

**POWER OF ATTORNEY**  
**WITH ASSIGNMENT OF INTEREST**

STATE OF TEXAS

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§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That I/We, \_\_\_\_\_, hereby employ and appoint the law firm of PAUL E. NUNU, Attorney at Law, of Houston, Texas, as my true and lawful attorney, to act for me/us and in my/our name and to take any appropriate legal action which he deems necessary to prosecute and collect my/our claim against \_\_\_\_\_, and any and all other persons, firms, corporations and/or organizations who may be legally responsible for the \_\_\_\_\_ and to file any suit, conduct the same to a final decision or compromise, and negotiate any settlement with my consent; and I/we agree not to negotiate or make any settlement without the consent of said attorney.

IN CONSIDERATION of the services rendered and to be rendered by said attorney, we hereby assign and convey to said attorney, as compensation for his services, the following present undivided interest in said claim or causes of action:

33-1/3% if settled before suit is filed; or  
40% if suit is filed.

In the event recovery is made after an appeal is taken, then the above interests shall be increased by ten per cent (10%). The fee interest herein is calculated on gross recovery, and in addition thereto, I/we hereby assign to said attorney an interest in my/our remaining share of the amount collected a sum of money equal to all expenses of litigation and investigation not previously paid by me/us, plus all other claims, expenses, medical expenses, and other sums of money agreed, paid or guaranteed to be paid by said attorney out of the amount collected before final distribution of the sum recovered.

Said attorney is hereby empowered to execute with my consent, on my/our behalf, any and all closing papers including, but not limited to, release, and or judgment. My attorney is specifically authorized to endorse my/our name on any and all checks or drafts paid in partial or full settlement or satisfaction of judgment.

I/We, \_\_\_\_\_, do specifically authorize our said attorney to employ whatever experts he deems necessary to prosecute said claim, including other attorneys in this jurisdiction, and foreign jurisdictions, doctors, accountants, engineers, etc.

In case the attorney shall determine that this matter should not be pursued further, the client agrees that the attorney may withdraw from the representation of the client by sending written notice to the client at his last known address of the attorney's intention to withdraw.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this contract.

I/We understand that my/our attorney has not guaranteed the outcome of my/our case, but only to represent me/us to the best of his ability. If additional services are necessary other than those specified, a new contract and fee schedule may be necessary.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

ACCEPTED:

PAUL E. NUNU  
Attorney at Law  
1235 Harvard  
Houston, TX 77008  
(713) 868-6868  
(713) 861-6868 Fax  
[NUNULAWOFFICE@aol.com](mailto:NUNULAWOFFICE@aol.com)

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
ATTORNEY

\_\_\_\_\_  
CLIENT

**SCHEDULE OF ADDITIONAL COSTS AND EXPENSES**

In addition to the attorney's fees charged as referenced herein and other out of pocket fees, the following charges for expenses and/or costs of litigation may apply:

1. Subpoenas including depositions upon written questions: \$100.00 each  
(all records fees are extra)
2. Travel (.35 per mile plus all other out of pocket expenses)
3. Fax, Copies and/or Postage  
(Faxes are charged at \$1.00 per page and \$0.25 per page for copies,  
all to be estimated based upon experience and size of the file)
4. Video depositions and/or witness statements \$300.00 each  
(Court Reporter fees are extra. All copies are free.)

**OTHER SPECIAL PROVISIONS**

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APPROVED:

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul E. Nunu

\_\_\_\_\_  
Date