

POWER OF ATTORNEY/CONTRACT TO HIRE ATTORNEYS
Catholic Church Sex Abuse Litigation

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO.: (H) _____ (C) _____

E-MAIL: _____

SSN/EIN: _____ DATE OF BIRTH: _____

hereafter called "Client," hereby appoints and employs (i) **MITCHELL A. TOUPS, LTD.**, acting by and through any of its partners and associates, with its principal place of business at 2615 Calder Ave., Suite 400, Beaumont, Texas 77702 (409.838.0101), and (ii) **THE COFFMAN LAW FIRM**, a corporation acting by and through any of its shareholders and associates, with its principal place of business at 505 Orleans, Suite 505, Beaumont, Texas 77701 (409.833.7700) (together, the "Attorneys") to represent Client in connection with recovering compensation from Defendants United States Conference of Catholic Bishops ("USCCB") and the Holy See, in its Capacity as a Foreign State (State of the Vatican City), and in its Capacity as an Unincorporated Association and Head of an International Religious Organization ("Holy See") (together, "Defendants") or from a Compensation Fund established by Defendants, the Roman Catholic Church and/or their subdivisions, representatives, and/or agents for the sexual abuse of Client perpetrated by Roman Catholic Church cardinals, bishops, Monsignors, priests, sisters, lay leaders, members of Catholic religious orders, educators, and other of Defendants' personnel, members, agents, and representatives and its cover-up and/or recovering compensation from client from other sources (collectively, the "Litigation").

ATTORNEYS' FEES

In light of the complexity and status of the Litigation against Defendants and the Roman Catholic Church, Client understands and agrees that his/her representation by the Attorneys could take one of several forms, including, without limitation, (i) filing a separate individual lawsuit, (ii) participating as a plaintiff in the existing class action pending in federal district court in Washington, D.C., including its settlement, and/or (iii) filing a claim with a compensation fund established by Defendants, the Roman Catholic Church and/or their subdivisions, representatives, and/or agents. In consideration for the services rendered and to be rendered by the Attorneys on Client's behalf, including the advancement of all litigation expenses by the Attorneys on Client's behalf, Client agrees to compensate the Attorneys as follows

(depending on the applicable scenario):

1. Separate Individual Lawsuit. If the Attorneys file a separate individual lawsuit for Client and secure a recovery for Client, Client agrees to pay the Attorneys an undivided thirty-five percent (35%) contingent attorneys' fee out of Client's total recovery (*i.e.*, the gross recovery), whether by judgment, agreement, settlement, alternative dispute resolution, and/or other method of case resolution. Such contingent attorneys' fee percentage will increase to forty percent (40%) if a post-trial motion or an appeal is filed for any reason. Client further understands and agrees that such contingent attorneys' fee will be deducted from the recovery prior to its distribution to Client and/or paid directly to the Attorneys by the payor. Client further understands and agrees that the Attorneys will share in the services performed and responsibilities assumed and share any attorneys' fees on this basis. **If the Attorneys do not secure a recovery for Client, Client will not owe the Attorneys any attorneys' fees.**

2. Existing Federal Court Class Action (Class Resolution). If the Client participates in the existing federal court class action and the Attorneys secure a class resolution, Client understands and agrees that the Attorneys will apply to the Court for an award of attorneys' fees. Client understands and agrees the such attorneys' fees will be calculated, fixed, and awarded by the Court, and either separately paid by the payor or paid out of monies, property, or other value recovered by the Attorneys for Client and the class members, whether by judgment, agreement, settlement, alternative dispute resolution, and/or other method of case resolution. The Attorneys will not seek an attorneys' fee award greater than forty percent (35%) of the recovery. Client understands and agrees that the Attorneys will share in the services performed and responsibilities assumed and share any attorneys' fees on this basis. **If the Attorneys do not secure a recovery for Client, Client will not owe the Attorneys any attorneys' fees.**

3. Existing Federal Court Class Action (Individual Resolution). If the Client participates in the existing federal court class action, but the Attorneys only secure an individual resolution for Client, Client agrees to pay the Attorneys an undivided thirty-five percent (35%) contingent attorneys' fee out of Client's total recovery (*i.e.*, the gross recovery), whether by judgment, agreement, settlement, alternative dispute resolution, and/or other method of case resolution. Client further understands and agrees that such contingent attorneys' fee will be deducted from the recovery prior to its distribution to Client and/or paid directly to the Attorneys by the payor. Client further understands and agrees that the Attorneys will share in the services performed and responsibilities assumed and share any attorneys' fees on this basis. **If the Attorneys do not secure a recovery for Client, Client will not owe the Attorneys any attorneys' fees.**

4. Compensation Fund. If the Attorneys file a claim for Client with a compensation fund established by Defendants, the Roman Catholic Church and/or their subdivisions, representatives, and/or agents, and secure a recovery for Client, Client agrees to pay the Attorneys an undivided reduced thirty-five percent (35%) contingent attorneys' fee out of the total amount the Attorneys secure for Client. Client further understands and agrees that such contingent attorneys' fee will be deducted from the recovery prior to its distribution to Client and/or paid directly to the Attorneys by the payor. Client further understands and agrees that the Attorneys will share in the services performed and responsibilities assumed and share any attorneys' fees on this basis. **If the Attorneys do not secure a recovery for Client, Client will not owe the Attorneys any attorneys' fees.**

5. Division of Fees. Division of all Fees listed above will be 50% to Mitchell A. Toups, Ltd. and 50% to The Coffman Law Firm.

