

THE LAW OFFICES OF BONNER & BONNER
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SAUSALITO, CA 94965
Tel: (415) 331-3070 || 833-926-6637
www.HuntersPointCommunityLawsuit.com
RETAINER AGREEMENT

1. CLIENT: _____ agrees to hire attorneys, **THE LAW OFFICES OF BONNER & BONNER**, to represent her/him/them in the **Hunters Point Radiation Eco-Fraud** against DEFENDANT **Tetra Tech, Inc., et al.**
2. CONTRACT: This document (the "**Agreement**") is the written fee contract that California law requires lawyers to have with their clients. We will provide legal services to you on the terms set forth below. This is only agreement. There shall be no oral agreements modifying this agreement.
3. **NEGOTIABILITY OF FEES.** The rates set forth below are not set by law, but are negotiable between an attorney and client(s).
4. **CLIENT(S) DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, to pay our bills for costs (if any) on time, and to keep us informed of your address, telephone number and whereabouts. You agree to appear, if we so request, for all depositions and court appearances, and to generally cooperate fully with us in all matters related to the preparation and presentations of your claims.
5. CLIENT(S) AGREES TO PAY THE ATTORNEY A CONTINGENCY FEE as defined as a percentage of **GROSS RECOVERY** OBTAINED BY ATTORNEY of any and all FUNDS, AWARDS, JUDGMENTS, SETTLEMENTS, including medical bill compromises, whether by settlement, award, judgment, or otherwise, **before** reimbursement of expenses advanced by the attorney as follows:
 - a. **33 1/3%** if settled without filing a lawsuit or initiating binding arbitration.
 - b. **40%** if settled after filing a lawsuit or through, arbitration, mediation, or trial.
 - c. **50%** if settled during Appeal. Client agrees and to pay the fees of a retained Appellant Attorney and understands that fee will be in addition to fees paid to the Law Offices of Bonner & Bonner, the attorneys to this agreement.
 - d. **If Clients should discharge attorney**, or attorney withdraws for good cause, Client (s) agree to pay the hourly rate of attorney and associates and legal assistants as outlined below:
 - (1) ATTORNEY CHARLES A. BONNER..... \$875
 - (2) ATTORNEY CABRAL BONNER..... \$700
 - (3) LEGAL ASSISTANTS.....\$175
 - (4) Other attorneys or legal assistants in this fee range or the fee range that is consistent with the standard fee range of the legal community in the bay area
6. **IF NO AMOUNT IS RECOVERED NO FEES WILL BE DUE FROM THE CLIENT**
7. **ADVANCED LEGAL COSTS AND EXPENSES.** Litigation costs and expenses may be recovered by attorney including investigation and expert's fees, and said advances shall be deducted from the client's share of the recovery and returned to the attorney at the time of the

disbursement of the funds. Unpaid medical expenses will be paid from the client's share of the recovery at the time the final distribution is made.

8. **LIMITATION OF REPRESENTATION.** We are representing you only as to the **Hunters Point Radiation Fraud**.
9. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, upon written notice to us, and we will immediately after receiving such notice, cease to render additional services. Such a discharge does not, however, relieve you of the obligation to pay any attorney's fees, expenses and costs incurred prior to such termination, and we have the right to recover from you the reasonable value of our legal services rendered from the effective date of this Agreement to the date of discharge. We may withdraw from representation of you (a) with your consent, (b) upon court approval, or (c) if no court action has been filed, upon reasonable notice to you.
10. **CONCLUSION OF SERVICES.** When our services conclude, all unpaid charges will immediately become due and payable.
11. **LIEN.** You hereby grant us a lien on any and all claims or causes of action that are the subject of our representation under this Agreement.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter.
13. **INSURANCE:** CLIENT(S) has been informed and understands that the Attorney is not covered by professional malpractice insurance.
14. **ATTORNEY'S AUTHORITY.** In connection with the claims covered by this Agreement, you hereby give us the power of attorney and authority to negotiate and execute any and all claims, deposits, orders, checks made payable to you, or jointly to you and the LAW OFFICES OF BONNER & BONNER, and other papers which you could properly execute, and to receive on your behalf any monies or other things of value to which you may be entitled because of any award or judgment recovered or any settlement received.
15. **LIMITATION OF REPRESENTATION:** This agreement covers representation only through one (1) trial, including the entry of judgment, and post trial motions at the trial level.
16. **LOSING PARTY MUST PAY COSTS TO WINNING PARTY:** CLIENT(S) acknowledges that the Attorney has advised CLIENT(S) and that CLIENT(S) understands that, should CLIENT(S) not prevail in the lawsuit or arbitration, CLIENT(S) could be required to pay Defendants' costs of suit, and if CLIENT'S suit should be found to have been "frivolous," or "meritless" CLIENT(S) could be required to pay Defendants' attorney's fees.
17. **ASSOCIATION OF ATTORNEY:** WITH PRIOR APPROVAL, CLIENT(S) hereby authorize Attorney, in his discretion, to associate attorney(s). No additional obligation to CLIENT(S) for additional attorney's fees will be agreed to without CLIENT'S prior approval.
18. **ARBITRATION OF DISPUTES:** CLIENT(S) and Attorney hereby agree to submit any and all disputes, including all Claims and Causes of Action, lawsuits, to binding arbitration through the American Arbitration Association or the California State Bar. The arbitration proceeding shall include neutrality of the arbitrator, any discovery allowed by law, a written arbitrator's decision, a

limitation on the costs of arbitration, and shall be pursuant to Title 9 of the California Code of Civil Procedure, commencing at Section 1280, et seq.

- 19. **CONFLICT OF INTEREST:** In cases where there are multiple clients, you are hereby informed and acknowledge that a conflict of interest, real or potential, may be created, and you hereby expressly waive such conflict and consent to joint representation.
- 20. **INTEGRATION CLAUSE:** This is the complete agreement between the parties to this agreement. There will be no modifications of this unless in writing signed by the parties to this agreement. This agreement shall be enforced under the laws of the State of California.

Agreed to on, _____, 2018 at _____, California.
DATE CITY where signing

CLIENT or Legal Guardian SIGNATURE

LAW OFFICES OF BONNER & BONNER

CLIENT Phone # _____

CLIENT e-mail address _____

CLIENT Mailing Address _____

LIST ONLY MINORS IN HOUSEHOLD 17 YEARS OLD AND UNDER:

LAST NAME, FIRST NAME, MIDDLE INITIAL
1.
2.
3.
4.
5.
6.
7.