

## Dixie Fire Retainer

This document is a **LEGALLY BINDING AGREEMENT** which sets out the terms of your legal representation with Wagner Law Group, P.C. Take time to read and understand the terms. You are free to consult another attorney before you sign this agreement.

1. **PARTIES TO THIS AGREEMENT:**  , hereinafter, "Client". Wagner Law Group, P.C. ("WLG"), hereafter "Attorney" or "Attorneys" or "Law Firm."

2. **SERVICES TO BE PROVIDED:** Consultation and advice to Client, including representation on claims to be brought against Pacific Gas & Electric Company / PG&E Corporation, and/or their insurers, as well as and any other person or entity Attorney reasonably believes may bear liability or responsibility for the matter referenced herein (hereafter, "Defendants"), for Client's personal injuries and/or other damages caused by Defendants relating to the Dixie Fire which began on or about July 14, 2021 in or near Butte County/Plumas County, California.

3. **LIMITATION OF REPRESENTATION:** Attorneys are representing Client only in the matter described in Paragraph 2, above. This Agreement does not apply to disputes with Client's home insurance provider. This agreement does not apply to any other legal matters. This Agreement does not cover representation on appeal.

4. **NO PROMISES OR REPRESENTATIONS OF VALUE OR OUTCOME:** Attorneys make no representations or promises to the client as to the settlement/verdict/judgment value of the case, and cannot promise that the case will resolve in client's favor through settlement or trial.

5. **RESPONSIBILITIES OF ATTORNEYS AND CLIENT:** Attorneys will perform the legal services called for under this Agreement as directed by Client, and will keep Client informed of Attorneys' progress in their efforts to obtain resolution of the claims/lawsuit. Client will keep Attorneys reasonably informed of events relative to the claims/lawsuit. Client will provide Attorneys with updated contact information if changes are made to Client phone number(s), email address, or physical address. Attorneys agree to prosecute the claims/lawsuit through arbitration/mediation and/or trial and verdict.

6. **ATTORNEY FEES:** Client agrees that the payment of Attorneys' fees will be contingent upon the outcome of the lawsuit. This means that the Attorneys agree that Attorneys will receive a fee for their services only if Attorneys are successful in obtaining a recovery for Client. Fees will be 30% of the total recovery by way of settlement, judgment, arbitration, or other proceeding. After attorney's fees are deducted from Client's recovery, any costs or expenses advanced by Attorneys will be repaid to Attorney from Client's remaining recovery.

- A. In the event that Client is a minor at the time the Recovery is obtained, the Fee shall be the maximum portion of the recovery that the law or a Court allows. Client consents to Attorneys requesting a fee in accordance with this provision.
- B. Client understands that costs are not deducted from any recovery before calculating the amount of attorney fees.
- C. In the event the ultimate recovery is insufficient to cover fees and costs, fees are deducted first, costs are deducted second, and if the costs owed exceed the remaining recovery, Client will owe no additional costs.
- D. Client and Attorney acknowledge that the payment of contingency fees is not set by law and is negotiated between attorney and client.

7. **COSTS:** Costs will be advanced by Attorneys and are due upon recovery of any judgment, settlement, or award from Defendant. Client understands that costs are not deducted from any recovery before calculating the amount of Attorneys' fees. Costs include, but may not be limited to, filing fees, expert fees, long distance telephone charges, facsimile charges, messenger service fees, photo copy expenses, investigation costs, process server fees, transcripts, and travel expenses.

- A. If Client does not recover from Defendant, Attorneys will receive no reimbursement of costs from Client.
- B. In the event Attorneys borrow funds to finance the litigation, then the cost of borrowing the money, (the interest paid to the bank) shall also be recoverable as a cost item.
- C. **IN-HOUSE SERVICES:** Attorneys use various in-house services including but not limited to, messenger service, process serving, delivery, transportation, jury research and court filings. Attorneys may, at their



option, elect to use these in-house services and will add charges to the costs to be paid at the end of the case, if CLIENT's case is successful. These charges are intended to match the market costs for such services. If CLIENT does not want Attorneys to use in-house services, CLIENT agrees to pay for the alternative services within 30 days of receipt of invoice, and not at the conclusion of the case. Attorneys will not reimburse CLIENT for alternative service costs, under any circumstance.

8. **SETTLEMENT:** Client appoints Attorneys as his/her attorney-in-fact to execute any and all settlements, drafts, and checks which Client could properly execute, so as to receive in Client's name, any monies payable to Client; and Client authorizes Attorneys to deposit same in Attorneys' trust account.

9. **DISPUTE UNDER AGREEMENT:** In any dispute under this Agreement, Attorneys and Client agree to submit their dispute to binding arbitration. The arbitration shall be conducted before the Judicial Arbitration and Mediation Services ("JAMS") in the appropriate jurisdiction within California, pursuant to JAMS rules and before a JAMS Arbitrator selected by the parties or, if the parties cannot agree, pursuant to the JAMS rules. The parties agree that all disputes shall be governed by California law. In any dispute between Attorney and Client arising from this Agreement, the prevailing party will be entitled to reasonable attorney's fees and cost.

