

STATE OF LOUISIANA :

**RETAINER CONTRACT AND POWER OF ATTORNEY**

PARISH OF CALCASIEU :

THIS CONTRACT OF EMPLOYMENT made and entered into by and between \_\_\_\_\_, hereinafter referred to as "Client", and Hunt Law Firm, L.L.C. & Christian D. Chesson, APLC, Attorneys, hereinafter referred to as "Attorney", WITNESSETH:

WHEREAS Client has a claim or claims arising out of losses in connection with exposure to welding fumes containing manganese and welding products and equipment.

WHEREAS, Client desires the services of Attorney to represent Client, in said claim, by conference, investigation, negotiation, suit or otherwise:

NOW, THEREFORE, Client does hereby employ and retain Attorney for these purposes, and Attorney hereby binds and obligates himself to render the services required in the premises upon the following terms and conditions:

(1) In the event that Attorney is able to effect a settlement of the claim and/or claims, either by conference, negotiation, filing suit, litigation or any manner whatsoever, or is able to achieve a successful conclusion through the prosecution, litigation or arbitration of the claims, Attorney is to receive as compensation for his services 40% of whatever gross amount is collected, in addition to expenses spent by Attorney on the claim.

(2) Expenses are to be the responsibility of the Client, including the cost of investigating the claim, witness fees, and court costs, as well as any other incidental expenses, including travel and mileage expenses, postage, long distance telephone fees, photocopies, pictures, etc. and clients shall reimburse Attorney for any expenses he advances on Clients' behalf and Attorney is hereby authorized to make direct disbursement thereof from any settlement or recovery. If there is no recovery, clients are not responsible for expenses.

(3) Client also authorizes and acknowledges Attorney's right to acquire, enter into or secure a line of credit or loan from a bank or other financial institution, at Attorney's discretion, for the purposes of advancing or paying the cost and expenses necessary to investigate and prosecute any or all of Client's claims. Client further agrees that the full amount of any such line of credit or loan, including interest payments (simple, compounded, or otherwise), actually charged and paid by Attorney on such line of credit or loan, will be reimbursed to Attorney out of any funds from any settlement or recovery. If there is no recovery, Client is not responsible for any line of credit or loans, or any interest thereon. Also, if expenses exceed any recovery, clients are not liable for any portion of any line of credit or loans, or any interest thereon, which exceeds any such recovery.

(4) It is understood and agreed between the parties that this contract is intended to and does hereby assign, transfer, set over and deliver unto Attorney the above stated percentages of gross recovery of his fee for the representation of Client in said claim and/or claims, an interest in the claim and/or claims under the terms and conditions aforesaid, in accordance with the provisions of LSA-R.S. 37:218, and in consideration of said assignment, said Attorney binds and obligates himself diligently to prosecute Client's said claims.

(5) It is stipulated that neither Attorney nor Client may without the consent of the other, settle, compromise, release, discontinue, dismiss or otherwise dispose of the suit or claims covered by this contract.

(6) Client authorizes Attorney to pursue any claims as part of a class action lawsuit to be filed at Attorney's discretion against any person or entity who in good faith Attorney deems liable for all or part of the damages sought in connection with the claims. Client further acknowledges and understands that in the event a class action lawsuit is filed that a court of competent jurisdiction may award attorney's fees and costs irrespective of any contractual relationship between Client and Attorney. In the event of a collection or an award of attorney's fees in excess of the percentage stated above, Attorney shall receive the greater amount in fee, if applicable. Furthermore, in the event of a collection or an award of attorney's fees which are less than the percentage stated above, Attorneys shall have the right, to the extent permitted by law, to recover the full amount of the fees and expenses as stated above.

(7) In the event a settlement is made for less than a full resolution of the claim, client understands that some settlement proceeds may be used to finance the remainder of the suit or claim against other defendants which have additional potential liability. Client agrees that up to one-third of any partial settlement proceeds may be withheld as an advance for expenses incurred for prosecution of claims against the remaining defendants.

(8) Whenever the word "Client" is used, it shall be construed to mean "Clients" and whenever the word "Attorney" is used, it shall be construed to mean "Attorneys".

### **AUTHORITY OF THE LAW FIRM**

Client empowers the Attorney to take all steps in this matter deemed by him to be advisable for the investigation and handling of the claims, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary.

Client agrees that associate counsel may be employed at the discretion and expense of Attorney and that any attorney so employed may be designated to appear on client's behalf to undertake their representation in this matter.

Client further authorizes Attorney to associate or employ additional counsel, as Attorney deems necessary, and Client acknowledges that any fees due any associate counsel will be paid by Attorney out of any fees recovered by Attorney as provided herein--Client will pay only one fee.

