

LEGAL REPRESENTATION AGREEMENT

ATTORNEY/AGENT AND VETERAN

This contract for legal services is entered by and between ("the Client"), and ("the Agent"). The Client and the Agent agrees as follows:

1. Legal Services to Be Provided

The Client retains ATTORNEY/AGENT to represent him before the U.S. Board of Veterans Appeals (BVA) and the V.A. Regional Office (VARO) and with aid of additional counsel before the U.S. Court of Appeals for Veterans Claims (CAVC) . We are in contention with the RO's decisions dated XX/XX/XXXX respectively. The Appellant is actively pursuing compensation for WHAT CONTENTIONS ARE AT ISSUE

_ Irrespective of the objectives specified above, the Client seeks to secure any and all benefits that the VARO and BVA should have reasonably inferred that the Client is entitled to receive. The Client understands that pursuit of these claims may possibly involve, in addition to representation before the VA, (a) appeal to the BVA, (b) moving to seek reconsideration by the BVA, (c) a remand by the BVA to the VA Regional Office, or an appeal to the Unit States CAVC.

2. Scope of Representation

The parties agree that the Agents representation cannot exceed the Board of Veterans Appeals (level). The representation of the Client in any other forums other than those expressly named in Paragraph 1 is not covered by this agreement. For example, this contract for legal services does not include representation before the U.S. Court of Appeals for the Federal Circuit on any appeal of a decision rendered by CAVC in the Client's case or before the Social Security Administration .

3. Payment of Retainer to Initiate Representation of the Client. The Client will pay the Agent a retainer of \$0.00 to initiate the Agent's work in this case and to evaluate this case. The payment is due and payable prior to the Agent beginning any representation of the Client. In the event that the case is remanded or decided in favor of the Appellant, the time and expenses covered by the retainer will be incorporated into the Appellant's application for fees and expenses under the Equal Access to

Justice Act (EAJA), if any. Upon recovery of these fees and expenses from the VA any retainer paid will be refunded.

4. Contingency Fee Agreement

(a) Other than the payment by the Client of the retainer provided for by paragraph 3 (which is \$0.00) of this agreement, if there is no recovery of back disability compensation (or pension) , there shall be no fees owed by the Client to the Agent for representation in this matter.

(b) In addition to the payment of a retainer provided for in paragraph 3 of this agreement, which is \$0.00. Client agrees to pay the Agent a fee contingent upon the outcome of the matter or proceeding described in paragraph I equal to **20 percent** of the gross amount of any past due VA disability compensation (or pension) recovered, whether by judgment, settlement, or administrative action, less the amount of the retainer.

(c) **Should this matter be remanded to the Board of Veterans Appeals for further proceedings, the Agent will prepare a motion for the Client under the Equal Access to Justice Act for fees and expenses. For the purpose of a motion for fees and expenses, or any other billing requiring reference to a higher rate no greater than 33 percent provide submitted proof of expenses, e.g. Gas receipts, Airline tickets.**

(d) The Client will review and approve any motion for fees within 14 days of the entry of an Order for Stay or Remand. Any fees or expenses covered will be credited against any contingent fee recovery as outlined in 4(b) above.

5. Client Obligated to Pay Agent from Amounts Recovered The parties understand and agree that the Contingent Fee described in paragraph 4(b) above is to be paid by the VA directly to the Agent from past-due benefits awarded on the basis of the Client's claim. The Client hereby consents to such direct payment by the VA to the Agent. However, the Client remains liable for the amount of the Contingent Fee of 20 percent of any past-due benefits awarded on the basis of the Client's claim, unless and until the fee is paid to the Agent by the VA. The Client agrees to pay said Contingent Fee (less any retainer paid) directly to the Agent in the event the VA fails to do so. (In the event that there is an administrative error of payment and the veteran receives the entire amount including the Agent's 20 percent, the veteran is responsible to pay that amount (20 percent) to the Agent).

