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# Contingency Fee Agreement

This agreement made on the	day of	, 2018 between
(hereinafter refe	erred to as "Client"), and the Law	Offices of Wagner Law Group P.C.
(hereinafter "Attorney").		

#### PURPOSE OF REPRESENTATION

Client hereby retains and employs the Attorney to represent Client in the prosecution of any and all claims against **Pacific Gas and Electric Company**, which Client may have arising out of the incident which occurred on or about **November 2018** and arising from the incident Client suffered damages and losses.

#### **ATTORNEY FEES**

Attorney will be compensated for services rendered only if recovery is actually obtained for Client. ("Recovery" includes anything of value Client receives including payment of medical expenses.) If Attorney advances any costs or expenses advanced on behalf of Client.

The fee to be paid to the Attorney will be 24% percent of the total amount the Attorney receives for the Client.

After attorney's fees are deducted from the Client recovery, any costs or expenses advanced by Attorney will be repaid to Attorney from the remaining Client recovery.

#### **ALTERNATIVE DISPUTE RESOLUTION**

Client agrees to utilize alternative forms of resolution regarding disputes arising from all claims against all potential defendants. Additionally, Client gives Attorney the right and power to sign any ADR form needed for the purposes of filing a law suit. Client does not agree to give Attorney the right to make a final settlement with regard to Client's claims without first consulting Client.

### **BINDING ARBITRATION**

The parties hereto agree that any dispute relating to Attorneys' fees under this Contract shall be submitted to binding arbitration before the Fresno County Bar Association pursuant to California Business and Professions Code Section 6200, et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California Business and Professions Code Section 6200, et seq.

Any other dispute (other than Attorneys' fees) between the parties hereto arising out of or relating to this Contract or Attorneys' professional services rendered to or for Client, shall be resolved by binding arbitration before the American Arbitration Association prevailing at the time of the Arbitration.

#### APPROVAL NECESSARY FOR SETTLEMENT

No settlement of any nature shall be made of any of the claims of Client without the complete approval of Client.

#### **ASSOCIATION OF OTHER ATTORNEYS**

Attorney may, at the sole discretion and expense of Attorney, associate any other attorney in the representation of the claims of Client.

## WITHDRAWAL OF ATTORNEY

Attorney may withdraw from the representation of Client with regard to the claims of Client at any time after giving Client reasonable notice.

#### **LIEN OF ATTORNEY**

Attorney shall have a lien for services rendered and costs advanced on any sums recovered, whether by settlement or judgment, on account of the aforesaid claims of Client.



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### **COOPERATION OF CLIENT**

Client shall keep Attorney advised of the whereabouts of Client at all times, shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with all reasonable requests to Attorney in connection with the preparation and presentation of the aforesaid claims of Client.

#### **FEE NOT SET BY LAW**

This contingency fee is not set by law, but is negotiable between Attorney and Client. Executed on the day first written above.

Wagner Law Group P.C.		
V		



# Signature Certificate Document name: Contingency Fee Agreement





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Page 4 of 4