

**Notice:** This Agreement is not valid unless signed and accepted by an officer of The Feldman Law Firm, P.C., who will make the sole decision whether to accept your case. This Agreement may be digitally signed by all parties and faxed; pdf signatures are also acceptable. This form is the Feldman Law Firm, P.C.'s standard agreement for individuals, and the Firm will offer this Agreement to all its individual clients unless unusual circumstances exists which might require different terms. This agreement does not apply to possible class action claims, or whistleblower claims, which will require different terms.

## **STANDARD CONTINGENT FEE REPRESENTATION AGREEMENT FOR INDIVIDUALS**

The Feldman Law Firm, P.C.  
1701 Commerce Street  
Houston, Texas 77002  
713-586-1616  
877-658-5604 Toll Free

### **1. REPRESENTATION APPROVED**

This Agreement is to confirm that you have retained The Feldman Law Firm, P.C. (the "Firm") to represent you in a suit to be filed against \_\_\_\_\_ (list one or more potentially responsible parties) and all other responsible parties, concerning \_\_\_\_\_ (briefly describe the nature of your case and your injuries or damages). By signing this Agreement, you are authorizing the Firm to file suit on your behalf to pursue your claim. Please note that this agreement does not include any matters not described in this Agreement, and securing the Firm's services for other matters will require another separate agreement similar to this one.

### **2. CONTINGENT FEE AND EXPENSES**

In consideration of the services rendered and to be rendered by the Firm, you hereby set over, give to, assign, transfer, grant and convey to the Firm a present forty percent (40 %) interest in your cause or causes of action and any recovery arising out of or related to the dispute described above. Recovery is meant to include anything of value you receive through settlement or judgment, and includes, property, money, benefits, the forgiveness of debt, or any other thing of value, no matter how described, and also includes, without limitation, common law or statutory damages, exemplary, multiplied, or punitive damages, attorneys' fees, interest and court costs. If your recovery is unliquidated, such as an agreement to provide benefits in the future, the value of the recovery means the present value of the property or benefit recovered as of the date of settlement or judgment. You acknowledge that you are giving up at this time to the Firm the above stated amount and that the stated percentage will be paid to the Firm from the total amount of settlement or judgment recovered, after the reimbursement of any expenses advanced or incurred by the Firm.

The Firm will be responsible for advancing, at its sole discretion, all reasonably necessary expenses of the litigation, but you will be required to repay any expenses advanced out of your portion of the recovery. These expenses typically include filing fees, service fees, travel and lodging expenses, expert witness fees, trial and litigation support fees, audio-visual equipment charges, deposition or videographer fees, transcript fees, and all other expenses incurred by the Firm as a consequence of pursuing this case which are not otherwise regular overhead of the Firm. Charges for in-house expenses are contained in Exhibit A.

By way of example, if the Firm has advanced or incurred \$10,000 of expenses, and there is a \$150,000 recovery, \$10,000 will be reimbursed to the Firm, and the contingent fee will be calculated as 40 % of \$150,000, or \$60,000. Thus the client will receive a net of \$80,000 and the firm will receive a net \$70,000 in this example. If the recovery is less than the expenses advanced or incurred, the Firm will receive the entire recovery as a partial repayment of the expenses it has advanced or incurred.

**In the event there is no recovery, you will owe no fee to the Firm, and under no circumstance will you ever be required to repay expenses advanced or incurred by the Firm except as set forth above.**

In addition, it is possible your claim will involve, in part, a claim for attorneys' fees under state or federal law. Sometimes, courts are reluctant to award a contingent amount as a fee or the law may prevent the award of a contingent amount as a fee. We will therefore keep track of our hourly work on your case to ensure that your fee claim is maximized in the event this case proceeds to a final judgment. However, if there is a final judgment which includes a fee award, you agree that the firm will be entitled to the greater of the contingent fee stated above or the attorneys' fees awarded in the judgment.

