

ATTORNEY-CLIENT AGREEMENT

In consideration of legal services to be rendered by Ken Swindle (ATTORNEY) for any claim that DUICE Estevan (CLIENT) may have for damages sustained by Client on or about the 29th day of NOVEMBER, 2012, the undersigned employs Ken Swindle to commence and prosecute such claims. The terms and conditions of representation are as follows:

1. Client understands that Client could retain the attorney to represent Client in this action and compensate Attorney on an hourly basis, but Client expressly declines to do so. If no recovery is obtained, no attorney fee will be owed. A copy of this document served upon the defendant or any insurance company of the defendant shall serve as Notice of Attorney's Lien of Attorney's fees and costs pursuant to Arkansas Law.
2. The attorney fee for any amount recovered will be as follows: A. Thirty-three and one-third percent (33 1/3%) of all amounts recovered if the case is settled before a lawsuit is filed. B. Forty percent (40%) of all amounts recovered in the event a lawsuit is filed. Client is responsible, in addition to attorney fees, for the costs incurred on Client's case. Said costs shall include, but are not limited to: (1) copies; (2) postage; (3) records; (4) travel expenses; (5) telephone services; and (6) litigation expenses. Attorney may, but is not obligated to, advance these and other costs he believes are reasonable and necessary for preparing and presenting any claim. Any costs advanced by the attorney for which he is not reimbursed shall be paid to the attorney within 30 days of receiving a written statement thereof. If Client instructs Attorney to discontinue the case against the advice of the Attorney, or fails to cooperate with Attorney, Client agrees to pay a reasonable hourly fee to the attorney for his time Attorney has expended on the case to that point.
3. No settlement will be binding without the Client's consent. All settlement offers will be promptly conveyed to the Client. If an offer of settlement is made which, in the opinion of the attorney, should be accepted, the Client will have the right to insist that the matter proceed to trial, but in that event, the client may be required to deposit all costs for litigation in advance.
4. Client grants the power to evaluate and settle Client's case to Attorney in Client's absence. Specifically, if Attorney is unable maintain contact with the Client by telephone (either because the client does not answer his or her telephone, does not return telephone messages left from the Attorney, or the telephone of the Client is disconnected), the Attorney will send a letter certified mail, restricted delivery, to the last known address of the Client provided by the Client. If the Client does not respond to the Attorney within 10 days of receipt of said letter, or if the Client does not sign for said letter, the Client, pursuant to this Contract, is deemed absent.
5. Client grants the power of attorney to Ken Swindle to sign Client's name on any

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settlement draft and release from the insurance company in Client's case. In the event that Attorney becomes incapacitated or dies, Client agrees to allow Attorney to associate with Bill Horton, an attorney practicing in Rogers, Arkansas, and to allow Bill Horton to represent Client to the conclusion of Client's case. Client understands that any attorney fee earned will be divided between the Estate of the Attorney and Bill Horton pursuant terms already reached between Attorney and Bill Horton and that Client will incur no additional costs or attorney fees pursuant to Mr. Horton's representation of Client.

Tenga en cuenta que este es un contrato legalmente vinculante, que le otorga derechos e impone deberes a usted. Como hablante de español, además de la traducción proporcionada por esta oficina, usted tiene el derecho de tener un amigo bilingüe para traducirle el contrato para que usted esté seguro de entenderlo por completo. Esto significa que usted puede traer a un amigo a esta oficina para revisar el contrato con usted. Usted no podrá llevarse el contrato sin firmarlo aun. Si tiene alguna pregunta acerca de este proceso para ayudar a entender mejor su contrato, o cualquier pregunta sobre el contrato mismo, no dude en dejarnos saber.

Dated this 30th Day of November, 2012

[Signature]
Client

[Signature]
Ken Swindle

STATE OF ARKANSAS)
)ss.
COUNTY OF Benton)

Subscribed and sworn to before me on 30th day of November, 2012.

[Signature]

My commission expires: June 11th, 2012

