

CONTINGENT FEE AGREEMENT

IN CONSIDERATION of the legal services to be rendered by the LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP and the advancement by them of all costs necessary to the prosecution of all claims against party responsible for injuries and damages sustained LAURA OWENS on or about June 30, 2021 the undersigned CLIENT, employs said attorneys to commence and prosecute said claims.

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INITIALS

ATTORNEYS' FEES

CLIENT agrees to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties.

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1. The sum of Twenty-three percent (23%) of the net amount recovered by compromise or trial.

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2. "Net amount recovered" is that sum received from the responsible parties after deduction of all costs.

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3. Attorneys' Fee Payment on Structured Settlement: In the event CLIENT'S recovery will be by some form of periodic payment, the lawyers' fees shall be based on the estimated present value of recovery. These fees shall be due in full immediately upon settlement, verdict, or upon entering into a periodic payment agreement. CLIENT agrees that lawyers shall not be required to recover their fees as a pro rata share of the periodic payments.

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4. The said fees do not include fees for appeal and/or retrial of the case. In the event an appeal is prosecuted and/or retrial is ordered, additional fee arrangements will be negotiated between the parties.

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5. Associate counsel may be employed at the discretion and expense of the attorneys but these associate counsel fees shall not be an additional expense to the CLIENT and shall be deducted from the fees paid to the law firm.

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ATTORNEYS' COSTS

The law firm shall advance costs as in their judgment are necessary for the prosecution of these claims, and these costs advanced shall be returned out of the recovery in the case. These costs advanced may include, without limitation, travel expenses, photocopying charges and long distance telephone expenses. The attorneys may in their discretion employ outside investigators and other experts whose fees shall be charged as advanced costs.

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ATTORNEYS' LIEN AND SPECIAL POWER

Said LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP is hereby granted a lien upon any recovery for all sums of money advanced by them for attorneys' fees and costs. The attorney is granted the CLIENT'S special power of attorney to endorse all documents in CLIENT'S name which are necessary to finalize or complete the settlement, including the endorsement of a check and/or draft. ATTORNEYS do not have the authority to decide whether to settle or compromise CLIENT'S claims without the express authorization of CLIENT. It is agreed that the law firm may retain fees and costs out of the amount finally collected by settlement or judgment.

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REPRESENTATIONS

It is acknowledged that the law firm has made no representation whatsoever regarding the successful termination of said claim.

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**WAIVER OF JURY TRIAL REGARDING DISPUTES BETWEEN
CLIENT AND ATTORNEYS**

By agreeing to arbitration of disputes relating to this Agreement or ATTORNEYS' performance of services hereunder, CLIENT acknowledge that (1) CLIENT is waiving the right to a jury trial as to such disputes; (2) parties' ability to conduct discovery, or get information, is much more limited in arbitration than in court proceedings; and (3) there is limited appellate review of an arbitration. CLIENT knowingly waives the right to a jury trial of any dispute with ATTORNEYS relating to this Agreement, pursuant to *Schatz v. Allen Matkins Leck Gamble & Mallory LLP* (2009) 45 Cal.4th 557, 2009 Cal. LEXIS 125. CLIENT also knowingly waives the right to the full extent of discovery and appellate review that would apply if such a dispute were brought and litigated in court.

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RIGHT TO SEEK INDEPENDENT LEGAL ADVICE

Before entering into this agreement, COTCHETT, PITRE & McCARTHY, LLP have specifically advised CLIENT of his or her right to seek the advice of an independent attorney concerning the terms and conditions of this agreement. CLIENT has been encouraged to seek such independent advice as he or she desires concerning any questions on this matter.

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INSURANCE COVERAGE

THE LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP maintain errors & omissions insurance applicable to the legal services to be rendered.

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DATED at Scottsdale, Arizona, this 23rd day of August, 2021.

(A duplicate copy of this contract has been provided to me.)

Laura Owens

LAURA OWENS

Joe Cotchett
for COTCHETT, PITRE & McCARTHY, LLP