By way of example, if you recover \$150,000 from a final judgment, \$110,000 of which is for damages, and \$40,000 of which is for attorneys' fees, and the firm has advanced \$20,000 of expenses, then the firm will be paid \$60,000 out of the \$150,000 recovery as its contingent fee and will also be reimbursed its \$20,000 in expenses, so that the net to the client would be \$70,000. Conversely, if you recover \$150,000 in a final judgment, but only \$60,000 of which is for damages and \$90,000 of which is for attorneys' fees, then the firm will be paid \$90,000 as its fee and will be reimbursed the \$20,000 of expenses advanced, so the net to the client would be \$40,000. **Again, if you recover nothing, you will not be liable for any attorneys' fees or expenses of the Firm.**

### **3. YOUR CONSENT IS REQUIRED TO SETTLE**

As with all cases, the decision whether to settle or not to settle remains, ultimately, with the client. If a settlement offer is proposed, the Firm will provide you advice whether we believe the settlement is in your best interest. This involves looking carefully at the risks, rewards and costs associated with continuing to pursue your case verses accepting the settlement. Although it is certainly not the Firm's experience, it is possible that the Firm may advocate acceptance of a settlement but you might disagree. If that occurs, the Firm may determine to withdraw from this representation, but only with court approval and only if doing so is consistent with ethical and professional obligations we owe you.

### **4. DISCOUNT FOR PROMPT SETTLEMENT**

The Firm believes it is usually in the interest of its clients to settle cases early, before the expenses and time involved with formally having to file a lawsuit are incurred. Therefore, unless unusual circumstances exist, such as the possible running of the statute of limitations for your claims, the firm will make a good faith, reasonable effort to resolve your case before a suit is filed. If we are successful, and are able to settle the case with your consent before we file suit, then the Firm will discount its contingent fee interest by half, to 20 % of the recovery. All other

terms of this Agreement concerning the reimbursement of expenses we may have advanced or incurred on your behalf still apply, as set forth above.

## **5. INTEREST ON EXPENSES**

It is not anticipated that any amounts will be advanced by the Firm directly to you in this matter. However, the Firm, at its option, may charge interest to any amounts advanced by the Firm to pay reimbursable expenses as set forth above at the lesser of (i) the Bank Rate Monitor National Index for personal loans effective on the date of the initial advance or (ii) the highest lawful rate allowed by applicable law.

## **6. COUNTERCLAIMS**

Occasionally, the filing of a lawsuit may result in a counterclaim being filed against you. If the counterclaim arises out of the dispute referenced above, the Firm will defend you at no extra charge. However, if a defendant brings an unrelated claim against you, such as for money claimed to be owed, we will need to enter into a separate fee agreement to cover my firm's work on unrelated counterclaims. In no event will the Firm be liable for any counterclaim judgment against you, and you acknowledge and understand that bringing a lawsuit frequently invites counterclaims and may well result in an unanticipated contingent or actual liability.

## **7. ASSOCIATION OF ADDITIONAL COUNSEL**

In some cases, we may determine to associate other lawyers or firms in this case who are not affiliated with the Feldman Law Firm, P.C., subject to your written permission. Under no circumstances will our doing so increase the total fee owed by you under this Agreement, and we will fully disclose all terms of the association in advance.

## **8. APPEAL AND COLLECTION**

This agreement does not provide for costs or fees of an appeal or for collection proceedings.

If the Firm and the client agree that an appeal is appropriate in this case, or it becomes necessary to defend an appeal by one or more defendants, you may, at your option, either (1) retain the Firm at its prevailing hourly rate for appellate services as set forth on Exhibit A or (2) retain the Firm through a contingent fee payment of an additional ten percent (10%). In the event you select the first option, we may require a monetary retainer to secure payment of our hourly services. You may also, of course, retain separate counsel for any appeal in this action, but your decision to do so will not alter or reduce in any way the contingent fee amounts otherwise owed hereunder.

If the Firm and the client agree that collection proceedings are appropriate, the Firm will not charge the client for attorneys' fees related to collection, but the Firm will be entitled to any additional attorneys' fee award recovered in a collection proceeding, and collection expenses will be charged against the client's portion of the recovery.

## 9. YOUR WARRANTIES TO THE FIRM

All lawsuits require close cooperation between a client and their attorneys. Therefore, by signing this Agreement, you agree to reasonably cooperate with the Firm in the prosecution of your case, and to make yourself reasonably available for any required hearings, depositions, or mediations, as the case may be, and that you will, at the Firm's request, attend any trial of your case.