LITIGATION EXPENSES AND COURT COSTS

Whatever the form of the Litigation and its resolution, the Attorneys agree to advance all reasonable and necessary litigation expenses and court costs for Client including, but not limited to, copying costs, deposition costs, expert witness fees, consultant fees, travel expenses, court costs, and any other reasonable and necessary expenses and costs to prosecute Client's claims (collectively, the "Litigation Expenses").

If the Litigation is a successful Separate Individual Case, Client agrees to reimburse the Attorneys for all Litigation Expenses advanced on Client's behalf out of Client's share of the recovery, (*i.e.*, Client's Litigation Expenses will be paid to the Attorneys out of Client's share of the recovery after the above attorneys' fee splits are made).

If the Litigation results in a class resolution of the Existing Federal Court Class Action, Client understands and agrees that the Attorneys will apply to the Court for reimbursement of all Litigation Expenses advanced for Client and the class members. Client understands and agrees such Litigation Expenses will be calculated, fixed and awarded by the Court, and either separately paid by the payor or paid out of monies, property, or other value recovered by the Attorneys for Client and the class members, whether by judgment, agreement, settlement, alternative dispute resolution, and/or other method of case resolution.

If the Litigation results in an individual resolution of the Existing Federal Court Class Action, Client agrees to reimburse the Attorneys for all Litigation Expenses advanced on Client's behalf out of Client's share of the recovery, (*i.e.*, Client's Litigation Expenses will be paid to the Attorneys out of Client's share of the recovery after the above attorneys' fee splits are made).

If the Litigation results in a recovery from a Compensation Fund established by Defendants, the Roman Catholic Church and/or their subdivisions, representatives, and/or agents, Client agrees to reimburse the Attorneys for all Litigation Expenses advanced on Client's behalf out of Client's share of the recovery, (*i.e.*, Client's Litigation Expenses will be paid to the Attorneys out of Client's share of the recovery after the above attorneys' fee splits are made).

Client understands and agrees that Attorneys may prosecute Client's claims as part of a group of clients whose claims are similarly situated. Client understands and agrees that common Litigation Expenses may be incurred on behalf of the group. Client authorizes Attorneys to apportion such Litigation Expenses using Attorneys' professional judgment.

If the Attorneys do not secure a recovery for Client, Client will not owe the Attorneys any Litigation Expenses advanced by the Attorneys on Client's behalf.

AUTHORITY OF THE ATTORNEYS/COOPERATION OF CLIENT

Client empowers the Attorneys to take all steps deemed necessary by them to investigate, handle, and/or prosecute Client's claims, including, without limitation, hiring consulting and/or testifying experts, conducting discovery, and filing the appropriate pleadings, motions and briefs with the Court and/or Compensation Fund. In support of the Attorneys' efforts on behalf of Client, Client will (i) keep the Attorneys advised of his current address, telephone numbers and email addresses, and (ii) cooperate fully with the Attorneys to prosecute the Litigation including, without limitation, reviewing drafts of the Complaint and any amended Complaints prior to filing, providing documents and information to the

Attorneys, responding to discovery requests, sitting for a deposition, and assisting the Attorneys when necessary.

WITHDRAWAL OR TERMINATION

Client and the Attorneys covenant and agree that if during the course of investigating, preparing, handling and/or prosecuting Client's claims, the Attorneys make a good faith determination that further action is untenable, not economically viable, or a successful conclusion not possible, the Attorneys will have the right to withdraw from representing Client in the Litigation by sending Client a letter of explanation of the reason for withdrawal to Client's last known address.

Client will have the sole and exclusive right to accept or reject any offers to settle the Litigation. Client, however, will have an obligation to weigh fully the opinions and recommendations of the Attorneys and not unreasonably withhold consent to a settlement proposal which, in the judgment of the Attorneys, is a fair and reasonable basis for the disposition of Client's claims. Should Client unreasonably withhold his/her consent to a fair and reasonable settlement, the Attorneys will have the right to withdraw from representing the Client in the Litigation.

