

# *LawyersByWinRate.com*

## **ATTORNEY-CLIENT REPRESENTATION AGREEMENT**

This agreement is made between United States Arbitration Corporation. and Client Name. Throughout the remainder of this document, United States Arbitration Corporation. will be referred to as "Attorney" and Client Name will be referred to either singularly or collectively as "Client." This agreement is a contract, and shall describe the services that Attorney will provide to Client, the compensation that Attorney will receive, and each parties' obligations relating to the performance of this contract.

### **SECTION I.- EFFECTIVE DATE**

This contract shall take effect upon its execution by both parties.

### **SECTION II.- SCOPE OF REPRESENTATION**

**Free Consultation:** In the first stage, Attorney will assist Client in determining whether Client has a valid case. If so, Attorney shall attempt to place the case on a co-counsel basis with a Local Counsel who we have identified as being the best available for Client's Court, Case Type and/or Judge. Attorney will evaluate potential legal issues affecting Client's case, but will not render any substantive services in connection with either the prosecution or defense of any litigation. It may take some time to complete this stage. **There shall be no fee for these services.**

### **SECTION III.- ATTORNEY'S COMPENSATION**

Attorney will not bill the client. If Client's case is successfully placed with Local Counsel, Client will be billed at their rates as per their standard client representation agreement. Attorney will remain as a co-counsel on the case and receive a fee share of the case revenues.

### **SECTION IV.- COSTS AND EXPENSES**

Attorney will not charge Client costs or expenses. These may be charged by Local Counsel to Client as per their standard client fee arrangements.

### **SECTION V.- ATTORNEY'S LIEN**

Client grants Attorney and Local Counsel a lien on all claims in which Attorney represents Client under this agreement The lien shall cover any costs advances, and any fees due to Attorney, including contingent fees, shifted fees, or fees based upon the doctrine of quantum meruit. This

lien will attach to any money or property recovered by Client arising from Attorney's services described herein. Attorney shall also have a lien on Client's records, money, or property in Attorney's possession for any sums due and owing to Attorney at the termination of Attorney's services. Client shall pay all reasonable charges, in advance, for any and all copies of records requested by, or on behalf of client.

## **SECTION VI.- GOOD FAITH COOPERATION**

Client recognizes that a successful outcome in this matter is only possible with significant participation from Client. From time to time, Attorney will need information and/or documents from Client. Client will also likely be required to attend at least one deposition, appear in person at mediation, provide written answers to questions served by the opposing party (interrogatories), (normally) prepared with Attorney's assistance, and produce documents requested by the opposing party. Client may also be required to attend court proceedings. Client agrees to cooperate in all litigation related responsibilities, and to be reasonably accessible when Attorney needs to communicate with Client. Client shall keep attorney informed regarding Client's phone number, mailing address, and email address. The failure to comply with this provision shall constitute a breach of this contract.

The primary purpose of this representation is to obtain a monetary recovery for Client due to the opposing party's violation of the law, and for Attorney to receive the agreed upon compensation. On occasion, opposing parties will offer non-monetary settlements in exchange for the dismissal of claims asserted by consumers. These offers will often include loan modifications or debt forgiveness. Many of these offers result in a situation where there is no recovery that can be used to pay Attorney. In some cases, opposing parties make such offers with the specific goal of undermining Attorney's practice in an effort to make it financially difficult or impossible for Attorney to continue to represent similarly situated clients with claims against the opposing party. Client understands that accepting any non-monetary settlement shall constitute a breach of this agreement, and that as a result Client shall be responsible for paying Attorney pursuant to the rate schedule described above for all time spent on Client's behalf.

Client further acknowledges that attempting to re-negotiate the terms of this agreement after it is executed, and withholding cooperation in accomplishing the objectives of this agreement, shall constitute a breach of this contract.

## **SECTION VII.- TERMINATION AND WITHDRAWAL**

Either party may terminate this agreement at any time. Upon the termination of Attorney's services, whether or not it is terminated by Client or by Attorney, all unpaid costs that Attorney advanced shall immediately become due and payable to Attorney. However, if this agreement is terminated by Attorney, and such termination is not for cause, Client shall have no obligation to immediately reimburse third party costs, although those costs shall be paid from any settlement as outline above. Attorney will be entitled to recover any shifted or contingent fees available at the end of the case that are attributable to Attorney's services rendered prior to withdrawal pursuant to the doctrine of quantum meruit. Attorney will likewise, subject to the terms of Section V above, deliver to Client all records of the case and all property of client in Attorney's possession, except

those subject to any lien. Client is similarly free to terminate attorney at any time, provided that if Client terminates Attorney, Client shall retain substitute counsel and make a diligent effort to pursue the case. Any failure to do so will constitute a breach of the contract, and Client shall be obligated to pay attorney the amounts required under the rate schedule described above.

