

Schapiro & Leventhal

A Professional Law Corporation

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Steven I. Schapiro
Stan Leventhal

ATTORNEY-CLIENT AGREEMENT

The undersigned _____ hereinafter called Client, hereby employs SCHAPIRO & LEVENTHAL, A Professional Law Corporation, hereinafter called Attorney, as Client's Attorney to represent Client in enforcing a cause of action arising out of an occurrence which happened on or about _____, **in the City of _____, California.** Attorney accepts said employment and agrees to take such steps as are in their judgment reasonably advisable to enforce Client's rights. Attorney is authorized to file suit on Client's behalf at Attorney's discretion.

Attorney shall receive as a fee Thirty-three and one-third percent (33 1/3%) of the gross recovery. The term "gross recovery" includes the present value of any structured settlements wherein client receives a recovery comprised, in whole or in part, of deferred payments. In the event there is no recovery, Attorney shall not receive anything for his services.

Hospital and medical bills incurred by me may be paid by Attorney, on my behalf, out of my share of the recovery in this matter provided that I have executed a lien or otherwise directed Attorney to make such payment(s).

In the event that I discharge SCHAPIRO & LEVENTHAL, A Professional Law Corporation, from employment as my Attorney, SCHAPIRO & LEVENTHAL, A Professional Law Corporation, shall receive out of any recovery in this matter a sum equal to the number of hours worked on the file times an hourly rate of \$350.00 per hour, plus costs advanced. A lien for these sums is hereby granted.

If after necessary investigation, Attorney believes the claim is without legal merit, Attorney may, on reasonable notice to Client, withdraw from representation of Client. In the event of such voluntary withdrawal, Attorney shall waive all fees for legal services, but shall be entitled to reimbursement from Client for costs advanced.

Pursuant to California Business & Professions Code Section 6147, the fee in this matter is not set by law but is negotiable between attorney and client. Attorney maintains a policy of professional liability insurance in excess of limits required by statute.

The parties hereto, both client and attorney, agree that any dispute arising out of this contract or related thereto, whether pertaining to fees or other financial charges, or a claimed breach of this contract, or to attorney's professional services rendered to client,

or any other disagreement of any nature, type or description, regardless of the facts or legal theories which may be involved, alleged or asserted, shall be resolved by binding arbitration before a single arbitrator before the American Arbitration Association in Los Angeles, California, in accordance with the Commercial Rules of the American Arbitration Association in effect at the time the arbitration proceeding is initiated, and each side shall bear that side's own costs, expenses, and attorney fees incurred in the arbitration and any proceeding connected therewith.

Client acknowledges that "binding arbitration" as used herein means that any dispute or controversy as described hereinabove will be resolved by a single arbitrator, and the award of the arbitrator can be enforced as a court judgment. By this agreement, both client and attorney give up their respective rights to have any dispute or controversy that pertains to this retainer contract, or the legal services to be provided, to be heard or decided by a judge, a jury, or a court of record.

Client shall pay all court or arbitration costs and investigation costs. Any said costs advanced by Attorney shall be repaid to Attorney from client's share of recovery remaining after deduction of Attorney's fee.

No dismissal or settlement shall be made without consent of Client. Attorney may withdraw from the case at any time after giving 30 days notice to Client. Attorney may, at their own expense associate other counsel herein. Attorney is given a secured interest for their fee and advances upon any recovery obtained herein, and is authorized to deduct their fee and advances therefrom and to pay the balance to Client.

Client acknowledges receipt of a duplicate copy of this Attorney-Client Agreement.

Dated: _____, 2011

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