



ATTORNEY'S CONTRACT OF EMPLOYMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE

COUNTY OF DALLAS

so

PRESENTS

THAT WHEREAS _____, (hereinafter called “Client(s)”) desires to retain the services of **THE KANE | VARGHESE LAW FIRM, A Professional Corporation**, (hereinafter “Attorney”), its agents, servants and employees of Dallas County, Texas to represent Client(s) in a tort and/or contract claim for negligence, personal injury, and/or UM/UIM/PIP. I have contacted the attorney on my own initiative, and I acknowledge and agree that the attorney (or any person acting directly or indirectly on attorney’s behalf): (A) Did not initiate contact with me or solicit me in order to secure professional employment as my attorney; and (B) Did not offer any inducements or anything of value to encourage or coerce me to employ the attorney in this matter.

Scope of Representation:

1. Attorney agrees to represent Client(s) in a negligence, personal injury, and/or UM/UIM/PIP tort and/or contract action, which occurred on or about _____. Attorney agrees to bring suit in Client(s) cause(s) of action and shall litigate the case until trial and judgment.

Attorney's Fees & Costs:

2. Client(s) agrees to pay and hereby assigns to Attorney as compensation for services **33** percent of the total recovery, if such recovery is made **prior** to filing suit on behalf of Client(s). Client(s) agrees to pay and hereby assigns to Attorney as compensation for services **40** percent of the total recovery, if such recovery is made **after** filing suit on behalf of Client(s). The calculation for Attorney's fees shall be made on the total recovery made, prior to any deduction for expenses. Attorney shall front all associated expenses and costs of litigation. Such expenses shall be deducted from any recovery made on behalf of Client(s), **after** the calculation for Attorney's fees, if any recovery is made. If Attorney makes no recovery on behalf of Client(s), Client(s) shall not be responsible for any costs or Attorney's fees as it relates to the litigation or prosecution of the negligence, personal injury, and/or UM/UIM/PIP tort and/or contract action. Client(s) understands and agrees that Client(s) shall solely be responsible for Client's medical expenses incurred and Attorney shall not in any event be responsible for Client's medical expenses. Client(s) understands that Client(s) is solely responsible to pay all of his or her medical bills.

Client(s) Initials Here: _____

3. It is expressly the intent of client(s) to retain undersigned attorney for scope of representation reflected herein.

4. All sums due and to become due are to be paid at Attorney's office located in Dallas County, Texas.
5. To secure payment of all sums due, Client(s) hereby assigns to Attorney an interest in Client's cause(s) of action under this contract and gives to Attorney a security interest in any of Client's funds or other property coming into Attorney's possession.
6. This Agreement, which is supported by good and valuable consideration, correctly states our agreement concerning the handling of this case and the payment of fees and expenses. Attorney shall provide Client(s) with an accounting of all expenses incurred in the prosecution of the claim(s) at a time when both parties agree that such accounting shall be reasonable and feasible.
7. Client(s) grants Attorney the authority to seek the participation of other attorneys in the representation of claims set forth herein or auxiliary claims arising out of the incident made basis for the representation. Should other attorneys become involved in the representation of Client(s), all parties agree that the representation by all attorneys shall be deemed substantial involvement. Attorney and Client(s) agree that should other attorneys not specifically listed in this contract become involved in the representation of Client(s), that The Kane | Varghese Law Firm, P.C. shall split fees with the other attorneys based on the level of involvement and as agreed to by Attorney. Client(s) shall not have to pay any additional fees other than what has been specifically agreed to herein.
8. Client(s) understands that because of the inherent uncertainties of contested legal matters, results cannot be and are not promised or guaranteed by Attorney. Client(s) understands that Attorney makes no promises or guaranties on the outcome of the case. Client(s) agrees that nothing in this agreement and nothing in Attorney's statements will be construed as a promise or guaranty of the outcome of the case. Client(s) understands and agrees that any of Attorney's comments are mere expressions of opinion only and has not been construed by Client(s) as a guaranty of outcome.
9. Client(s) understands that if after further investigation Attorney determines that Attorney is not able to represent Client(s) in the case, Attorney reserves the right to withdraw from the case and Client(s) agrees to the same. Attorney or Client(s) has the right to terminate this representation upon written notice to the other. If Client(s) terminates this contract, Client(s) will remain liable for Attorney's fees and expenses incurred on Client's behalf prior to such termination, plus any fees and expenses incurred at Client's request in transitioning to substitute counsel. All things and documents in Attorney's files on these matters will become the property of Client(s) and will be turned over to Client(s) at Client's request, except that if Attorney is not fully paid for services and expenses incurred in Client's behalf, Attorney has a lien until all such amounts are fully paid. Client(s) understands and agrees that Attorney intends to comply fully with the Texas Lawyer's Creed, as adopted by the Supreme Court of Texas, and Client(s) promises to support Attorney in such compliance. If Attorney terminates this contract, Client(s) shall not become responsible for any Attorney's fees or costs or expenses, other than Client's own medical expenses.
10. To secure the performance of Client's obligations as set forth below, Client(s) hereby transfers and assigns to Attorney an undivided interest in Client's claim(s), such interest being equivalent to the amount or percentage that Client(s), by this Agreement, promises to pay for the services of Attorney. Attorney is authorized to execute a UCC-1 security agreement to evidence this lien.

11. No settlement of any nature shall be made for any of the aforesaid claim(s) of Client(s) without the complete approval of Client(s), and all offers of settlement shall be communicated to Client(s); Client(s) shall not obtain any settlement on the aforesaid claim(s) without the complete approval of Attorney.

12. Attorney may, in his sole discretion and expense, associate any other attorney or professional in the representation of the aforesaid claim(s). Client(s) authorizes Attorney to issue letters of protection to service providers and associated professionals and to satisfy such obligations from the funds received from the settlement of the matter(s) for which Attorney is retained.

13. Client(s) shall keep Attorney advised of his or her current address and phone number, shall appear on reasonable notice at any and all depositions and court appearances, cooperate in the preparation of responses to discovery and shall comply with all reasonable requests of Attorney in connection with the services to be performed and preparation and presentation of the aforesaid claim(s) or cause(s) of action of Client(s). If Client(s) anticipates any extended travel or other cause that would make Client(s) unavailable to assist in the legal matters, Client(s) shall notify Attorney as soon as it is practical.

14. This agreement 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 Dallas County, Texas. Venue of any dispute arising out of this agreement shall be exclusive in Dallas County, Texas.

15. 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.

16. 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 provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. Any and all modifications to this agreement shall only be effective if made in writing.

18. Attorney is hereby authorized to obtain all information and reports relative to Client's lawsuit including but not limited to information and reports related to employment records, medical records, and medical bills. Attorney is further authorized to issue letters of protection to service providers to insure that the providers are paid from Client's portion of the recovery. Attorney is further authorized to require that all settlement checks be made jointly payable to Attorney and Client(s).

WITNESS OUR HANDS AT DALLAS, TEXAS ON _____, 20_____.

2711 HASKELL AVENUE #550, DALLAS, TEXAS 75204

AUSTIN
email: info@texlaws.com

DALLAS

HOUSTON

SAN ANTONIO
url: www.texaslaws.com

Client _____

Client _____

Biju Varghese, Attorney