

ATTORNEYS: **SHIELDS LAW GROUP, LLC**
 Kansas – Missouri - Texas
 (913) 393-2080 - KS
 (816) 421-0800 – MO
 (832) 929-3558 - TX
 Fax: 1-877-247-9844

CLIENT NAME: _____
BUSINESS NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

PHONE NUMBER: _____
EMAIL: _____

CONTRACT FOR EMPLOYMENT OF ATTORNEYS
CONTINGENT FEE - KANSAS

The undersigned, referred to herein as “CLIENT” (and as above named), hereby employs and retains the Shields Law Group, LLC, as well as its predecessors and/or successor entities, hereinafter referred to collectively as “ATTORNEYS”, as my/our attorneys to prosecute and/or settle all of CLIENT’S claims against TAFS, Inc., its parent company Jacobson Holdings, and other parties who may be liable to CLIENT for injuries and/or damages caused to CLIENT’S person(s) and /or trucking and freight transportation business, resulting from the allegedly tortious and fraudulent business practices which TAFS, Inc. carried out generally from the time they solicited CLIENT and/or when CLIENT contracted with TAFS, Inc. and proceeding up and through the present day.

I understand and consent that ATTORNEYS will prospectively initiate litigation against TAFS, Inc. and its parent company Jacobson Holdings on CLIENT’S behalf, alleging generally tortious interference with CLIENT’S trucking and freight transportation business, one or more various forms of fraud, and any other claims ATTORNEYS deem viable under the law. I understand and consent that ATTORNEYS will file CLIENT’S case in the jurisdiction they deem best fit, most likely that being Kansas, and that ATTORNEYS will make all reasonable efforts to prosecute CLIENT’S claims successfully, although CLIENT does understand that no recovery is guaranteed. ATTORNEYS reserve the right to elect how best to prosecute CLIENT’S claims, whether that be by a mass action filing(s), putative class action(s) filing(s), agreed civil arbitration proceeding and/or mediation with settlement negotiations. This contract governs regardless of what avenue of prosecution is pursued to obtain CLIENT’S recovery. Also, if a partial recovery of attorneys’ fees is made against Defendants and said fees are actually paid by Defendants in addition to damages, then any recovered fees will act as a partial off-set or credit toward the contingency fee still remaining owed by CLIENT under this contract.

In consideration of the services rendered by ATTORNEYS, CLIENT agrees to pay the sum equal to:

40% of all “gross sums” recovered if CLIENT’S case is settled prior to a lawsuit being filed;

OR, if a lawsuit is initiated (filed), then:

40% of all “gross sums” recovered by way of suit or settlement which occur more than 60 days before the first trial setting; or

42.5% of all “gross sums” recovered by way of suit or settlement which occur less than 60 days before the first trial setting; or

45% of all “gross sums” recovered by way of suit or settlement which occur after trial has started.

“Gross sums” is defined as the total recovery made less expenses* incurred prosecuting the claim. CLIENT authorizes that expenses* and attorneys’ fees be paid to ATTORNEYS out of initial cash sums recovered at the time of settlement. CLIENT hereby authorizes ATTORNEYS to file suit and requests that ATTORNEYS incur expenses* of litigation. CLIENT further agrees that all costs and expenses of preparing, investigating, and prosecuting CLIENT’S claims will be deducted from any recovery, whether by suit, settlement, or otherwise, and that such deductions will be before calculation of ATTORNEYS’ fee.

It is understood and agreed that ATTORNEYS shall not be entitled to any compensation for their services unless and until settlement or collection of CLIENT’S claims have been made. In the event no recovery is made, CLIENT shall not be responsible to ATTORNEYS for any attorney’s fees. However, if CLIENT neglects to cooperate fully in the preparation and prosecution of CLIENT’S claim, ATTORNEYS shall have the right to withdraw from representation of CLIENT, in which event CLIENT agrees to pay a reasonable fee to ATTORNEYS for the work performed to the date of the withdrawal, as well as reimburse the advanced expenses. CLIENT also approves the splitting of the gross attorney fee earned under this agreement between the Shields Law Group, LLC and/or any other third party attorney who may collaborate in my representation.

