Attorney's Fees

I/we understand that dealing with the court system is a very serious process, and that if I/we do not comply with the court rules and procedures, I/we could be punished financially, or in extreme cases with actual imprisonment. I/we hereby agree to follow the advice of the Firm in terms of how to handle this legal situation, and comply with all legal requirements, such as timely responding to requests, and attendance at any court hearings, depositions, mediations, or

other legal proceedings requiring my/our actual presence. I/we have also been warned that in certain cases I/we could be ordered to pay the attorney's fees of the opposing party, if I/we have violated any of these provisions; if the Court determines that I/we have asserted or pursued a claim that has no legitimate merit or is frivolous; or if I/we lose my court case and there is legal authority for the opposing party to recover attorney's fees.

I/we understand that if a lawsuit is actually filed in this case, the rules and deadlines for action become more complicated and more serious. For example, I/we understand that during the course of these proceedings, the opposing parties may forward "Discovery Requests" to The Firm. I/we also understand that these Discovery Requests may call for written answers to questions, and/or the production of documents or other tangible items. I/we understand that if and when such Discovery Requests are sent, they must be responded to AND sent back to the other party within 30 days of receipt by The Firm. If not, then I/we understand that certain facts may be automatically admitted against the Client(s), and Client(s) could be prohibited from using certain documents or evidence in trial to help prove its case. I/we also understand that failure to timely respond to these requests could also result in the Client(s) being sanctioned by the Court or having the Client(s)'s case dismissed. Therefore, I/we promise to review said requests, and provide typed written responses, all necessary documents, and/or tangible items requested by the opposing parties to The Firm no later than 10 days after such requests are forwarded to the Client(s) by The Firm.

Privacy Policy Notice - Confidentiality of Documents, Materials & Information

Client(s) understand that during the course of representation of the Client(s), The Firm will come into possession of Client(s) personal information, documents, and materials. Some of this information is very sensitive but necessary for properly identifying the Client(s) and filling out required portions of pleading and other court documents, for example, the Client(s) Social Security Number and Driver's License Number.

The Firm promises to keep all matters concerning this case confidential except as necessary to: (1) pursue Client's claims and defenses in this case; (2) comply with court orders or legal rules requiring such disclosure; (3) facilitate transfer of files to another attorney/law firm in upon death or disability of one of The Firm's Attorneys; (4) disclose basic information about the Client and his/her case to a 3rd party attorney/law firm regarding sale of the Firm's practice; (5) pursue collection efforts against the Client for non-payment of The Firm's Attorney's Fees. I/we authorize The Firm to use 3rd party computer server vendors to back up or store data related to this case.

Client(s) also understand that in order to protect Client's interests in the event of disability or death of any lawyer associated with The Firm, it may be necessary or appropriate for a staff member, a personal representative (including someone acting under a power of attorney), or another lawyer who is retained by any such person or by The Firm to have access to Client's files and records. I/we authorize said access in order to contact Client, to determine appropriate handling of Client's matters and of Client's files, and to make referrals of Client's cases(s) to other attorneys/law firms. I/we also grant permission and waives all privileges necessary to the extent necessary or appropriate for such purposes. I/we also grant The Firm the right to disclose basic information about the Client (name, address, phone number, general type of case matter) to a 3rd party attorney/law firm representative in the course of discussions concerning sale of The Firm's law practice, and consent to allow that the 3rd party to contact the Client in an attempt to determine if Client would be interested in having the 3rd party attorney/law firm take over handling of their legal affairs.

Furthermore, in the event of any lawyer's death or disability, if further services are required in connection with Client's representation and another lawyer is subsequently engaged

by Client, I/we expressly authorize a division of fees based on the proportion of work done or the responsibilities assumed by each. Such division specifically authorizes the payment of fees and expenses to lawyer's estate, personal representatives, and heirs.

Protection & Return of File Documents & Materials

Client(s) understand that The Firm strives to take all reasonable steps necessary to secure and protect information, materials, and documents provided to it by the Client(s). These steps may include but are not limited to: keeping files stored in a locked filing cabinet, in a locked office, and a locked building; keeping computers locked down to prevent theft; and using computer passwords and encryption programs to protect computer data. However, I/we understands that no system is foolproof. The Firm agrees to notify Client(s) in a timely manner if any of Client(s) information is compromised by being inadvertently disclosed to an unauthorized party.

Client(s) also understand that The Firm may communicate with the Client(s) or sometimes transmit data over the Internet in the course of handling Client(s) case. I/we further understand that some Courts are now requiring law firms to file documents electronically. The Firm has warned Client(s) that there is always a risk that data transmitted over the Internet may be wrongfully intercepted by an unauthorized 3rd party. Nevertheless, Client(s) authorize The Firm to use the Internet for communication with the Client(s) and for the transmission of information for the convenience of the parties.

Client(s) agree that if I/we have provided any documents, materials, or other items to The Firm, it is my/our responsibility to request their return prior to or at the conclusion of this case. I/we agree that if I/we do not request the return of these items and personally come by The Firm's office to pick them up, The Firm is authorized to discarded the Client's entire file within 30 days of the conclusion of the case, without any further notice to the Client. I/we also authorize The Firm to keep the original or copies of any such documents, materials, and items indefinitely if the Firm chooses to do so. I/we further agree that if there is any type of refund due in this case and The Firm is not able to contact me/us after a period of one year in order to return such refund, then I/we forfeit the right to any said refund, and it will go into The Firm's general operating account.

Client(s)'s Understanding of Terms of Contract

Client(s), by signing this contract, agrees and states that the undersigned Client(s) has either read or had explained the mutual duties and obligations of this contract, and after such reading or explanation, states that Client(s) is signing this contract with full knowledge of its terms and conditions.

Client(s) further understand and agree that the terms of this contract are performable in BEXAR County, Texas, and the exclusive venue concerning resolution of any dispute concerning this contract or representation of Client(s) by The Firm shall be limited to Bexar County, Texas. Furthermore, this contract supersedes any oral agreements made, or prior contracts previously signed by either the parties in regards to this matter.

CLIENT

Signature

Printed Name

CLIENT

Signature

Printed Name

ATTORNEY

Stephen H. Gordon, on Behalf of The Gordon Law Firm, P.C.

This instrument was acknowledged before me on _____
by _____ (Client).

Notary Public, State of TEXAS

Client(s)'s Phone #'s _____

Client(s)'s Address _____

Client(s)'s E-mail _____

Client(s)'s SS# _____

Client(s)'s DL # _____