## **SECTION VIII.- DISCLAIMER OF GUARANTEE**

Attorney will use its best efforts in representing Client, but makes no promises or guarantees regarding the outcome of Client's case. Attorney's comments regarding the outcome of the case are mere expressions of opinion. Neither does Attorney guarantee any time frame within which Client's case will be resolved. Contracting Local Counsel is on a best efforts basis.

## **SECTION IX.- DISCLOSURE OF RISKS INHERENT IN LITIGATION**

Client has been advised that litigation is inherently risky, unpredictable, and expensive. While Attorney will use best efforts and reasonable professional judgment, it remains possible that this matter could be resolved against Client simply because a judge or jury disagrees with Client and or Attorney regarding the merits of the case.

Generally, the prevailing party is responsible for the opposing party's costs, but not attorney's fees. Thus, if Client does not prevail in this action, Client recognizes that Client will likely be required to pay the opposing party's costs. The amount of the costs can be difficult to predict. Any cost number however is only an estimate, and Attorney does not guarantee or warrant it.

In some limited circumstances, it may be possible that Client could be held responsible for the opposing party's attorneys' fees. Unless a claim is asserted under a "double fee shifting" statute, those circumstances generally do not arise at the outset of litigation. Attorney does not currently intend to pursue any claims under a "double fee shifting statute" and will not do so unless authorized in writing by Client. Attorney will use Attorney's best efforts to timely advise Client should those circumstances arise here. Client is hereby warned that, should Client become unavailable or inaccessible for an extended period of time, one consequence of such unavailability could be exposure to shifted fees. In no event shall Attorney be liable for any prevailing party attorneys' fees or costs incurred by Client.

## **X.- CO-COUNSEL RELATIONSHIPS**

Client have consulted or retained another attorney, and may be simultaneously represented by another law firm in addition to Attorney in connection with this matter. Attorney has relationships with other law firms and Legal Aid or Legal Services organizations. This contract shall not replace any agreement that Client may have with any other related attorneys. Often where there are more than one law firm or organization of attorneys involved, the contingent fee may be shared pursuant to a separate co-counsel agreement.

## **SECTION XI.- CLIENT CONTACT INFORMATION**

Client's address, phone number and email address is below. Attorney may communicate with Client using any of these. If Client's address, phone number, or email address changes, Client agrees to immediately notify attorney.

## **SECTION XII.- DISBURSEMENT STATEMENT**

Whenever any funds are recovered from any adverse party, those funds will be held in escrow and disbursed pursuant to the terms of this agreement. Prior to disbursement, Attorney or Local Counsel shall provide Client with a written statement explaining the total amount recovered, the total amount of third party costs, the total amount of attorneys fees, and the amount to be paid to each attorney. No funds will be disbursed until Client executes the disbursement statement. If Client refuses to execute the disbursement statement, or is unavailable to do so for a prolonged period of time, Attorney will commence an interpleader action. In the event that Client's acts or omissions make an interpleader action necessary, Client agrees that any time spent by Attorney in connection with the interpleader action shall be reimbursed at the amounts set forth in the above rate schedule and any third party, shall be reimbursed entirely from the recovered funds that would otherwise be payable to Client.

## **SECTION XIII.- CLIENT'S RIGHTS**

The undersigned Client has, before signing this contract, received and read the statement of client rights and understands each of the rights set forth therein. The undersigned Client has signed the statement of client rights and received a signed copy to refer to while being represented by Attorney.

## **SECTION XIV.- PAYMENT OF REFERRAL**

This clause is required under California Rules of Professional Conduct 7.2(b) and provides that the payment of the referral fee to the referring attorney will not increase the client's legal fees.

## **SECTION XV.- CLIENTS CHANGING COUNSEL**

Due to Bar Rules, neither Attorney or Local Counsel may represent client on a given legal matter if client has already retained a lawyer for the matter. Neither Attorney nor Local Counsel can represent the client on a specific legal matter until the client has retained them and terminated any existing legal representation. Attorney and Local Counsel's sole role regarding the client is to evaluate their case and to help client seek new representation as per their wishes. It is expressly stated that client has approached Attorney and Local Counsel expressing a desire to change legal representation. Neither Attorney nor Local Counsel approached or solicited the client to change representation.

## **SECTION XVI.- POWER OF ATTORNEY**

I hereby give Attorney, my Power of Attorney to obtain medical records/bills, employment records, reports of law enforcement agencies and other governmental entities, to execute all complaints, claims, contracts, settlements, checks, drafts, compromises, releases, dismissal and orders as I could myself.

Signatures Below:

Client signature :

Client Name : Client Name

(Client)

United States Arbitration Corporation

Jesus Diaz

Director, United States Arbitration Corp

Date: December 9, 2022 from IP: 54.163.187.159.