### **WITHDRAWAL OR TERMINATION**

Client and Attorney hereby covenant and agree that if, during the course of investigating, preparing, handling or prosecuting this claim Attorney makes a good faith determination that further action is untenable or a successful conclusion not possible, Attorney shall have the right to withdraw from the case by returning to Client's last known address, all file materials to Client without claim or charge for any expenses incurred or services rendered, along with a letter of explanation of the reason for withdrawal.

Client shall have the sole and exclusive right to accept or reject any offers for settlement of the cause of action. However, Client shall have an obligation to weigh fully the opinions and recommendations of Attorney and shall not unreasonably withhold consent to a settlement proposal which in the judgment of Attorney a fair and reasonable basis for the disposition of the cause of action. Should the Client unreasonably withhold its consent to fair and reasonable settlement, Attorney shall have the right to terminate this agreement, and to demand and receive payment for all unreimbursed expenses advanced on behalf of Client and pro-rated attorneys' fees as provided for in this agreement or by law.

Client understands he/she can terminate Attorney's representation at any time by providing written notice to Attorney at the address of their principal office (1709 West Prien Lake Road, Lake Charles, Louisiana, 70601). Should Client elect to terminate Attorney's representation prior to the full conclusion of Attorney's services under this contract, Client understands and agrees that Attorney has a claim for expenses of

Page 2 of 3

litigation and unpaid attorneys' fees which will become due upon receipt by Attorney or by any successor attorney of any proceeds for any remaining portion of the claim. Client understands that the obligation for unpaid attorneys fees will be calculated based on the percentage of work-in-progress completed on the case or claim at the time Attorney is released.

### **NO GUARANTEES**

Client hereby acknowledges that Attorney has made no guarantees regarding the successful outcome of this matter and all expressions about the outcome are only opinions.

### **CLIENT ACKNOWLEDGMENT**

Client acknowledges that Client has been encouraged by this firm to consult other counsel concerning the negotiation of this fee agreement, that Client has made sufficient investigation and inquiry to determine that this agreement is fair and reasonable to Client, and that this agreement was the product of arms' length negotiation with Attorney. Client further acknowledges that he/she has asked Attorney to represent them. To the best of their knowledge, no one has received any reward for recommending Attorney to them. Client likewise

acknowledges that he/she has not been promised any support or reward for signing this agreement.

### **GOVERNING LAW**

This agreement shall be interpreted under the laws of the State of Louisiana.

### **FILE RETENTION AND DESTRUCTION**

The file and any materials compiled by Attorney during the course of our representation will remain the property of Attorney upon the conclusion of the representation. Attorney will cooperate fully in furnishing a copy of relevant materials from the file to any successor attorney client may retain. Client understands that, after his/her case is concluded, Attorney will maintain its file on this matter for at least ten (10) years, but that after that time, Attorney may dispose of the file in accordance with its document retention policy. Should Client wish to obtain any information or material from Attorney's file, including personal items furnished by client to Attorney to assist in the handling of the case such as documents and family photographs, will be returned to Client upon his/her request, if the request is made within ten (10) years after the conclusion of the representation.

### **SEVERABILITY**

If any part of this agreement shall for any reason be found unenforceable, the parties agree that all other proportions shall nevertheless remain valid and enforceable.

### **INTEGRATION**

This agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This agreement may not be modified, amended, or replaced except by another signed written agreement.

### **LIMITATION OF SERVICES**

Client acknowledges that Client has retained Attorney, for the sole purposes expressly stated in this contract. Client understands that Attorney, its partners, associates, or other representatives make no representations, express or implied, to

Page 3 of 3

perform any legal services or provide any legal options, on any matter not expressly addressed in this contract.

Client understands and agrees that the Retainer Contract and Power of Attorney does not extend to worker's compensation claims under state and federal law. The Client understands and agrees that the Attorney does not have an obligation to represent the Client in a worker's compensation claim arising under state or federal law on account of death and injury caused by exposure to welding rod fumes.

ANY ATTORNEY OR ASSOCIATE COUNSEL IS HEREBY AUTHORIZED TO WORK AND TRY THE CASE. CLIENT AGREES THAT ATTORNEY HAS MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENT'S CLAIM.

IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEY NOTHING FOR EXPENSES OR SERVICES RENDERED.

### **POWER OF ATTORNEY**

It is further understood and agreed between the parties that Attorney is hereby designated as agent and given power-of-attorney for Client in connection with matters that may arise out of this contract, except that Attorney may not settle any of Client's claims without Client prior approval.

Signing this agreement is an acknowledgment of client that he/she has read the above and understand this contract and agreement.

THUS DONE AND SIGNED at \_\_\_\_\_ (City),  
\_\_\_\_\_ (State), on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CLIENT:

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Hunt Law Firm, L.L.C.**

\_\_\_\_\_

Alvin D. Hunt  
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Lake Charles, LA 70601  
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