10. **ATTORNEY'S LIEN:** In the event that Client fails to pay any of the legal fees and costs owed to Attorney under this Agreement, Attorney is entitled to an attorney's lien in the amount of the unpaid fees and costs against any recovery by Client against Defendant.

11. **DISCHARGE and WITHDRAWAL:** Attorneys may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, or (c) if no court action has been filed, for good cause and upon written notice to Client. Good cause includes Attorneys' determination not to pursue Client's claim after initial investigation and research, Client's breach of this contract, Client's refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter, or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical.

**Client understands that Attorneys' representation will start with factual investigation and legal research regarding client's claim. If Attorneys determine after appropriate investigation and research that it is not practical or reasonable to pursue Client's claim, Attorneys will have good cause for withdrawal from representation of Client.**

12. **SANCTIONS:** The Court may award monetary sanctions. Sanctions are ordered by the Court to compensate for extraordinary time spent by an attorney compelling the opposing side to do that which they are required to do, but have failed to do. Any sanction award ordered by the Court belongs to Attorneys as compensation for such extraordinary time and is not considered a part of the recovery made on behalf of Client. If such an award includes a cost item, such as a filing fee, such costs items will be credited to the Client's account upon payment thereof.

13. **DIGITAL FILE RETENTION:** All files in Attorneys office are digital. No physical documents will exist in the Client's digital file. Client consents to Attorneys maintaining only a digital file in an effort to reduce paper usage. After our services conclude, Attorneys can, upon Client's request, deliver the file in digital format via a website link (excluding attorney work-product) for this matter to Client, along with any property of Client in our possession. If Client does not request the file for this matter, Attorneys will retain the digital file for a period of two (2) years after this matter is closed. If Client does not request delivery of the digital file for this matter before the end of the two year period, Attorneys will have no further obligation to retain the digital file and, may, at Attorneys' discretion, destroy it without further notice to Client. At any point during the two year period, Client may request delivery of the digital file.

14. **EFFECTIVE DATE OF AGREEMENT:** The effective date of this Agreement will be the date when it is executed by the parties.

15. **COUNTERPARTS AS ORIGINALS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which taken together shall constitute one and the same instrument and Agreement. A photocopy, facsimile transmission or PDF signed counterpart may be used as originals for all purposes for which an original may be used.

16. **CO-COUNSEL FEE ACKNOWLEDGMENT.** Client hereby acknowledges that Wagner Law Group, P.C. can associate with additional law firms and counsel to assist with Client's case. Client further acknowledges that

Wagner Law Group, P.C. can share fees and costs with such associated law firms and counsel. The Attorneys’ agreement to share fees will not increase the fees or costs payable under this contract. The division of fees is based on an agreement between the attorneys, law firms, and legal professionals involved. The attorneys alone have the obligation to pay the fee from the fee(s) stated in paragraph 6, above. Client, pursuant to the provisions of Rule 1.5.1 of the Rules of Professional Conduct of the State bar of California, hereby consents to the payment of a referral fee as set forth in this paragraph.

**I/WE HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES FOR CLIENT. I/WE AGREE THAT THE CONDITIONS AND FEE PROVISIONS ARE FAIR AND REASONABLE. I/WE AGREE TO ALL DIGITAL FILE RETENTION STANDARDS SET FORTH IN THIS AGREEMENT. I/WE AGREE THAT WE WILL HAVE ALL DISPUTES ARISING FROM THIS CONTRACT RESOLVED BY BINDING ARBITRATION AND HEREBY WAIVE MY/OUR RIGHT TO A JURY OR COURT TRIAL AGAINST ATTORNEYS AND AFFILIATED PARTIES. BY SIGNING THIS CONTRACT, I/WE INTEND TO BE BOUND BY IT**

**2021 THE WAGNER LAW GROUP, “ATTORNEY(S)”**

Dated \_\_\_\_\_,

By \_\_\_\_\_  
Nicholas J.P. Wagner

**Client:**

July 3, 2025

X \_\_\_\_\_



# Signature Certificate

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## Timestamp

## Audit

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January 27, 2022 3:55 pm PDT	Jody Jones - jody@www.wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 71.195.187.98
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January 13, 2023 1:46 pm PDT	Rhonda Beckham - rbeckham@wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
January 13, 2023 1:46 pm PDT	Sydney Firstman - sydney@www.wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
January 13, 2023 1:46 pm PDT	Jake Benjamin - jbenjamin@wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 73.220.59.88
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May 16, 2023 11:04 am PDT	Rhonda Beckham - rbeckham@wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
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May 16, 2023 11:04 am PDT	Jake Benjamin - jbenjamin@wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
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May 16, 2023 11:04 am PDT	Aaron Benjamin - abenjamin@wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255
May 16, 2023 11:04 am PDT	Liz TWLG - liz@www.wagnerjones.com added by Rhonda Beckham - rbeckham@wagnerjones.com as a CC'd Recipient Ip: 104.174.140.255



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Page 5 of 5