

## LEGAL SERVICES AGREEMENT

### 1. REPRESENTATION

Laila Hassan (“Client”) hereby retains hereby retains **HADOUSCO | PLLC** and **THE LAW FIRM OF PUCKETT & FARAJ, PC** (“Attorneys”) to represent her as the Plaintiff in a civil action against her medical care providers stemming from a negligently performed Lap Band surgery and/or negligent post-operation care (the “Civil Action”).

Client understands that no particular attorney is being retained, but rather the Attorneys are collectively undertaking legal representation of the Client according to this agreement. Attorneys reserve the right to assign and delegate all aspects of such representation as Attorneys deems appropriate. Delegation may include assignment of attorneys and any legal or paralegal work deemed necessary by Attorneys to properly represent the Client.

### 2. LEGAL SERVICES

Attorneys shall use professional diligence to meet Client’s timing requirements and priorities. Legal services shall include but are not limited to writing, reviewing and signing letters, file review, legal research, preparing or responding to interrogatories or other discovery procedures, preparation of court papers, telephone or conference time with Clients, relatives, friends or other persons involved in the case, depositions, meetings with experts, travel, court appearances and any other time spent and/or work performed relating to Client’s case.

### 3. FEE

Client agrees to pay a **ZERO DOLLAR (\$0)** retainer fee to Attorneys for legal services regardless of the outcome. The retainer fee shall cover all of the time necessary to represent Client in the Civil Action. Attorneys shall abate all reasonable attorneys’ fees in lieu of the contingency fee stated below unless Attorneys are released prior to the final disposition of the case.

If Attorneys are released prior to the final disposition of the case, Client further agrees that all reasonable attorneys’ fees, as abated, shall be considered earned for all work accomplished to that agreed upon date, as assessed by Attorneys at a rate of **Three Hundred Seventy-Five Dollars (\$375.00)** per/hour for all court appearances, file review, depositions, legal research and drafting of pleadings, and at a rate of **One Hundred Fifty Dollars (\$150.00)** per/hour for administrative/clerical services, conferences, correspondences, and telephone calls.

#### **Contingent Fee:**

Client agrees to pay a contingency fee of **FORTY PERCENT (40%)** of any settlement or recovery, whether at trial or otherwise. If Attorneys handle this matter to final resolution (not including any appeal or subsequent proceeding) and are unsuccessful, Client shall not be responsible for Attorneys’ fees.

### 4. COSTS

Client shall be responsible for all costs, fees, and other charges actually paid or incurred by Attorneys regardless of the outcome including, but not limited to, investigative services or experts, any required travel, transportation and lodging, printing and photocopying, postage, phone calls and facsimiles, transcription services and electronic research fees. Attorneys may advance such costs. Attorneys shall consult with and obtain Client’s consent prior to incurring any costs Client’s behalf.

5. **ASSOCIATION**

Attorneys may assign all or any portion of the work to be performed to associate counsel for the purpose of making court or arbitration appearances. Attorneys may split the contingent recovery with such associate counsel.

6. **CLIENT RECORDS**

Attorneys agree to send Client copies of all documents filed in Client's case, all correspondence, and any and all other printed materials for Client's personal file as requested by Client. Attorneys shall retain a copy of all information for its file. When Attorneys have has completed all the legal work necessary for Client's case, Attorneys will close Client's file and return all original documents to Client.

7. **COVENANTS**

Attorneys agree to provide conscientious, competent, and diligent services, and Client agrees to cooperate with Attorneys and others working on Client's case by keeping appointments, producing documents and making payments as agreed.

8. **SUBSEQUENT PROCEEDINGS**

This Agreement does not cover Attorneys' fees in the event of an appeal or retrial.

9. **OUTCOME**

Since the outcome of negotiations and litigation is subject to factors, which cannot always be foreseen, Client acknowledge and understand that **Attorneys have made no promises or guarantees to Client concerning the outcome and are unable do so.** Nothing in this Agreement shall be construed as such a promise or guarantee. Client further acknowledges that attorneys' fees and costs may be assessed against Client in the event Client is not successful during litigation or at trial.

10. **WITHDRAWAL**

Attorneys may withdraw from representation in this matter if you: insist upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; personally seek to pursue an illegal course of conduct; insist that Attorneys pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; insist that an attorney engage in conduct that is contrary to his or her judgment but not prohibited under the disciplinary rules; or deliberately disregard any agreement or obligation to Attorneys as to the timely payment of costs, expenses or fees as required by this agreement for services rendered.

In any of these events, or if you instruct us to withdraw, you agree to be responsible for a substitution of counsel. If Attorneys withdraw in accordance with this section of this Agreement or pursuant to your instructions you understand and agree that you will be responsible for payment of reasonable attorneys' fees for all time expended to date and costs and expenses as herein provided. In the event there is a question, concern or complaint, you shall direct it to the lead attorney responsible for your case or to any partners in the Attorneys' respective law firms.

**12. AUTHORITY TO ACT**

Client hereby grants Attorneys full power and authority to prepare, endorse, execute and/or file, on your behalf, all complaints, claims, contracts, checks, settlements, drafts, compromises, releases, verifications, deposits, and orders that, in my opinion, are necessary in connection with this matter. It is expressly agreed that no terms of settlement, plea, or compromise will be agreed to on your behalf without your prior consent.

**11. CLIENT ACKNOWLEDGEMENTS**

Client acknowledges that Client has read and understands all the terms contained in this Agreement and has had full opportunity to consider its terms. Client further acknowledges that whether written, spoken or recorded by any other means, no other terms are made part of this Agreement. Client is in agreement with the terms of this Agreement and has signed on the signature lines below.

**DATED this \_\_\_\_ day of DECEMBER in the YEAR 2010.**

**Client Signature:**

\_\_\_\_\_  
**Laila Hassan, Individual**

**Client Printed Name:**

\_\_\_\_\_  
**LAILA HASSAN**

**Accepted By:**

\_\_\_\_\_  
**/s/NICK N. HADOUS**  
**On behalf of HADOUSCO |PLLC**

**Accepted By:**

\_\_\_\_\_  
**/s/HAYTHAM FARAJ**  
**THE LAW FIRM OF PUCKETT & FARAJ, PC**