

MLG LAW

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Note: Attorney Douglas L. Mahaffey is licensed in California and will be litigating as pro hac vice counsel with local counsel in Texas for this case

ATTORNEY-CLIENT FEE CONTRACT

This Attorney-Client Fee Contract (“Contract”) is entered into by and between _____ (“Client”) and MLG LAW. (“Attorneys”), and if Client ultimately signs this agreement, it shall be effective as of the date of services first rendered even if services are rendered before the contract was signed. Attorneys hereby agree to provide services to Client on the terms set forth below:

1. **Legal Services:** Legal services will be provided for seeking an injunction, both a TRO and if granted a preliminary injunction against the United State’s Pantex Plant, and any affiliate entity necessary for the case based on their Covid 19 Vaccine Mandate to Client to either get vaccinated or be fired. Attorneys will associate in counsel and file in federal court, likely in 5th Circuit (Texas).

2. **Client’s Duties:** Client agrees to be truthful with Attorneys, to cooperate, to keep Attorneys informed of developments, to abide by this Contract, to pay Attorneys’ invoices for legal services on time and to keep Attorneys advised of Client’s address, telephone number and whereabouts.

3. **Legal Fees and Billing Practices:** Client agrees to pay for legal services rendered by Attorneys at the rate of Five Hundred Fifty (\$550.00) per hour for attorneys, Two Hundred Twenty Five Dollars (\$225.00) per hour for Paralegal and Law Clerk time expended and One Hundred and Twenty-Five Dollars (\$125.00) per hour for support staff.

(a) Attorneys will charge Client for the time Attorneys spend on

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telephone calls relating to Client's matter, including calls with Client, opposing counsel, or court personnel. Attorneys will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

(b) Client has paid to Attorneys a \$500 (Five Hundred Dollars) retainer to be applied towards attorneys' fees and costs incurred on Client's behalf. Attorney and Client agree that for all fees and costs incurred, Client will not be liable for more than \$1,500 for combined fees and costs, and attorney agrees that Client may make the two additional \$500 a month payments on a monthly basis starting the first month after client has made their initial \$500 deposit. Attorney agrees that under no circumstances will the out-of-pocket cost to any Pantex Employee be more than \$1,500 paid over 3 months, and that in the event that there are charges or fees assessed to client above their allocated \$1,500, all fees and costs above \$1,500 that would otherwise be allocated to client, calculated by the number of clients divided into the total bills, will be paid by other client deposits or donation sources.

(c) The intent of client payments, when joined with the other Pantex clients, is to fund a group retainer of \$50,000 a month for three months. Client and attorney agree that other client deposits or donation sources may be used to meet the monthly retainer funding obligation.

(d) To the extent that other client deposits or donation sources offset any of the monthly retainer obligations, or the overall retainer obligations (\$150,000 in total), Client's monthly payment obligations will be calculated using the following formula, while making reasonable adjustments thereto based on changes in other client deposits or donation sources:

$$\text{Total Client obligation} = \frac{\$150,000 - \text{other client deposits or donation sources}}{\text{Greater of 100 or total number of clients in Pantex group}}$$

$$\text{Initial Client Obligation} = \$500$$

$$\text{Month 2 \& 3 Client obligation} = \frac{\text{Total Client Obligation} - \$500}{2}$$

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(e) No appeal, civil claims, or other legal proceedings other than the seeking of a TRO and or Preliminary Injunction not directly arising out of the same case will be provided unless the parties otherwise agree, although Attorney reserves all rights to recover in quantum meruit for any services requested by Client and Provided by attorney, even if not specifically covered by this agreement.

4. **Costs and Other Charges:**

(a) All other costs specifically related to Client's account will be either advanced by Attorneys and billed to Clients' account but will not cause the total to the client obligations to exceed \$1,500. These include all costs and expenses incurred by Attorneys, including, but not limited to, process servers' fees, fees fixed by law or assessed by Courts or other agencies, Court reporters' fees, notary fees, long distance telephone calls, facsimile charges, messenger and other document retrieval/delivery fees, a one-time open file fee of \$25.00, postage, in-office photocopying at .10¢ per page, parking, Mileage at standard IRS mileage rate [at present (.5854 per mile)], investigation expenses, consultants' fees, expert witness fees and other similar items. Photocopy jobs over 200 pages may be sent outside to a professional copy center. Said costs shall also be deducted from the retainer set forth above.

(b) For any costs that are not advanced by Attorneys, Attorneys will forward the invoices to Client and Client shall pay the invoice directly to the vendor.

(c) **Billing Statements:** Attorneys shall send Client's periodic statements for fees and costs incurred. At Attorney's option, statements may be sent weekly, bi-monthly, monthly, or other periodic basis

5. **Lien:** Client hereby grants to Attorneys a lien on any and all claims or causes of action that are the subject of Attorneys' representation under this Contract. Attorneys' lien will be for any sums due and owing to Attorneys at the conclusion of Attorneys' services. The lien will be attached to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

6. **Discharge and Withdrawal:** Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter or

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any other circumstance that would render Attorneys' continuing representation unlawful or unethical.