You also warrant that neither the Firm nor anyone else acting or purporting to act on the Firm's behalf has offered or promised you anything of value in connection with your decision to enter into this Agreement, and you further acknowledge and understand that: (a) the Firm cannot warrant or guarantee the outcome of your case; (b) the Firm has not represented to you that you will recover all or any of the funds or compensation desired; and (c) obtaining a judgment does not guarantee that the opposing party will be able or willing to satisfy the judgment.

Finally, you warrant that you are competent to enter into this Agreement, have full authority to do so, and that you have not sold or transferred any interest in your case to a third party.

## 10. MISCELLANEOUS

**10.1 Choice of Law and Venue.** This Agreement and any dispute between you and the Firm shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas. The venue for any dispute between you and the Firm shall be in any state or federal court with competent jurisdiction located in Harris County, Texas and you consent to such venue.

**10.2 Right of the Firm to Withdraw.** The Attorneys may, at their option and with Court approval, withdraw from the lawsuit and cease to represent the Client for any reason consistent with the Attorneys' ethical and professional obligations.

**10.3 Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**10.4 Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**10.5 State Bar.** All lawyers in Texas have an obligation to maintain a high standard of ethical conduct toward their clients and others. To enforce this standard, the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. If you feel that misconduct may have occurred or if you have questions regarding the disciplinary process, you may call or write the State Bar of Texas, P.O. Box 12487, Austin, Texas 78711, (512) 463-1381 or 1-800-932-1900 (toll free).

**10.6 Errors and Omissions Insurance.** The Firm maintains errors and omissions insurance coverage applicable to services contracted to be provided under this Agreement.

**10.7 Privacy policy.** At some point during the Firm's representation of you, you may be asked to provide your social security number and other information which is generally understood to be private and confidential. You agree to provide the Firm your social security number and any other private or confidential information we deem necessary to effectively represent you, including your tax returns if you are making a claim for lost wages or lost earning capacity or possibly for other reasons. We are authorized to disclose your social security number and other private or confidential information about you to any defendant in this case, as well as any party who possesses or claims to possess a lien on the proceeds any recovery. At your request, we will seek to protect the re-disclosure of this information through a protective order, but we cannot guarantee that we will be able to secure a protective order covering all of the information for which you wish to prevent re-disclosure. You therefore understand that, during the course of our representation of you, especially if your case is tried in open court, private and confidential information about you may become publicly available, and you consent to such disclosure. Otherwise, we will keep your social security number, as well as any other private information we obtain about you, in the strictest confidence and will not disclose it to any third party without your consent, unless we are ordered to do so by a court of competent jurisdiction.

**10.8 Representation of Multiple Plaintiffs.** Client understands that the firm may represent, and consents to the Firm representing, multiple Plaintiffs relating to the same transaction or occurrence that is the subject of your case. By entering into this Agreement, you waive any right you may have to require that the Firm disclose to you any confidences we may have obtained from any other Plaintiff in connection with the subject matter of this Agreement.

**10.9 Prior Agreements Superseded.** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

If this Agreement is acceptable to you, please sign in the space provided below, and return one original to the Firm. Alternatively, the Firm can arrange for an electronic or fax signature of this Agreement, if you prefer. When we receive this Agreement signed by both you and the Firm, we will commence our representation in the above-described matter.

{remainder of this page intentionally left blank}

I CERTIFY AND ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND THAT I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT FULLY AWARE OF ITS TERMS AND CONDITIONS, AND THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ DATE OF \_\_\_\_\_, 2011.

X \_\_\_\_\_

X \_\_\_\_\_

Please print the following:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ (state relation to you)

Emergency Contact Address and Phone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THIS AGREEMENT IS NOT EFFECTIVE UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE FELDMAN LAW FIRM, P.C.

REPRESENTATION ACCEPTED BY THE FELDMAN LAW FIRM, P.C.

BY: X \_\_\_\_\_

Arthur S. Feldman, Its President

The Feldman Law Firm, P.C.

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## **Exhibit A**

### **Standard Hourly Rates and Charges 2011**

The following are the Firm's standard hourly rates and charges in 2011, and are subject to adjustment on January 1 of each year:

#### **Hourly Rates**

Arthur Feldman	\$400.00
Associate Attorney	\$250.00
Paralegal	\$100.00

#### **In-House Charges**

Photocopies:	\$.07/page
Inbound Fax:	no charge
Outbound Fax	no charge
Long Distance:	at cost
Courier services:	at cost
Overnight Delivery: (Fed Ex/UPS)	at cost