

From: Alison Cordova

Sent: Thursday, August 19, 2021 11:47 AM

To: Toni Stevens <[REDACTED]>; Laura Owens <[REDACTED]>;

Subject: RE: SENT ON BEHALF OF JOE COTCHETT RE: LAURA OWENS PREGNANCY

Importance: High

Laura – Please see below. Joe's secretary informed me that we had actually received the medical authorizations from you. Thank you! Everything you told us about - pregnancy tests and ultrasounds - aligned with the timing you provided us. There were no past pregnancies on your record and the three obstetricians you saw felt that pregnancy was very consistent with intercourse that took place between June 30 and July 1st. They have all also said that the abortion pills will play a big role in your child's development. It must feel like you have the weight of the world on you, but I have no doubt that the jury will sympathize with your situation.

The next step is to fill out the attached retention agreement.

Thank you!

Best,

Alison E. Cordova

Associate

COTCHETT, PITRE & MCCARTHY, LLP

840 Malcolm Road, Suite 200

Burlingame, CA 94010

Telephone: (650) 697-6000

Facsimile: (650) 697-0577

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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.

LO

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

From: Joe Cotchetti

Sent: Sunday, August 22, 2021 7:42 PM

To: Laura Owens <[REDACTED]>

Subject: SENT ON BEHALF OF JOE COTCHETT RE: LAURA OWENS PREGNANCY

Importance: High

Laura - what's the update?! I'm ready to get started on this the second you give me the go ahead! As much as I want this guy to be exactly the man he's told you that he is, I'm not convinced that he is. I'm always here for you (and the whole Owens family!) whenever you need me and if you want me to go after this guy, I will make this case a top priority (shhh...) because I really feel for you right now.

Allison sent me over the retention agreement and medical files. Every test result that came into our office matched what you had said. You have an easy open and shut case. This guy has nothing going his way here and I think he could provide for a real landmark case regarding abortion coercion. This may be very needy and we could make this a public interest story with the snap of a finger. However, in your interest, we could also just follow for judgment immediately so that you could start receiving money immediately.

Remember, any man would feel like the luckiest man alive to have you by his side. You were polite, kind, and thoughtful as a little girl and those qualities got even better as you got older. Regardless of what happens, I am by your side.

Uncle :) Joseph W. Cotchett

Founding Partner

COTCHETT, PITRE & McCARTHY, LLP

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From: Laura Owens <[REDACTED]>

Sent: Sunday, August 22, 2021 10:49:44 PM

To: Greg Gillespie <[REDACTED]>

Subject: Urgent: copy of conversation with Joe Cotchett & contract

Hi Uncle Joe,

First of all, I hope you had a great weekend and that the smoke didn't get as bad on the peninsula as you thought it would! I miss our dinners and hope you get out here soon, although I've yet to find another House of Prime Rib, so lower your standards for now!

Again, thank you SO much for the enormous help you've been in this sad situation that I am in. Here's where I am at:

-- after many emails, I heard from Greg this morning. He wanted to discuss things tomorrow at 7 pm. I was surprised, but certainly wanted to give him the benefit of the doubt since all I have wanted is for him to keep his word.

- Since his initial message, I have sent more messages that I know he has read and they have been left unresponded to.

- as much as I want to give him more and more chances, I don't think he wants them.

- I think the best call is to pursue alternative service and try to get him twice: once by posting on his house door and the other by calling his company and finding a co-worker to serve him. I think you're right that you would be better at making those phone calls than me. I texted you the co-workers who we could ask to serve.

- Once that happens, we can file for the punitive damages like you recommended. I really do stand firm in staying under \$100,000 in punitive damages, but I guess it also depends on the damages to the child, although wouldn't that also be covered in family court?

- I will think about what you said about trying to go for a settlement straight out of the box. I don't want to play this nasty. Honestly, I just wish this never happened and that we could just be happy like he said we could be.

Here's hoping he proves us wrong. I'm giving him one more change.

Love,

Laura