

Client Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
(Home) Address: \_\_\_\_\_ Phone Number: (Alternative ) \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Employer: \_\_\_\_\_

### AGREEMENT

THIS AGREEMENT is entered into for the purpose of providing noegotiation or legal services. **NICK C. THOMPSON, ATTORNEY AT LAW**, agrees to represent the undersigned CLIENT from this date Monday, July 14, 2008, in a Lemon Auto matter and shall provide only negotiations with the auto manufacturer if the vehicle was purchased out of state; however the attorney will also provide legal services if the case is within Kentucky. Services are provided wholly at the client's direction, including negotiations, trial preparation, and trial if needed. No appeal work is contemplated in this Agreement. Appeals to a Court of Appeals is an added cost. No promise of any specific results from any litigation or representation have been made.

If this case invovles a lemon auto from the State of Kentucky the undersigned CLIENT agrees to pay a sum of money as retainer to secure the services described herein and in the amount of \$150.00. Said sum is not refundable but is only required if a lawsuit is to be filed. The amount may be higher if filing fees increase, parties other than the manufacturer are sued and multiple service of processes are required. This shall be used for the service of process, runner and filing fees in the case of a Lemon Auto Lawsuit if paid. If the case involves a lemon auto from outside KY then no filing fee is required and the case will be directly sent to the manufacturer for a negotiations and settlement.

**1. Normally in a lemon auto lawsuit the recovery will be one of three possible alternatives:**

- a. **an exchange for a another new car if the car has recently been purchased and a similar vehicle or similarly priced vehicle can be substituted** in such cases normally the attorney will be paid about 1500-2000 in attorney fees from the manufacturer and some small amount of about 300-500 may be due from the client because the manufacturer will not normally pay the attorney fees in full.
- b. **a lump sum amount** in such a case the attorney fee will normally be 1/3<sup>rd</sup> of the recovery. A lump sum amount is normally offered **for your inconvenience** and suffering with that car up to that date. **This normally does not prevent you from bring a claim for warranty work later or later repairs.**
- c. **a refund minus an allowance for mileage** in such cases normally the attorney will be paid about 1500-2000 in attorney fees from the manufacturer and some small amount of about 300-500 may be due from the client because the manufacturer will not normally pay the attorney fees in full.

The undersigned CLIENT agrees to pay, in addition to attorney fees as set out herein, all court costs and expenses incidental to the representation and service provided such as expert witness and deposition fees as required. If the client withdraws his or her complaint and decides not to sue or proceed then the client hereby grants the authority and a power of attorney to the attorney to accept any lum sum settlement existing at the time of withdrawl and to deduct his attorney fees or the client shall pay the attorney fees worked at his hourly rate within 30 days. If the client

dismisses the attorney an attorney lien shall exist for the amount of time worked and the amount due for attorney fees and costs are owed by the client together with any and all fees including court costs and attorney fees. If the matter proceeds to trial the attorney will bill and recover from the manufacturer at his hourly rate of 150 per hour for in office work and 200 per hour for court appearances. Dismissal of the case or failure to appear and or prosecute the case by the CLIENT will make the CLIENT liable for these fees. Court costs and collection fees including reasonable attorney fees for collections will be assessed if the client should default in payment and a lawsuit to enforce payment of fees is filed.

The ATTORNEY agrees to provide CLIENT, from time to time, a statement identifying fees earned and balances due for services if any are due from the client, and CLIENT agrees to make prompt payment in the month of received statements. Any balance of fees remaining unpaid after thirty (30) days shall earn interest at the rate of 1-1/2 percent per month until fully paid.

It is agreed that Nick C. Thompson may decline to provide representation upon completion of investigation of CLIENT'S legal status, cleint's failure to co-operate or upon any event that jeopardizes the attorney-client relationship as created by these offered services.

\_\_\_\_\_  
**CLIENT'S SIGNATURE                      DATE**

\_\_\_\_\_  
**NICK THOMPSON                      DATE**  
**Attorney at Law**

\_\_\_\_\_  
**CLIENT'S SIGNATURE                      DATE**

***SPECIFIC POWER OF ATTORNEY***

I, \_\_\_\_\_, residing at \_\_\_\_\_, hereby appoint Nick C. Thompson as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

My Agent shall have full power to negotiate a settlement and the authority to act on my behalf to sign settlement documents and cash a settlement check to me. He shall have the power to sign my name as my attorney in fact and to deposit and to distribute these funds and to forward to me my share of any funds. This power and authority shall authorize my Agent to manage, conduct and exercise including all rights and powers that I may have or acquire in the future

REGARDING DEPOSITING NEGOTIATING CLOSING THE SETTLEMENT AGREEMENT AND SIGNING IT FOR ME AND DISBURSEMENT OF MY SETTLEMENT CHECK FROM THE MANUFACTURER arising in the interest if my lawsuit or claims against the manufacturer.

My Agent's powers shall include, and are limited to:

1. Executing any legal documents as they relate to settlement of my claim with my car manufacturer including signing any releases or agreements.
2. depositing my check and signing it for me
3. closing the case if a case is filed in court.

This Specific Power of Attorney in two pages in its entirety, it shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This Specific Power of Attorney shall be durable and shall continue being effective even after I lack any mental competence or physical competence.

Witness my hand this \_\_\_\_day of \_\_\_\_\_, 20\_\_ .

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STATE OF KENTUCKY )

)SS

COUNTY OF JEFFERSON )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by

\_\_\_\_\_.

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NOTARY PUBLIC KENTUCKY AT LARGE

My commission expires:

Prepared by:

Nick C. Thompson  
800 Stone Creek Parkway Suite 6  
Louisville, Kentucky 40223  
(502) 429-0057