

**Attorney-Client Retainer Agreement
(Contingency Fee)**

_____, the CLIENT, hereby retains Robert M. Mansour, Esq. (hereinafter referred to as "ATTORNEY"), to represent CLIENT and do such things as ATTORNEY deems necessary and proper to prosecute any and all of CLIENT claims against any person or entity responsible for injuries and damages sustained on or about _____.

ATTORNEY shall receive as its fees the following percentages of the gross recovery in the case:

- Thirty-three and one-third percent (33 1/3%) of the gross recovery if the matter is settled before filing a lawsuit* OR
- Forty percent (40%) of the gross recovery AFTER a lawsuit is filed, and BEFORE any mediation, arbitration or trial, OR
- Forty-five (45%) percent of the gross recovery if the case is settled DURING OR AFTER any mediation, arbitration, or trial.

(*The term "lawsuit" includes any appropriate demand for arbitration where a lawsuit may not necessarily be filed, such as in an uninsured motorist cases)

This agreement shall apply to any underinsurance motorist claim.

CLIENT acknowledges that no Appeals or other post-trial motions need be taken without both parties' consent. The fee for an Appeal is separate and apart from this agreement and negotiable between CLIENT and ATTORNEY.

The ATTORNEY is hereby given a lien for its fees, costs, and other advances upon CLIENT'S cause of action, and upon any settlement, judgment or award made or secured herein. Said lien is based upon the reasonable value of ATTORNEY'S services performed for or on behalf of client.

Minor's Claim: In the event the services contemplated herein are on behalf of a minor, the fee set at any required hearing before the court shall prevail over this agreement.

IF NO RECOVERY IS OBTAINED, THE ATTORNEY WILL RECEIVE NO FEE, but CLIENT shall reimburse ATTORNEY for any outstanding costs and other necessary disbursements actually paid or incurred by said ATTORNEY. The contingency schedule, as set forth above, is not set by law but is negotiable between ATTORNEY and CLIENT. In most undisputed claims,

Law Office of Robert M. Mansour

28212 Kelly Johnson Parkway, Suite 110, Valencia, California 91355

Ph: (661) 414-7100 / Fax: (866) 481-4265

www.MansourLaw.com

ATTORNEY may advance costs until the case is resolved by settlement, award, decision or verdict. ATTORNEY may advance costs on behalf of CLIENT from time to time, but shall not be required to do so. Furthermore, ATTORNEY shall have the right to ask client to pay the costs and expenses of CLIENT'S case and CLIENT agrees to advance any costs necessary for the investigation and prosecution of this claim within 15 days following request by ATTORNEY.

Costs will be maintained in the CLIENT TRUST ACCOUNT until actually expensed by ATTORNEY. CLIENT authorizes ATTORNEY to use ATTORNEY'S discretion in the expenditure of costs. ATTORNEY will provide a breakdown of costs expensed promptly after request from CLIENT. If CLIENT fails to advance costs as request by ATTORNEY, then CLIENT consents to ATTORNEY'S withdrawal from the case, either by motion to the court, or by filing a substitution of attorney placing client as attorney for him/herself ("pro per"), or naming any new attorney who has agreed to undertake CLIENT'S representation.

CLIENT understands that litigation expenses are difficult to estimate and can range from a minimum of about \$100 for photocopying records and incidentals to tens of thousands of dollars for expert witness consultation and testimony. Depending on the specific facts of a case, costs may include, but are not limited to, copying fees of records, investigation and photography or videography, medical reviews, complex legal research, employment of technical and medical consultants, forensic analysis, other medical related costs, transportation and trial exhibits, jury fees, filing fees, witness fees, depositions/court reporter fees, contract attorney appearance fees, travel expenses, sanctions for violation of discovery rules or other procedures, telephone and parking expenses.

Any costs and liens, including medical expenses chargeable to the CLIENT shall be deducted from the CLIENT'S share of the recovery after deduction of the ATTORNEY'S fee and any legal expenses advanced by ATTORNEY. ATTORNEY is given authority to negotiate and pay liens on CLIENT'S behalf. Unless CLIENT requests transmittal of CLIENT'S file in writing from ATTORNEY, CLIENT authorizes destruction of the file after 5 years from the date the case is concluded, without additional notification from the ATTORNEY.

CLIENT agrees to cooperate fully in all phases of litigation and immediately notify ATTORNEY of any changes in address, telephone number or employment. If CLIENT cannot be located for more than 6 months, ATTORNEY may settle or dismiss the case at ATTORNEY'S discretion. CLIENT gives ATTORNEY authority and power to settle or dismiss case and sign any agreement(s) on CLIENT'S behalf only in the event client cannot be located for more than 6 months. ATTORNEY will hold CLIENT'S share of any settlement in CLIENT'S STATE BAR APPROVED TRUST ACCOUNT.

CLIENT further agrees that ATTORNEY may withdraw if CLIENT fails to accept a recommended settlement or otherwise fails to follow reasonable instructions of ATTORNEY during ATTORNEY'S representation. In any such event, CLIENT consents to ATTORNEY'S

Law Office of Robert M. Mansour

28212 Kelly Johnson Parkway, Suite 110, Valencia, California 91355

Ph: (661) 414-7100 / Fax: (866) 481-4265

www.MansourLaw.com

withdrawal from case, either by motion to the court, or by filing a substitution of attorneys placing client as attorney for him/herself (“pro per”), or naming any new attorney who has agreed to undertake CLIENT’S representation. The ATTORNEY may also withdraw from the case for any reason prior to trial by giving the CLIENT 30 days written notice to the CLIENT’S last known address.

CLIENT acknowledges that ATTORNEY is not making any worker’s compensation claims on CLIENT’S behalf and, if a work injury is involved, CLIENT IS ADVISED TO SEEK THE SERVICES OF A CERTIFIED WORKER’S COMPENSATION SPECIALIST. CLIENT consents to the association of other attorneys, paralegals, and consultants to assist ATTORNEY and/or to the payment of receipt of referral fees by ATTORNEY. CLIENT acknowledges that ATTORNEY has made no guarantees regarding the successful termination of said cause of action, and all expressions relative thereto are matters of opinion only. CLIENT appoints ATTORNEY, as CLIENT’S ATTORNEY IN FACT TO ENDORSE AND DEPOSIT INTO CLIENT’S STATE BAR APPROVED TRUST ACCOUNT ALL MEDICAL PAYMENTS AND SETTLEMENT DOCUMENTS, AND CHECKS. CLIENT gives ATTORNEY authority to negotiate and pay all lien claimants, including but not limited to doctors, experts, and insurance carriers.

I have read and agree to this Retainer Agreement, and hereby acknowledge receipt of a copy:

Dated this _____ day of _____, 20_____

Robert Mansour
Law Office of Robert Mansour

By: _____

Client’s Name: _____

Client’s Signature: _____

Complete Address: _____

Email Address: _____

Home Phone No.: _____

Alternate No.: _____

Law Office of Robert M. Mansour
28212 Kelly Johnson Parkway, Suite 110, Valencia, California 91355
Ph: (661) 414-7100 / Fax: (866) 481-4265
www.MansourLaw.com