# CONTRACT TO HIRE ATTORNEYS

## (PLEASE COMPLETE, SIGN, AND RETURN BY MAIL, EMAIL OR FAX TO (866) 835-8250 (TOLL FREE))

_____ ("Client") hereby appoints and employs (i) **MITCHELL A. TOUPS, LTD.**, 3355 West Alabama, Ste. 1150 Houston, TX 77098 (409.832.1800; matoups@wgttlaw.com), and (ii) **THE COFFMAN LAW FIRM**, 350 Pine Street, Ste. 700, Beaumont, TX 77701 (409.833.7700; rcoffman@coffmanlawfirm.com) (the "Attorneys") to prosecute Client's business interruption and/or business loss insurance claims from Client's insurance carrier(s) arising out of and/or resulting from the Covid-19 novel coronavirus pandemic and/or any related civil authority mandates.

### ATTORNEYS' FEES, LITIGATION EXPENSES, AND COURT COSTS

The Attorneys will represent Client on a full contingency basis, advancing all expenses and/or court costs. In consideration for representing Client, Client will pay the Attorneys a fee in the amount of an undivided thirty-five percent (35%) of Client's total recovery, whether by negotiation, litigation, arbitration, mediation, settlement, or otherwise. Such attorneys' fees will be deducted from the recovery prior to its distribution to Client and divided between the Attorneys based on the services performed and responsibilities assumed. **In the event of no recovery, Client will not owe the Attorneys any attorneys' fees.**

Client also agrees to reimburse the Attorneys for all expenses and/or court costs advanced by the Attorneys on Client's behalf out of Client's share of the recovery after the above-referenced division, which also will be deducted from the recovery prior to its distribution to Client. Client understands that common expenses and/or court costs may be incurred for the benefit of a group of Clients and authorizes the Attorneys to reasonably apportion such expenses and/or costs among the Clients using the Attorneys' professional judgment. **In the event of no recovery, Client will not owe the Attorneys any litigation expenses and/or court costs.**

### WITHDRAWAL OR TERMINATION

Client agrees that if during their representation of Client, the Attorneys determine that further action is untenable, not economically viable, or a successful conclusion not possible, the Attorneys may withdraw from representing Client by sending written notice to Client. Likewise, Client may terminate this Contract for any reason. If Client does so, and later secures a recovery, the Attorneys will be entitled to receive from Client their attorneys' fees pursuant to the terms of this Contract. Should Client terminate this Contract, Client also shall immediately pay to the Attorneys the expenses and/or court costs the Attorneys advanced on Client's behalf to date.

### CLIENT ACKNOWLEDGMENTS AND AUTHORIZATIONS

Client acknowledges that Client has determined that this Contract is fair, reasonable, and the product of an arm's length negotiation with the Attorneys. Client was either represented by a lawyer or had the opportunity to be represented by a lawyer in connection with reviewing and signing it. This Contract may not be modified or amended except by another written agreement signed by the Parties. Client also acknowledges that the Attorneys have made no guarantees about the successful outcome of Client's claims. Client agrees to assist the Attorneys with preparing Client's case by providing relevant documents and information and participating in the discovery and trial process, if necessary. Client further authorizes the Attorneys to secure all documents and information from third parties that the Attorneys deem necessary to litigate Client's claims and make all court filings and case/claim administrator submissions in support of such claims. Client further agrees to keep the Attorneys updated regarding Client's full contact information.

**NOTICE TO CLIENTS.** This Contract is governed by Texas law. Although not every complaint against a lawyer involves professional misconduct, the State Bar of Texas will provide you with information about how to file one. Call 800.932.1900 for more information.

### UNDERSTOOD AND AGREED:

_____
**TRADE NAME OF CLIENT**

_____
**CLIENT'S FORMAL ENTITY NAME**

_____
**TYPE OF ENTITY (e.g., CORPORATION, LLC, PARTNERSHIP, SOLE PROP., ETC.)**

_____ _____
**SIGNATURE OF CLIENT REPRESENTATIVE** **DATE**

_____
**PRINTED NAME OF CLIENT REPRESENTATIVE**

**ADDRESS:** _____

**CITY:** _____

**STATE:** _____ **ZIP:** _____

**TELEPHONE:** _____

**E-MAIL:** _____

**ESTIMATED LOST PROFITS:** _____

**ESTIMATED PHYSICAL DAMAGES TO YOUR BUSINESS PROPERTY:** _____

**NAME(S) OF INSURANCE CARRIER(S):** _____

_____

**CLAIM FILED?** _____

**IF SO, AMOUNT AND WHEN?** _____

**IF SO, CLAIM DENIED AND WHEN?** _____

### ATTORNEYS

_____ _____
**MITCHELL A. TOUPS, PARTNER** **DATE**
**MITCHELL A. TOUPS, LTD.**

_____ _____
**RICHARD L. COFFMAN, PRESIDENT** **DATE**
**THE COFFMAN LAW FIRM**

**[Web 2.0]**