

COVID-19 NOVEL CORONAVIRUS WRONGFUL DEATH CONTRACT TO HIRE ATTORNEYS
(PLEASE COMPLETE, SIGN, AND RETURN BY MAIL, EMAIL OR FAX TO (866) 835-8250 (TOLL FREE))

("Client") employs (i) **MITCHELL A. TOUPS, LTD.**, 3355 W. Alabama, Ste. 1150, Houston, TX 77098, and (ii) **THE COFFMAN LAW FIRM**, 3355 W. Alabama, Ste. 240, Houston, TX 77098 (together, "Attorneys") to recover compensation for Client from one or more responsible parties and/or government funds, including the Countermeasures Injury Compensation Program (CICP), for the wrongful death of Client's Loved One from the COVID-19 coronavirus.

ATTORNEYS' FEES AND LITIGATION EXPENSES

The Attorneys will represent Client on a full contingency basis, advancing all litigation expenses and court costs. In consideration for representing Client, Client will pay the Attorneys as attorneys' fees an undivided thirty-five percent (35%) of Client's total recovery, whether obtained by litigation, via settlement, via arbitration and/or mediation, by judgment, through the CICP and/or other compensation fund, or otherwise. That said, while pursuant to governing law, this fee percentage could be lower, it will never be higher than thirty-five percent (35%). Client understands and agrees that 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 further understands and agrees that if the Attorneys are successful in obtaining a recovery for Client, Client also will reimburse the Attorneys for the expenses and costs, if any, advanced on Client's behalf out of Client's share of the recovery after the above-referenced division, which also will be deducted from Client's share of the recovery prior to its distribution to Client. Client understands that common expenses/costs may be incurred for the benefit of a group of clients and authorizes the Attorneys to apportion such expenses/costs among the clients using the Attorneys' professional judgment. **In the event of no recovery, Client will not owe the Attorneys anything for expenses or court costs.**

WITHDRAWAL OR TERMINATION

Client agrees that if during the Litigation, the Attorneys determine that further action is untenable, not economically viable, or a successful result not possible, the Attorneys may withdraw from representing Client by sending Client written notice. Likewise, Client may terminate this Contract for any reason. But if Client does so, and ultimately receives a recovery, the Attorneys nevertheless will be entitled to their attorneys' fees, expenses, and costs under the terms of this Contract as set forth above.

CLIENT ACKNOWLEDGMENTS AND AUTHORIZATIONS

Client agrees to (i) keep the Attorneys advised of Client's current contact information, (ii) provide documents and information upon request, (iii) respond to discovery, including Client's deposition, if necessary, and (iv) expeditiously assist the Attorneys when needed. Client must weigh fully the Attorneys' recommendations, and not unreasonably withhold acceptance of a settlement proposal which, in the Attorneys' judgment, is a fair and reasonable resolution of Client's claims. Client acknowledges that this Contract is fair and reasonable. Client was either represented by counsel or had the opportunity to be represented by counsel regarding his or her review and execution of it. This Contract may not be modified or amended

except by another written agreement signed by the Parties.

Client acknowledges that the Attorneys have made no guarantees regarding the successful outcome of their representation of Client, and any such expressions are only opinions. Client understands and agrees that the Attorneys will not perform any legal services or provide any legal opinions on any matter not expressly addressed in this Contract. Client understands and agrees it is his or her sole responsibility to obtain independent tax advice about Client's claims and any recovery. This Contract is governed by the law of the State of Texas.

NOTICE TO CLIENTS – If necessary, the General Counsel of the State Bar of Texas will provide you with information about how to file an attorney misconduct complaint. Call 800.932.1900 (toll free).

UNDERSTOOD AND AGREED:

NAME OF CLIENT (PLEASE PRINT)

SIGNATURE OF CLIENT

DATE

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

TELEPHONE: _____

E-MAIL: _____

INFORMATION ABOUT CLIENT'S LOST LOVED ONE

FULL NAME OF CLIENT'S LOST LOVED ONE (PLEASE PRINT)

CLIENT'S RELATIONSHIP TO LOVED ONE: _____

DATE OF LOVED ONE'S HOSPITALIZATION: _____

DATE OF LOVED ONE'S DEATH: _____

AGE AT DEATH: _____

PLACE OF DEATH: _____

LOVED ONE'S OCCUPATION: _____

ATTORNEYS

MITCHELL A. TOUPS, MANAGING PARTNER
MITCHELL A. TOUPS, LTD.

DATE

RICHARD L. COFFMAN, PRESIDENT
THE COFFMAN LAW FIRM

DATE