In the event of a structured settlement, the attorney fee shall be calculated based upon the present value of the settlement. In the event of a common fund settlement, CLIENT’S contingent fee shall be calculated upon his/her recovery from the common fund.

CLIENT agrees to keep ATTORNEYS advised of CLIENT’S whereabouts at all times and to cooperate in the preparation of CLIENT’S case, to appear for court appearances, and to comply with all reasonable requests made of CLIENT in connection with the preparation and presentation of CLIENT’S case. Failure to cooperate may result in court-imposed sanctions and/or a request to withdraw as counsel by ATTORNEYS, in

which event ATTORNEYS may seek payment of reasonable attorney fees for time expended and reimbursement of case expenses advanced by ATTORNEYS.

ATTORNEY may provide any of the aforementioned representation to CLIENT personally or, in ATTORNEY'S discretion, by assignment of such representation to members of ATTORNEY'S firms or other third-party colleagues of ATTORNEYS by way of referral.

CLIENT understands and acknowledges that no guarantees have been made by ATTORNEYS as to the ultimate results or disposition of CLIENT'S case.

During the course of ATTORNEY'S representation of CLIENT, ATTORNEY will keep CLIENT reasonably advised as to the progress of his/her claim. CLIENT agrees to defer to ATTORNEY'S training, experience, knowledge and skill in determining settlement offers and/or values to be tendered to any defendant and/or their insurer. ATTORNEY agrees to obtain the consent of CLIENT before entering into any settlement agreements on CLIENT'S behalf. In this regard, if at any time ATTORNEY recommends a settlement to CLIENT and CLIENT does not consent, ATTORNEY can elect to require CLIENT to advance all costs of litigation incurred from that date forward through the conclusion of the case. If CLIENT refuses to advance the costs going forward, then ATTORNEY can withdraw and seek reasonable attorney fees and reimbursement of case expenses incurred up and through the date of withdrawal.

IT IS FURTHER UNDERSTOOD that said ATTORNEY is under a professional obligation to investigate the case to determine its merit and advisability before filing suit. It is understood that at the conclusion of its investigation, ATTORNEY shall make a recommendation to CLIENT as to the further handling of the case and its further involvement in the case. ATTORNEYS reserve the right to determine whether they will file the case at the completion of its investigation. If ATTORNEYS elect not to proceed, no charge will be made for ATTORNEY'S time expended in the matter.

CLIENT acknowledges that ATTORNEYS shall be entitled to a lien against their claim for the reasonable value of its services provided pursuant to this agreement, as determined by mutual agreement or judicial decision, and for case expenses incurred by ATTORNEYS, if the CLIENT terminates ATTORNEYS and subsequently makes recovery upon the case after the ATTORNEY'S employment is terminated, whether by the CLIENT or a subsequently retained attorney acting on CLIENT'S behalf.

DATED THIS _____ DAY OF _____, 2023

ACCEPTED BY: _____, CLIENT

_____, CLIENT

* Litigation expenses include but are not limited to court costs, filing fees, deposition costs, transcript fees, postage, expert witness fees, copies @ \$.20/page, long distance telephone charges, facsimile transmissions @ \$.20/page, mileage @ IRS rate/mile, record and document costs, travel expenses and/or hotel if required, and shall be deducted from any recovery BEFORE attorney fees are calculated.

Further, IT IS UNDERSTOOD AND AGREED by Client that all or a part of the litigation expenses incurred in the prosecution and advancement of Client's claims may be financed by one or more third-party finance companies selected by Attorney. Client understands that in addition to the actual litigation expenses incurred, that finance charges and/or interest will be charged and will be due and owing to various third-party finance companies upon recovery, or will be reimbursed directly to Attorney if interest payments have already been advanced on Client's behalf. Client understands and agrees that any and all finance charges and/or interest incurred on their case under this financing arrangement will be considered litigation expenses as well, and shall be deducted from any recovery before attorney fees are calculated.

ACCEPTED BY ATTORNEYS:

Spencer C. Shields
SHIELDS LAW GROUP, LLC