

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 11/10/11

SUBJECT: LAW - INJURIES  
JUST - ICE

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: PAUL, ADOLPH, PHILLIPS

ADDRESS: 1212 SW CLAY apt #217

CITY/STATE/ZIP: PORTLAND, OREGON 97201

PHONE: DAYS: 503-224-9954 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

WRITTEN TESTIMONY: YES/TWO COPY of

#1 CONTINGENT FEE AGREEMENT

#2 EXPLANATION OF CONTINGENT FEE AGREEMENT

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

SUBJECT  
LAW - INJURIES +  
JUST - FEE

## Explanation of Contingent Fee Agreement

This is an explanation of your Contingent Fee Agreement with us. Please read it and sign it before you sign the Agreement.

The Contingent Fee Agreement says:

1. We agree to handle your case.
2. If we handle your case to completion and do not recover any money for you, you do not have to pay us for our services.
3. If we handle your case to completion and recover some money for you, you must pay us for our services. Our fee will be a percentage of what we recover for you. The percentage is set forth in the Contingent Fee Agreement.
4. If we advance money for filing fees, witness fees, doctors' reports, court reporters' services or other expenses on your behalf, you must repay us whether the case is won or lost.
5. You may cancel the Contingent Fee Agreement by notifying us in writing within 24 hours after you sign it.
6. If you cancel the agreement within the 24-hour period, you will have no obligation to us.

I have read the foregoing explanation before I signed a Contingent Fee Agreement with **my attorneys**.

6/15/11  
Date

[Handwritten Signature]  
Client's Signature

FRAUD UPON THE COURT

**CONTINGENT FEE AGREEMENT**

THIS AGREEMENT MADE THE 8<sup>TH</sup> day of June, 2011,  
between PAUL Phillips, hereinafter called  
Client, and KAFOURY & McDOUGAL, hereinafter called Attorney:

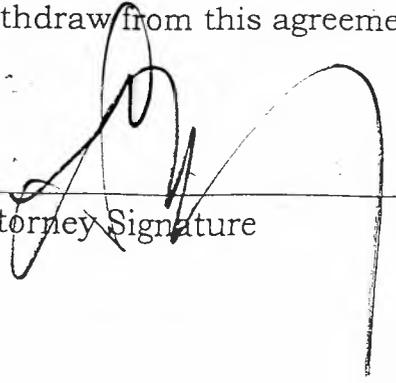
THAT, WHEREAS Client may have some cause for action against  
fall on  
\_\_\_\_\_ for an incident which occurred on 11-15-10 (DOI) and has agreed to  
employ Attorney to evaluate such matter and, if indicated, pursue it to a  
conclusion by negotiation and/or by bringing an action, suit or other legal  
proceeding, and prosecuting the same to final judgment and collection,  
compromise or other settlement satisfactory to Client.

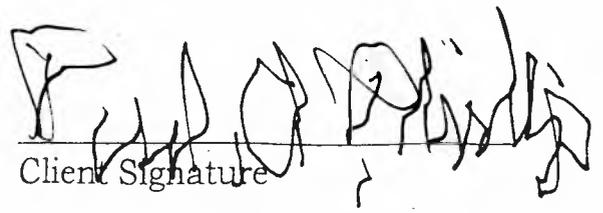
IT IS AGREED between Client and Attorney as follows:

As compensation for the services of Attorney, the Client will pay the sum  
equal to 33 1/3% of any amount collected without filing a suit or action; in the  
event it becomes necessary to file suit or action or request arbitration Client  
will pay the sum equal to 38% of any amount collected; in the event suit or  
action or request for arbitration is filed and the cause is tried or heard at  
arbitration or trial, Client will pay the sum equal to 40% of any amount  
collected, and, if the cause is appealed, the Client will pay the sum equal to  
50% of any amount collected.

All necessary costs and expenses incurred in said cause shall be borne  
and paid by Client regardless of the outcome of Client's case. Should firm  
advance reasonable and necessary costs related to the lawsuit, any interest  
charged on costs advanced shall be part of client's costs. Costs include  
Attorney's staff time and in-house equipment expenses for videotaping  
depositions.

IT IS FURTHER AGREED that Attorney may withdraw from this  
employment on ten (10) days written notice to Client. In consideration of this  
provision, Attorney agrees to turn over to Client any and all papers relating to  
the claim upon payment of any costs advanced on behalf of Client. Client may  
withdraw from this agreement within twenty-four hours of its execution.

  
\_\_\_\_\_  
Attorney Signature

  
\_\_\_\_\_  
Client Signature