

GRABB & DURANDO, P.C.

PERSONAL INJURY ATTORNEYS

REPRESENTATION AGREEMENT

Grabb & Durando, P.C., referred in this Agreement as (Attorney), and LUIS NICHOLS whose address is 425 W. KENTUCKY ST. TUCSON, AZ 85714 referred to in this Agreement as (Client), do hereby enter into this Agreement on this 10TH day of OCTOBER, 2025, and agree as follows:

1. **Representation:** Client has a claim for personal injuries and/or other damages involving an incident that took place on or about 10-06-2025, and Client employs Attorney to settle that claim on terms agreeable to and approved by Client or to prosecute that claim to final judgment.
2. **Fees:** In consideration of services already performed and/or to be performed by Attorney in connection with this claim, Client agrees to pay Attorney a fee of 33.33% of the total sum collected for Client's claim as a result of Attorney's services, and Client assigns to Attorney a lien for that amount on the total sum collected. If any portion of the total sum collected is to be paid separately in the future, the present cost, if known, or otherwise the present cash value of the total sum collected shall be used to compute Attorney's fees. In addition, Client will also be responsible for costs and expenses discussed in Paragraphs 4 and 5 below.
3. **No Recovery/No Fee:** If no recovery is obtained, Client will owe to Attorney no fee for Attorney's services.
4. **Costs:** In addition to the fee to Attorney, Client will also pay the costs and expenses reasonably incurred in the handling of Client's claim. Medical treatment providers routinely charge for copies of bills and records and these must be obtained by Attorney. Costs and expenses include, but are not limited to: accident reports, costs of medical services reports and records, photographs, filing fees required by a court or governmental entity, sheriff or constable fees, service of process fees, investigative expenses, court reporter fees, witness fees, expert witness fees, deposition fees, trial preparation costs, and other related incidental expenses. Not all such costs are involved with each claim, but Client recognizes and acknowledges that it is impossible to determine precisely in advance each cost or expense that will be incurred in the handling of Client's claim. Attorney will endeavor at all times to keep costs to the minimum amount required for the diligent and professional representation of Client. Furthermore, Client understands that Attorney does not track internal administrative expenses. These expenses include, but are not limited to: phone calls, postage, delivery fees, travel, etc. Client agrees to pay Attorney a \$100 administration fee. This fee will cover all administrative costs that may be incurred.

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5. Medical Costs: All unpaid medical expenses of Client in connection with this claim will remain the responsibility of Client to pay. If Client has medical insurance that will pay all or part of Client's medical bills, it is the Client's responsibility to submit those bills to Client's health insurer or to arrange for the treatment provider to submit the bills to the health insurer. Health insurers that pay medical bills incurred in connection with an accident are generally not entitled to reimbursement out of settlement monies received by Client. However, under some circumstances, health insurers are entitled to reimbursement. (For example, payments made by Medicare, AHCCCS and ERISA insurance plans are almost always entitled to reimbursement.) Where health insurers are entitled to reimbursement, Attorney is required by law to pay such reimbursement out of the settlement funds.
6. Liens: When Attorney has signed a lien for a Client's creditor or a lien for a Client's treatment provider by which the creditor or provider agrees to wait for payment out of any settlement monies Client receives, Client authorizes Attorney to pay out of Client's share of the total sum collected the amount due to such lienholders. In the event Client dismisses Attorney as outlined in Paragraph 10, Client agrees that all liens signed by attorney will be honored by any other attorney representing Client in this matter, or will be paid directly by Client in the event Client does not retain new representation.
7. Calculation of Fees: Client understands that the fee owed to Attorney for Attorney's services will be calculated on the total sum collected before the payment of or deduction for the costs, expenses, medical bills and liens discussed in Paragraphs 4, 5 and 6.
8. Mutual Duties: Attorney will represent Client zealously and will preserve the confidences of Client. Client will fully cooperate with Attorney at all times and will promptly provide Attorney with assistance, information and/or documents needed by Attorney to proceed. Client will keep Attorney advised of any changes in Client's address, telephone number or place of employment. Attorney must know how to contact Client by mail or phone at all times.
9. Withdrawal: If at any time Attorney determines that Client's claim does not appear to have adequate merit, that the time and expense required to handle Client's claim is not justified by the possible recovery, or that Client has failed to cooperate with Attorney in the handling of the claim, then attorney shall have the right, at any time, to cancel this Agreement by notifying Client by letter sent to Client's last known address.
10. Dismissal: Client shall have the right to dismiss Attorney. If Client dismisses Attorney or employs a new lawyer, Client shall pay to Attorney, and Attorney shall have a lien on Client's recovery for, all costs and expenses incurred by Attorney in the handling of Client's claim plus the greater of: (a) 33.33% of the last settlement offer obtained by Attorney in