7. **General Provisions:** No dismissal or settlement shall be made without the consent of both Attorneys and Client.

(a) Client grants to Attorneys the power of attorney to do all things necessary, in Attorneys' judgment, to prosecute this matter on Client's behalf.

(b) In the event that Client is incapacitated or cannot be located after reasonable efforts, Client hereby grant to Attorneys the power of attorney to effect settlement and to affix Client's signature to any document relating to this matter, including but not limited to, authorizations, repair estimates, drafts, checks and/or contracts including Release of Liability; and to deposit any monies received into Attorneys' Client's Trust Account and make proper disbursements therefrom.

8. **Conclusion of Services:** When Attorneys' services conclude, all unpaid charges become immediately due and payable. After Attorneys' services conclude, Clients shall have six (6) months in which to request possession of Client's file. Client acknowledges and agrees that, after the six (6) month period, Attorney shall have the right to destroy or dispose of Client's file without any further notification to Clients. Attorneys will, upon Client's request, deliver Client's file to Client, along with any of Client's funds or property in Attorneys' possession.

9. **Disclaimer of Guarantee:** Nothing in this contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any of the Client's matters. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matters are expressions of opinion only.

10. **Effective Date:** This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorneys first provided services for Client.

11. **IMPORTANT: YOU ARE OBLIGATED TO NOTIFY THIS FIRM IN WRITING OF ANY DISCREPANCIES OR OBJECTIONS TO ANY BILLING**

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STATEMENT OR ANY MATTER CONTAINED THEREIN. IN THE EVENT THAT YOU DO NOT NOTIFY THE FIRM IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE OF THE BILLING STATEMENT, YOU WAIVE ANY AND ALL RIGHTS TO CHALLENGE ANY MATTER CONTAINED IN OR RELATED TO THE BILLING STATEMENT, AND YOU WAIVE THE RIGHT TO CHALLENGE THE REASONABLENESS OF ALL CHARGES AND EXPENSES THEREIN.

12. **Client Acknowledgment:** Client acknowledges having read all of the terms and conditions set forth in this Agreement and that Client fully understands and agrees to same.

13. **Copy Received by Client:** Client acknowledges receipt of a copy of this Agreement concurrently with Client's execution thereof.

[signature page follows]

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WHEREFORE, this Agreement is entered into as of the date set forth below.

**MLG LAW
A PROFESSIONAL CORPORATION**

DATE: _____ By: _____
Douglas L. Mahaffey, Esq.

I, _____, (“Client”) have read and understand the foregoing terms and have agreed to them, as of the date Attorneys first provided services. If more than one party signs below, each agrees to be liable jointly and severally, for all obligations under this Contract.

Dated: October 22, 2021

By: _____

Address _____

Email _____

Phone Number _____

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CONFLICT OF INTEREST WAIVER

Douglas L. Mahaffey has advised _____ that in group representation the professional rules of conduct require the attorney to explain and receive a written waiver of actual or potential conflicts of interest that could arise.

This rule of professional conduct as set forth in the federal rules and in California state as follows:

A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
- (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

CA Rule 3-300 requires that the client be “advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice” when presented with a potential conflict waiver.

Douglas L. Mahaffey (“Attorney”) has advised _____ that in theory their co-plaintiffs from Pantex Plant could have different interest then them.

The first concept is there could be a “goal of the case” conflict that arises in the future over each clients’ desire for an outcome. One may want to settle, one may say no settlement, take it all the way to trial. The Professional Rules of Conduct compel an attorney have its loyalty to each client, and in a group action or class action, not any one individual.

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Attorney is hereby advising the clients that those potential conflicts exist, but to Attorney's knowledge no actual conflicts currently exist. Accordingly, _____ is waiving those conflicts for purposes of retaining a single attorney and both agree as follows:

1. In the event an actual conflict arises client waives their right to file a motion to disqualify the Attorney based on any arguments, including the most common argument that Attorney had an attorney-client relationship with the client either individually and/or received confidential information.
2. Clients agree that in a conflict of that nature the canons of ethics require the Attorney to give his honest opinion about what is best for the group of clients, not just each one.
3. The rules require and the Parties hereby acknowledge that if the Attorney is in the center of a conflict and cannot navigate representing all clients in the group, the Attorney may have to withdraw. However, if Attorney believes it can represent the interest of one party even though the other clients are potentially adverse, and client hereby agrees and delegate to Attorney to apply Attorney's sole, professional, ethical discretion to proceed so the party who is continuing to be represented does not suffer financial loss of having to start over, and client agrees to delegate to attorney the final best decision for the group, even if the client disagrees.

By waiving this conflict of interest, _____ recognizes he or she can seek independent counsel to advise them on waiving this and confirms they have sought independent counsel and/or have elected not to pursue it and are knowingly entering into this waiver.

Dated: _____

By: _____