

**OWEN, PATTERSON & OWEN, LLP**  
Attorneys at Law  
23822 Valencia Boulevard, Suite 303  
Valencia, California 91355  
*Telephone: (661) 799-3899*  
*Facsimile: (661) 799-2774*

**LAW OFFICES OF SHAWNA S. NAZARI, A.P.L.C.**  
Attorneys at Law  
15303 Ventura Blvd., 9th Floor  
Sherman Oaks, California 91403  
*Telephone: (818) 380-3015*  
*Facsimile: (818) 380-3016*

**SCHIMMEL & PARKS, A.P.L.C.**  
Attorneys at Law  
15303 Ventura Blvd., Suite 650  
Sherman Oaks, California 91403  
*Telephone: (818) 464-5061*  
*Facsimile: (818) 464-5091*

## **ATTORNEY RETAINER AGREEMENT**

I hereby retain the law firms of OWEN, PATTERSON & OWEN, LLP (OPO), LAW OFFICES OF SHAWNA S. NAZARI, A.P.L.C. (LSN) and SCHIMMEL & PARKS, A.P.L.C. (S&P), as my attorneys to prosecute any and all claims arising from the So Cal Gas Leak accident/incident occurring on or about October 2015, in Porter Ranch, California.

As a contingency fee in this matter, I hereby agree that OPO, LSN and S&P shall receive thirty-three and one third percent (33-1/3%) of all gross monies recovered through settlement or subsequent to the filing of a complaint, claim or petition in this matter. I understand this fee is not set by law but is negotiable between myself, OPO, LSN and S&P.

All investigation and litigation costs necessarily incurred by OPO, LSN and S&P for the prosecution of this case may be advanced by OPO, LSN and S&P, and I agree that all such costs shall be reimbursed to OPO, LSN and S&P out of my share of any monies obtained by settlement or award. I agree to pay one-half of one percent (.5%) of the gross monies recovered in this matter to OPO, LSN and S&P for reimbursement of reasonable internal charges including, but not limited to, photocopy, telephone, fax, postage, and supply charges.

If there is no recovery, no attorneys' fees or costs incurred by OPO, LSN and S&P to prosecute this claim shall be owed to OPO, LSN and S&P. I hereby consent to the association of any other attorney(s) or law firm(s) as OPO, LSN and S&P may deem beneficial and proper for prosecution of this case. I further agree that OPO, LSN and S&P may pay a portion of attorneys' fees earned in connection with my case to any other attorney or law firm that referred me to OPO, LSN and S&P.

If OPO, LSN and S&P agree to represent me in any other related matters which may arise from this relationship, then we shall enter into a separate agreement regarding OPO, LSN and S&P's fee(s) for such matters.

Subject to the provisions of this Agreement, if a court action is filed, OPO, LSN and S&P will represent me until a settlement or judgment is reached. OPO, LSN and S&P will oppose any motions for a new trial or any other post-trial

motions filed by an opposing party, and will make appropriate post-trial motions on my behalf. After judgment, OPO, LSN and S&P will not represent me on any appeal or in any proceeding to execute on the judgment. OPO, LSN and S&P shall have no duty to take any action on my behalf to preserve rights in connection with same.

Any dispute arising under this Agreement or in connection with OPO, LSN and S&P's services hereunder, including any claim for professional negligence or breach of any fiduciary duty, shall be resolved by binding arbitration in accordance with the rules of American Arbitration Association. The sole venue for such arbitration shall be Los Angeles County, California. The arbitrator shall be empowered to order the losing party in the arbitration to reimburse the prevailing party for all expenses incurred in connection with the arbitration, including without limitation the arbitrator's fee and reasonable attorney fees and costs. By my signature below, I hereby acknowledge that I understand that arbitration places certain limitations on discovery, that I am waiving my right to trial by jury, and that the arbitrator's award is final and binding on the parties.

By my signature below, I hereby retain OPO, LSN and S&P on this \_\_\_ day of \_\_\_\_\_, 2016, in \_\_\_\_\_, \_\_\_\_\_, and  
(City) (State)  
I acknowledge receipt of a signed copy of this agreement.

\_\_\_\_\_, on behalf of: \_\_\_\_\_  
Signature of Guardian Minor's client's name (printed)

\_\_\_\_\_  
Printed Name of Guardian

OWEN, PATTERSON & OWEN, LLP

By: \_\_\_\_\_  
Gregory J. Owen, Esq.

LAW OFFICES OF  
SHAWNA S. NAZARI, A.P.L.C.

By: \_\_\_\_\_  
Shawna S. Nazari, Esq.

SCHIMMEL & PARKS, A.P.L.C.

By: \_\_\_\_\_  
Alan I. Schimmel, Esq.