Client understands he/she may terminate this Contract and his/her representation by the Attorneys in the Litigation at any time by providing written notice to the Attorneys at the addresses of their principal offices. Should Client elect to terminate this Contract prior to the Attorneys completing their services under this Contract and hires another attorney, the Client (and/or their new attorney) agree to immediately reimburse the Attorneys for all outstanding Litigation Expenses advanced by the Attorneys on behalf of Client that are unreimbursed to date. Should Client ultimately secure a recovery, the Attorneys also will be entitled to receive attorneys' fees commensurate with the work they performed and objectives and/or result they achieved during their retention by Client under this Contract in an amount to be negotiated in good faith between the Attorneys, Client and replacement counsel.

ATTORNEYS' LIEN

Client grants the Attorneys a lien on Client's claims and causes of action and a lien against any proceeds, recoveries, and/or judgments related thereto as security for the payment of the above-referenced contingent attorneys' fees and reimbursement of Litigation Expenses. Client understands and agrees that the Attorneys have worked on this matter based on Client's assignment of a contingent attorneys' fee and this lien, and the Attorneys have not required Client to pay them hourly fees or deposit a retainer in the Attorneys' trust accounts. Client further understands and agrees that if Client terminates this Contract and discharges the Attorneys, the Attorneys intend to enforce this lien against any proceeds, recoveries and/or judgments received by Client in any way related to the Litigation.

CLIENT ACKNOWLEDGMENTS

Client acknowledges that (i) he/she has made sufficient investigation and inquiry to determine this Contract is fair and reasonable, and (ii) this Contract is the product of an arm's length negotiation with the Attorneys. Client acknowledges that no one has received any reward, nor is entitled to a referral fee, for recommending or referring the Attorneys to Client or vice versa. Client has not been promised any support or reward for signing this Contract. Client further acknowledges he/she received a copy of the Texas

Lawyer's Creed upon receipt of this Contract. Client further acknowledges that the Attorneys have made no guarantees regarding the successful outcome of the Litigation and all expressions about its outcome only are opinions.

FILE RETENTION AND DESTRUCTION

The file and any materials compiled and maintained by the Attorneys while representing Client in the litigation will remain the property of the Attorneys upon conclusion of the Litigation. The Attorneys will cooperate fully in furnishing a copy of relevant materials from the file to any successor attorney. Client understands and agrees that after the Litigation is concluded, the Attorneys will maintain the file for at least six (6) years, but after that time, the Attorneys may dispose of the file under their respective document retention policies. Should Client wish to obtain any documents or information from the Attorneys' files that he/she furnished to the Attorneys, such documents and information will be returned to Client provided Client's request is made within six (6) years after the conclusion of the Attorneys' representation of Client.

SEVERABILITY/INTEGRATION

If any part of this Contract is found unenforceable, the Parties agree that all other provisions will remain valid and enforceable. This Contract is governed by the laws of the State of Texas. This Contract represents the final and mutual understanding of the Parties. It replaces and supersedes any prior contracts, agreements, and/or understandings between the Parties, whether written or oral. This Contract may not be modified, amended, or replaced except by another signed written agreement by the Parties. This Contract may be executed in multiple counterparts.

LIMITATION OF SERVICES

Client understands and agrees that he/she has retained the Attorneys only for the purposes expressly stated in this Contract. Client further understands and agrees that the Attorneys have made no representations, express or implied, to perform any legal services, prosecute and/or defend any claims, and/or render any legal opinions on any matter not expressly addressed in this Contract, including the provision of tax advisory services. Client understands and agrees it is his/her sole responsibility to obtain independent tax advice about any aspect of his/her claims and/or the Litigation including, without limitation, any Litigation recovery.

EMAIL COMMUNICATIONS

Client understands and agrees that in connection with this engagement, the Attorneys may communicate with Client or others via email. As emails can be interpreted and read, disclosed or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, the Attorneys cannot guarantee that emails from the Attorneys will be properly delivered and read only by the addressee. Therefore, the Attorneys disclaim and waive any liability or responsibility for the interception or unintentional disclosure or communication of emails, or for the unauthorized use or failed delivery of emails, transmitted by us for the performance of this engagement. Client understands and agrees the Attorneys shall have no liability for any loss or damage to any person or entity resulting from the use of email, including any consequential, incidental, direct, indirect or special damages

including, without limitation, loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information.

UNDERSTOOD AND AGREED:

CLIENT SIGNATURE

DATE

RICHARD L. COFFMAN, PRESIDENT
THE COFFMAN LAW FIRM

DATE

MITCHELL TOUPS, PARTNER
MITCHELL A. TOUPS, LTD.

DATE

CASE UPDATES VIA THE ATTORNEYS' DEDICATED CASE WEBSITE

Client is encouraged to regularly visit www.clergysexabuse.com, the Attorneys' dedicated case website, for regular case updates. Client also may sign up for free email case updates that Client will receive each time the attorneys post an update to the website.

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call **1 (800) 932-1900**. This is a toll-free telephone call.