

Instructions for Completing Contract

***Complete the blanks of the contract**

**** Initial bottom of each page and initial & sign the last page of contract**

Initials_____ * Every page must be initialed by client

THE WOODS LAW FIRM, P.C.

ATTORNEYS AT LAW
2016 Main Street, Ste. 111
Houston, TX 77002
Telephone (713) 651-1115
Facsimile (713) 651-1116

Power of Attorney

This agreement (“Agreement”) is made this _____ day of _____, 20____, between the following parties (“Parties”): _____ (“Client”) and **THE WOODS LAW FIRM, P.C.** (“Attorneys”). In consideration of the mutual promises herein contained, the Parties agree as follows:

I. Purpose of Representation

1.1 Client retains and employs Attorneys to represent Client, to investigate and if appropriate, file suit for and attempt to recover any damages and compensation to which Client may be entitled against any party or parties responsible for same, as well as attempt to compromise and settle all claims of Client, in connection with or arising out of the following:
_____ Claim.

II. Attorneys’ Fee

2.1 In consideration of Attorneys’ services rendered and to be rendered as set out above, Client hereby assigns, grants, and conveys to Attorneys the following present undivided interest in the Claims:

33 1/3% of any settlement or recovery made before suit is filed thereon;

40% of any settlement or recovery made after suit is filed; and 45% of

any settlement or recovery if an appeal is filed.

2.2 Client understands that the Client is giving up at this time to the Attorneys the amounts stated above, and that such percentage is of the total recovery or settlement before any costs, expenses, or disbursements are deducted (and Client understands that all costs, expenses, and disbursements are paid out of the Client’s portion of the recovery, and not out of the Attorneys’ portion).

2.3 If there is any type of settlement whereby the Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay Attorney’s Fees which will be figured on the present value of the total settlement including the present value of future payments.

2.4 The interest assigned and conveyed to Attorneys is based upon the total amount recovered, and the fact that some portion of the amount recovered may be designated as “attorneys fees” by the court or settling party will not limit the compensation to be paid under this Agreement.

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III. Approval Necessary for Settlement

3.1 Attorneys will not settle the claims without Client's approval. However, Client will not make a settlement or offer of settlement without the approval of Attorneys.

3.2 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign, and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client in connection with the Claims as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

3.3 Client hereby authorizes Attorneys to negotiate a settlement of Client's claims in whatever manner, and using whatever negotiation strategy, Attorneys deem appropriate.

IV. No Guarantee of Results

4.1 It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case, and Attorneys have not represented to the Client that the Client will recover any damages, compensation or other funds so desired. The Client has also been informed that obtaining a judgment does not guarantee that the opposing parties will be capable or willing to satisfy the judgment.

V. Court Costs and Expenses

5.1 Attorneys may advance any or all of the court costs and expenses that appear to the Attorneys to be reasonable necessary for the investigation, preparation, trial, and/or settlement of this matter. All such costs and expenses advanced or incurred by the Attorneys shall be deducted from the recovery obtained for the Client from the Client's portion of recovery. The Attorneys' contingent fee shall be computed on the total recovery without deduction for costs, expenses, or disbursements.

5.2 The terms "court costs" and "expenses" include without limitation: filing fees, court costs, expert fees (regarding, without limitation, evaluation, reports, and/or testimony), consultant fees, postage, long distance telephone calls, fax transmissions or receptions, messengers, court reporter fees, record service fees, photocopying, preparation of exhibits and photographs, travel, transportation and/or lodging expenses and parking, service of citation, investigative fees and expenses, court-mandated expenditures, specialized outside counsel fees and expenses (i.e., probate, taxation, bankruptcy), special staff, costs associated with collecting judgments, any expenses of a structured settlement, witness' fees and mileage, medical records, subpoenas, and all other reasonable and necessary costs and expenses which the Attorneys in their professional judgment, determine to be reasonably needed to the prosecution and/or settlement of the Claims of the Client.

5.3 If Attorneys have represented the Client throughout the course of the litigation and do not obtain for Client a settlement or recovery, then the Client will not owe Attorneys a fee or have to pay back any of the above expenses that have been advanced by the Attorneys.

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VI. Cooperation of Client

6.1 Client agrees to cooperate with Attorneys at all times. Client further agrees to keep Attorneys advised of Client's whereabouts (and provide changes of address and telephone numbers), shall appear on reasonable notice, shall appear for all depositions and court appearances upon reasonable notice, and shall comply with all reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid Claims and causes of action of the Client.

6.2 Attorneys may, at their option, withdraw from the case and cease to represent Client should Client fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Claim.

VII. Association of or Assignment to Other Attorneys

7.1 Attorneys may associate any other attorney in the representation of the claims. Further, Attorneys may assign this matter and this Agreement to other attorneys of their choice.

VIII. Texas Law to Apply

8.1 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 Harris County, Texas.

IX. Parties Bound

9.1 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 where permitted by this Agreement.

X. Legal Construction

10.1 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.

XI. Prior Agreements Superseded

11.1 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 with respect to its subject matter.

11.2 Client certifies and acknowledges that Client has had the opportunity to read this Agreement, has been provided a copy of this Agreement, and has knowingly and voluntarily entered into this Agreement fully aware of its terms and conditions. Client further certifies and

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acknowledges that the decision to pursue these claims and to employ these particular Attorneys are solely Client's independent decisions after carefully considering the matter.

XII. No Assignment of Interest in Claims to Others

12.1 Client certifies and represents to Attorneys that they have revoked all prior agreements with other attorneys, if any, and that they have not assigned, sold or transferred any interest in the Claims except to the extent said Claims are assigned to Attorneys as specified in paragraphs 2.1-2.4 herein.

EXECUTED on the day and year noted above.

CLIENT SIGNATURE:

ATTORNEY SIGNATURE:

Signature:

THE WOODS LAW FIRM, P.C.
2016 Main Street, Ste. 111

SSN: _____

Houston, Texas 77002

Address: _____

Telephone: (713) 651-1115

Facsimile: (713) 651-1116

Phone No.: _____

*******Contract is not executed unless signed by The Woods Law Firm, PC*******

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