6. Expenses Related to Representation (Quantum Meruit)

Based on the required actions taken to facilitate the processing of this claim, it may become necessary for the Agent to incur certain reasonable expenses on behalf of the Client, including, but not limited to, long distance telephone calls, travel and etc. Under the common laws of the several United States, the Agent may be reimbursed for these reasonable and necessary expenses. In addition to fees for services discussed in

paragraph 3 and 4 above, the Client agrees that, regardless of recovery, the Client is responsible for and will pay all out of pocket expenses incurred by the Agent in connection with this representation. These disbursements may include, but not limited to, court costs, such as \$50 filing fee, cost of medical records, physician examinations and reports, laboratory tests, postage, telephone charges, messenger service, travel costs and other reasonable expenses related to the pursuit of the Client's claim.

7. Client's Address and Telephone Number

The Client agrees to keep the Agent and the VA advised of the Client's current address and telephone number, or someone who can contact the Client at all times and to cooperate in the preparation and presentation of her case.

8. Client's Discharge of the Agent

The Client may discharge the Agent upon written notice to the Attorney except that the Client discharges the Agent without securing substitute counsel after the Agent has entered an appearance in court, the court may require the Agent to continue to represent the

Client until substitute counsel enters an appearance and the Agent's appearance is terminated by the court. If the Client Discharges the Agent after the Agent has fully informed, substantially performed or contributed substantially to the results finally obtained by the Client, the Client shall be liable for payment of the Agent's fees and expenses as provided in this agreement.

9. The Agent's Withdrawal from Agreement

The Agent does not anticipate any problems that would require withdrawal from this agreement and the Agent intends to pursue Client's matter to the best of his ability. If, however, circumstances arise that necessitate withdrawal in accordance with the Code of Professional Responsibility, the Agent will (a) notify the Client in writing of the withdrawal from this Agreement, and (b) take reasonable steps to avoid foreseeable prejudice to the rights of the Client.

10. Settlement Offers

The Agent will advise the Client of all settlement offers and no remand, dismissal or settlement of any claim or claims will be made without the consent of the Client.

11. Complete Integration, Binding Upon All Parties

This Agreement contains the entire agreement between the Client and the Agent regarding this matter and the payment of fees and expenses. This Agreement shall not be modified except by written agreement signed by the Client and the Agent. This Agreement shall be binding upon the Client and the Agent and their respective heirs, executors, legal representatives and successors.

12. No Promises or Guarantees of Outcome

The Client has read and understood this contract and agrees that the Agent has made no promises or guarantees regarding the outcome of this matter.

13. Interpretation of Agreement

The Client and the Agent understand that the U.S. Court of Appeals for Veterans Claims is vested with the authority to determine the reasonableness of this Fee Agreement. Further, the Client and the Agent agree that in the event that there is a disagreement about the meaning of any of the terms of this Agreement, the laws of the State of Tennessee shall govern the interpretation of this Agreement. The Client further agrees that if there is a recourse to the judicial process to resolve a dispute about this Agreement after the U.S. Court of Appeals and the U.S. Department of Veterans Affairs have concluded their reviews, he will submit to the jurisdiction of the Courts of Tennessee, and will permit the dispute to be adjudicated by the Courts of Tennessee.

14. Commencement of Representation

Representation of the Client by the Agent under this Agreement will not commence until the Agent receives payment of the retainer. If required, and a copy of this Agreement signed by the Client. The effective date of this Agreement shall be the date on which the Agent receives the retainer and signs the Agreement.

15. Power of Attorney to Endorse U.S. Treasury Checks for Payment of any EAJA Award

In the event that the CAVC orders an award of reasonable Agent/Attorney fees and expenses pursuant to the Equal Access to Justice Act (EAJA), the Client, by his signature below, specifically authorizes and appoints Mr. Mark A. Dunham, as a limited power of attorney to receive, endorse the Client's name, and collect payment on, any check drawn on The United States Treasury by the U.S. Department of Veterans Affairs in payment of an award of EAJA fees and expenses.

16. Mutual Agreement

We agree that the above Agreement represents our mutual agreement.

17. Copy

I have received a copy of this Agreement.