



Corporate Office | 4151 Southwest Fwy #602 | Houston, TX 77027 | (833) STORMTX

ATTORNEY / CLIENT CONTRACT

This agreement between Delbert Michael Slusser (hereinafter "Client"), personally and/or through Client's authorized representative, and the following law firms: Galindo, PC Law Firm (hereinafter the "Attorneys").

- (1) Client does hereby hire, retain, employ, and appoint Attorneys to represent Client for any and all claims which client has or may have against client's insurance company as well as any responsible party pertaining to the property damage (i.e. structure, contents), alternative living expenses, bodily injury and/or business interruption which occurred as a result of:
- Windstorm and Hail at the property location(s) described below, on or about 05/31/2024 (hereinafter "Client's Claims.")

Property Location: 300 N Washington Ave

City: Marshall State: TX Zip Code: 75670-3328

- (2) With respect to Client's Claims, Client hereby expressly gives Attorneys power of attorney to: a) bring, open and handle a claim and/or insurance claim, b) file and prosecute a lawsuit at any time at Attorneys' discretion, c) receive settlement or other proceeds, and d) do anything generally which Attorneys may deem necessary and/or advisable.
- (3) **Attorneys' Fees:** As compensation for legal services rendered and to be rendered on behalf of Client and/or in furtherance of Client's Claims, Client shall pay Attorneys, Attorney's Fees and does hereby assign, transfer and deliver to Attorneys an undivided interest in Client's Claims to satisfy said Attorney's Fees and any litigation costs and expenses, advances, loans and interest incurred by Attorneys in furtherance of Client's Claims.

- **33.33%** of any settlement or recovery made before suit is filed thereon;
- **40%** of any settlement or recovery made after suit is filed.
- Attorneys agree that unless Client recovers money, there will be no Attorney's Fees Charged in this case.
- Attorneys will not charge fees on any monies already presented to client through their own negotiations, if any, as of this date.

- (4) Attorneys may employ or associate additional and/or associate counsel to work with Attorneys in furthering Client's Claims, and if said is done, Attorneys will obtain Client's consent for same. Any such additional or associate counsel shall be paid from the contingency fee set out below – so that if Attorneys associates additional or associate counsel, client **will NOT pay additional legal fees**. This does NOT include legal tax, bankruptcy, succession, or estate advice. Client understands that Attorneys do NOT provide tax, bankruptcy, succession, or estate legal services. If any of these services are requested or required by or on behalf of client, then an attorney who handles tax, bankruptcy, succession or estate matters will need to be hired separately and resulting charges will be Client's responsibility - in addition to the contingency fee and charges set out below.
- (5) Attorneys have the right and authority of Client to incur such litigation costs as may be necessary and/or advisable in furtherance of Client's Claims. Client agrees to bear responsibility for any and all litigation costs, which in the event of a successful recovery, shall be deducted from Client's share of any recovery. Litigation costs shall include, but are not limited to, court costs, filing fees, subpoena fees, service of process fees, deposition fees, legal research fees (e.g. Westlaw), delivery service and/or court run fees, outsourced copying and printing costs, expert fees, trial consultant fees, mock trial costs, shadow jury fees, mediation fees, trial costs, travel costs, interest and fees on lines of credit, property damage estimate, and any other case specific litigation cost.
- (6) As used in this Agreement, "gross amount recovered" means the total amount or value of the settlement, award or judgment (including any judicial interest, costs or attorney's fees) recovered before deducting: litigation costs (as defined in paragraph 4 above), expenses, financial assistance, or any other disbursements. Further, if there is a structured settlement, if the settlement involves future payments, or non-pecuniary benefits, the "gross amount recovered" shall be calculated on the present value or cost of the structured settlement, future payments and non-pecuniary benefits.
- (7) Attorneys will appeal said cause to the appropriate court of appeals and prosecute same to a final determination therein. Attorneys have the right to withdraw from this representation after giving client reasonable notice. Attorneys have the right and authority of Client to vote on Client's behalf to accept or reject any proposed bankruptcy plan for any potentially liable party, whether cast individually or as part of a group.
- (8) No guarantee or representation has been made to Client as to what type or amount of recovery, if any, may be expected on Client's Claims. It is further agreed by Client and Attorneys that neither Attorneys nor Client shall have the right, without the consent of the other, to settle, compromise, release, discontinue or otherwise dispose of Client's Claims.
- (9) Client is hereby advised that, at the conclusion of Client's Claims, Attorneys will retain Client's legal files for a period of five (5) years after we close our file. At the expiration of the five (5) year period, Attorneys will destroy these files unless you notify Attorneys in writing that you wish to take possession of them. Attorneys reserves the right to charge administrative fees and costs associated with researching, retrieving, copying and/or delivering such files.
- (10) Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client agrees to keep Attorneys advised of client's whereabouts and provide Attorneys with any changes of client's contact information (e.g., physical address, e-mail address and/or phone number(s)). Client has been advised that a failure to keep Attorneys advised of any contact information changes may result in Attorneys not being able to contact client and/or problems with

client's claim or case, including but not limited to dismissal. Client warrants that neither Client nor Client's spouse is currently involved in or considering filing for bankruptcy under Chapter 7, 11 or 13. Client agrees to inform Attorneys in writing of any intention by Client to file any kind of bankruptcy proceeding, prior to filing said proceeding, as well as once any such proceeding is filed. Client will also advise Client's bankruptcy lawyer that Client is represented by Attorneys in this personal injury matter, and Client will direct and instruct Client's bankruptcy attorney to contact Attorneys prior to filing any bankruptcy proceeding, as well as once any such proceeding is filed. Client understands that it is Client's duty under federal law to disclose the existence of this contract to a bankruptcy court if Client files any bankruptcy proceeding, and to list as an asset any and all claims for damages or personal injury which Client may have, including Client's Claims.

- (11) This agreement is governed by Texas law, contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.
- (12) I authorize my legal team to contact me via text messaging: ☒ Yes ☐ No
 I authorize my legal team to contact me via email: ☒ Yes ☐ No
I understand that I may Opt-Out of texting or email at any time by providing written notice to my attorney.

AGREED AND APPROVED

Client: Delbert Michael Slusser
 (print name)

Attorney: _____

X _____
Signature of Client **Date**

X _____
Signature of Attorney **Date**

Client Phone #: <u>9039388642</u>	Client Email: <u>mikeslusser@ymail.com</u>
Mailing Address: _____	
Insurance Company Name: <u>Atlantic Casualty Insurance</u>	
Claim #: _____	Policy No.: _____
Alternate Contact Name: _____ Phone #: _____	