

Re: Windstorm damage to your residence in connection with insurance coverage for same (“Matter”)

Dear Client:

This letter sets forth the terms of representation and employment of Terri M. Garcia, Professional Corporation (the “Firm”) and Power of Attorney to the Firm by you (“you” or the “Client”) in connection with the Matter. The terms of our agreement are as follows:

1. You hereby retain and employ Terri M. Garcia, P.C. (the “Firm”), as your attorney of record, to represent you in a Matter for damages sustained as a result of the above referenced Matter. If no recovery is received, it is understood that you are not obligated to pay any fee to your attorney for her services.

2. You agree to the following compensation arrangement with your attorney for the services she performs: To pay your attorney a fee equal to 33 1/3 % of any and all sums which are recovered prior to any trial or arbitration, 40% of any and all sums which are recovered of the total recovery after inception of trial, and 45% of any and all sums which are recovered after any appeal (all sums paid to attorney are calculated before deducting for costs and expenses that are to be paid by you).

3. You acknowledge your attorney can make no guarantees as to the outcome of your matter or as to the nature of her representation. You acknowledge that your attorney may withdraw as counsel upon 5 days written notice to you at any time. You acknowledge that your attorney has informed you that you should discuss the contents of this retainer agreement with legal counsel before signing it. You acknowledge that, after having been so informed, you have voluntarily agreed to enter into this retainer agreement.

4. Should any portion of this agreement be deemed void, unenforceable, or against public policy, the remainder of the terms and provisions shall remain in full force and effect. The Firm has no obligation to pursue objectives that its attorneys believe are unlawful or that lack merit.

5. At this time the Firm has been retained by you only in connection with the Matter and not in connection with any other matter. The Firm is not assuming, and is not obligated to accept, any representation or responsibility on your behalf in connection with any other matter.

6. We will not advise you regarding federal income tax matters or the income or other tax effect of any recovery or settlement. You should consult with your accountants or other advisors concerning these matters. We will only provide services of a legal nature.

7. We will, upon your request, return to you any documents that you provide to us in connection with this matter. We reserve the right to destroy the remainder of any files generated in connection with this matter, including any documents that you provided to us, five (5) years after this matter is concluded.

8. We will not be responsible for any judgments or awards that may be rendered against you.

9. Finally, the Firm’s agreement to assume representation in the Matter is no guarantee of success, and the Firm makes no representations or warranties in this regard.

If this letter accurately reflects your agreement with the Firm, please sign where indicated below and return the letter to the undersigned.

Very truly yours,

By: _____

Terri M. Garcia
8422 Kirkbrook Drive
Houston, Texas 77089
(281) 741-3420
(281) 741-2079

APPROVED AND AGREED:

Date signed: _____

Printed Name: _____

Address: _____

Phone Number: _____

Insurance Company: _____

Claim Number: _____

Agent: _____

Policy Number: _____

E-Mail: _____