

**EMPLOYMENT AGREEMENT AND POWER OF ATTORNEY**  
**(Change to Contingency fee agreement)**

This agreement is between Caroline Allison (the Client) and Nicholas Abaza & Jorge Borunda PC & Michael Trevino, (the Attorneys) for the legal representation in prosecuting the claims and defending the client's interest in both the Trust of Richard Allison and Estate of Richard Allison Sr. for claims related to dispute over the purported 2013 Trust and his purported last Will & Testament. This also includes any claims related to non probate assets on behalf of the client. For property & money compelled to be distributed, collected, or otherwise obtained on behalf of the client then the attorneys would take a fee as described in the next section "ATTORNEYS' FEES.

**Attorneys' Fees:** This agreement is a contingency fee contract. If the Attorneys are successful in recovering any money and/or property and to extent they are able to defend Caroline Allison's interest in the Estate & Trust assets along with Non Probate assets, they shall receive 35% of the amount (money and property) recovered and/or kept that Caroline Allison has an interest therein. Moreover, client does not object to the participation of any lawyers Attorneys may choose to involve in this action.

**Credit of Attorney Fees:** Client will be reimbursement from any settlement or judgment of attorney fees she has already paid out.

In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting Client's claims for damages as a result of injuries sustained by Client. Examples of such instances include the following: a defendant may seek bankruptcy protection; or a defendant may attempt to fraudulently transfer some of its assets to avoid paying the Client's claim; or a complex, multi-party settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary apart from the usual probate proceedings involved in an estate; or a separate lawsuit may need to be filed against a defendant's insurance company. Client agrees that attorneys may retain such special outside counsel to represent Client when Attorneys deem such assistance to be reasonably necessary, and that the fees for such counsel will be deducted from Client's share of recovery.

**Approval Necessary for Settlement:** Attorneys will not settle the claims without Client's approval. However, Client will not make a settlement or offer of settlement without the approval of Attorneys.

Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign, and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client in connection with the Claims as fully as the Client could do so in person.

Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

Client hereby authorizes Attorneys to negotiate a settlement of Client's claims in whatever manner, and using whatever negotiation strategy, Attorneys deem appropriate. Client understands that Attorneys may, if appropriate, negotiate a settlement of Client's claim and the claims of other clients similarly situated on an aggregate basis.

Attorneys may represent multiple individuals with separate claims arising out of this matter. Clients acknowledge that conflicts may arise during the negotiations and or settlement discussions if Clients are faced with the task of dividing settlement proceeds among such individual claims. In such circumstances, Clients understand that Attorneys cannot determine such allocation for Clients and cannot favor one Client over the other(s). Clients understand that they will need to come to agreement amongst themselves regarding such division. Having been fully informed, Clients hereby agree to waive any such conflicts that exist, and request that Attorneys represent them collectively and individually.

**Costs and Other Expenses:** It will be necessary for the Attorneys to incur and advance certain court costs and expenses for the Client. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for medical exams, reports and records; cost for investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; costs and fees associated with any necessary foreign estate administration procedures; outside trial service providers; trial equipment rental and operation fees; preparation of exhibits and graphics; and copying, postage, shipping; courier expenses and common benefit costs. Common benefit costs are those court costs and expenses that are property chargeable for the investigation, preparation, trial, and/or settlement of more than one Client's cause of action. Common benefit costs are routinely shared by more than one Claimant and shall be deducted from the Client's recovery in an equitable and reasonably proportionate manner.

In addition, it will be necessary to employ medical or technical expert witnesses to examine and report on the fact of Client's cause of action. Client agrees that Attorneys may, in their discretion employ and pay these expert witnesses. Client further agrees to reimburse Attorneys for all such costs and expenses from Client's share of any money recovered by settlement or judgment. The Client agrees to reimburse any and all necessary expenses out of any settlement proceeds that may be received. The Clients will not owe any expenses if there is no recovery. **Upon receipt by the Attorneys of any proceeds of any recovery, the Attorneys shall (1) deduct 40% from the amount as attorneys' fees, (2) deduct any costs or expenses already paid by the Attorneys and (3) disburse the remainder to the Client.**

**Power of Attorney:** This agreement gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that the Client could properly execute.

**Waiver of Conflict:**

If several members of the same family and/or heirs of the same deceased person have retained Attorneys to represent them in a single lawsuit, these clients understand that a potential conflict of interest may exist between them concerning the division of proceeds from the lawsuit, and hereby waive any real or potential conflict of interest and agree that Attorneys may represent them all.

**Distribution of Settlements:** Once Attorneys obtain settlement funds, the issue arises about how those funds are to be distributed among the clients. To avoid later conflict, we ask all Client's heirs to agree among themselves on a formula for distribution of settlement proceeds, and to confirm that agreement in writing. Be aware that once clients reach an agreement regarding the division of settlement funds, if a potential conflict arises among those clients, Attorneys will have a conflict of interest and cannot advise any one client with respect to rights against another client. We are prepared to offer our advice and guidance with respect to how a court would likely order settlement proceeds divided among clients and make suggestions for all to consider. However, each client is entitled to obtain separate and independent advice and/or representation with respect to how the funds should be divided. Attorneys will hold all net proceeds in an interest-bearing trust account until an agreement is reached regarding the distribution of settlement proceeds.

**Cooperation; Address Change; Return of Documents:** Client agrees to cooperate with Attorneys to permit Client's claims to be investigated and developed; to disclose to Attorneys all facts relevant to the claim; and to be reasonably available to attend any necessary meetings, medical exams, depositions, preparation sessions, hearings, and trial. Client agrees to notify Attorneys in writing of each change in Client's mailing address during the term of this representation within seven (7) days of each such change of address. When the case is over, Attorney will provide Client the opportunity to retrieve any documents and/or materials that Client has provided or that Attorneys have obtained from other sources in connection with the case. However, if Client has not retrieved those documents and/or materials within ninety days after Attorneys have given Client written notice that the case is over and that those documents and/or materials are available to Client, Attorneys may dispose of those documents and/or materials.

**Arbitration:** Any and all disputes, controversies, claims or demands arising out of or relating to this Agreement or any provision hereof, the providing of services by Attorney

to Client, or in any way relating to the relationship between Attorney and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas, having jurisdiction.

**Consent to Associate:** The contingency fee in this case will be divided between the following law firms as follows of the 40% contingency fee:

|                 |      |
|-----------------|------|
| Jorge Borunda   | 40 % |
| Michael Trevino | 30 % |
| Nicholas Abaza  | 30 % |

Each attorney and/or law firm sharing in the division of the contingency fee will assume joint responsibility for representation as to the claims described in paragraph one of this agreement.

If Client refuses to assist Attorneys in the prosecution of this lawsuit, including responding to requests for information about the case by phone or mail, Attorneys may withdraw from representing Client in this matter.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

|                                |                              |
|--------------------------------|------------------------------|
| <u>X</u><br>Client (signature) | _____<br>Telephone Number(s) |
|--------------------------------|------------------------------|

x /s/ nick abaza

Attorney for Nicholas Abaza

Date