connection with Client's claim; or (b) \$250.00 per hour of Attorney time spent on Client's claim and \$80.00 per hour of legal assistant time spent on the claim.

11. Failure to Provide Address/Phone: Client will at all times provide Attorney with an address and/or a telephone number where Client may be contacted. The law provides that a lawsuit must be filed within two years of an accident (in some cases, one year). Not filing a lawsuit by the deadline will prevent Client from obtaining any compensation for damages or injuries sustained in the accident. If, at the deadline for filing a lawsuit, Attorney is unable to locate Client, Attorney will not file the lawsuit. Client's claim will then be extinguished, and Client will be unable to obtain any compensation for damages or injuries sustained in the accident. If, after a lawsuit has been filed, Attorney is unable to locate Client, Attorney will withdraw as attorney in the case. This will almost definitely lead to the dismissal of the case by the court. If a lawsuit is dismissed after the deadline for filing a lawsuit (even if the lawsuit was filed before the deadline), the lawsuit cannot be re-filed, Client's claim will then be extinguished and Client will be unable to obtain any compensation for damages or injuries sustained in the accident. Client understands that it is Client's responsibility to keep Attorney informed of Client's whereabouts at all times and that failure to do so may lead to Client's losing their claim.

12. File Retention Policy: Client understands that Attorney will maintain a physical and digital file. These will include all aspects of their case including but not limited to: fee agreement, correspondence, medical bills, medical records, pleadings, etc. Client understands that after the completion of their case, or dismissal of Attorney, client may take possession of their physical file. If client does not provide a written request for their file within (90) days of the completion of their case, or dismissal of Attorney, client authorizes Attorney to destroy said file. The digital file will be retained for Five (5) years after the completion of the case, or dismissal of Attorney. Client understands and agrees to this File Retention Policy. Client also understands that they will not be contacted prior to the destruction of physical or digital file.

13. Litigation: Client understands that if their case goes into litigation, Attorney may associate with another attorney or law firm (Associate Attorney), and that in such an event, all terms outlined in this agreement will extend to Associate Attorney. The fee in this matter will not increase as a result of this association, and Grabb & Durando, P.C. will split the existing fee with Leshner and Corradini P.L.L.C.

14. Arbitration: In the event that an award through arbitration is entered, and if that award is appealed by the adverse party, and a new trial results in a judgment that is more favorable than the arbitration award, the attorney fees shall be the greater of (a) \$250.00 per hour of Attorney time spent on Client's claim and \$80.00 per hour of legal assistant time spent on the claim;

or, (b) the contingency rate of 33.33%, whichever is higher.

15. Authorization to Sign, Endorse and Distribute: Client gives Attorney permission to sign any HIPAA medical release forms, Medicare forms, or other documents that are associated with this claim. Furthermore, when Client has approved the settlement of the claim and a check is tendered in settlement of the claim or when a check is tendered in satisfaction of a judgment or award rendered in a lawsuit, Client gives permission for any authorized representative of Attorney, to endorse by signing Client's name and to deposit, on Client's behalf, in Attorney's trust account the check so tendered. Client further authorizes Attorney to distribute the funds in accordance with this Agreement.

16. Entire Agreement: Client acknowledges that he/she has read and understands this Agreement and agrees to all of the terms and conditions stated in it. Client acknowledges that Attorney has made no promises or guarantees regarding the outcome of Client's claim. There are no other written or oral agreements between Client and Attorney.

Grabb & Durando, P.C., by:

Attorney

Date

Client

Date

Luis Diego Nichols

10/10/25