

**Legal Services Contract** 

# The Heirs of Curley Burnett Estate | Contingency Fee Agreement

Prepared for: The Heirs of Curley Burnett Estate

Prepared by: K'in Way Xi

September 17, 2023

#### **EXECUTIVE SUMMARY**

**1. The Client.** In consideration of acceptance by the Tribal Lawyer K'in Way Xi of NU WAYS LLC, this contingency Fee Agreement ("Agreement") signed by the Client, Keishia Burnett

("Client"), on the date hereof has agreed that this Agreement shall entitle this Tribal Lawyer/Jurist to be paid fees based on the contingency fee arrangement mentioned in Section 4.

### 2. <u>Legal Matter.</u>

- a) The undersigned Client hereby retains the Tribal Lawyer in regard to the following: <u>Assistance with Court Case(s)</u> ("Legal Matters").
- b) Those that agree to these terms also agrees to a monthly payment of \$30 per month to assist with legal fees, legal processes, investigations and more for legal remedy for the family.

#### 3. Communication Terms.

a) Through each step of the process NU WAYS LLC will notify you through one of many methods: email, phone, text. To keep you in touch with what is going on in various processes. Please provide all documentation that is required for NU WAYS LLC in order to prevent delays with case.

Also when documents need to be notarized please be sure to do that in a timely manner to prevent any delays.

Scan documents in a timely manner. Provide all communication that is being done with the courts so that we know exactly what the next steps need to be.

Please allow for 48-72 hours of review of documentation or evidence from the Tribal Entities.

In return you must inform NU WAYS LLC when mail or new information pertaining to the case is received. Be sure to scan it in using Adobe Scan or another scanning means and email to kin@nuwaysllc.com

b) <u>Rebuck Clause</u>- In the case that you decide to not follow legal counsel and listen to mediator, judge ect. or reach out to other parties involved in the case that can affect the outcomes of investigations and case like certain people/businesses involved etc. without legal counsel's consent.

We reserve the right to change the fees won or received by that individual to afterwards be paid to Legal Counsel being Nu Ways Legal instead in the range of **50% to 75%** with other penalties being optional to legal counsel.

The reason for this is to protect the Tribal Lawyers and entirety of family interests that are working on the case. As long as you follow the legal counsel and direction the Client should not have to worry about this clause being activated.

Out of the percentage collected from if **Rebuck Clause** is utilized; **35%** of collections will go to family, the other **65%** goes to K'in Way Xi and the Nu Ways LLC Firm.

- \*Also note you will be sent an invoice for not following specific instructions and executing protocols given in a timely manner that may jeopardize the case or cause extra workload on Jurists. So please be sure to follow guidance or get clarity.
- c) Family Non-Sue Pact- There is currently an agreement amongst the family to not sue one another over certain legal issues that may have occurred in the past.

Despite the family pact not to sue one another. Those that agree to terms to get legal remedy for the wrong doings that occurred to the family and family's land must assist in participating with getting all information they may have to help the family in this case.

Those that withhold information or give false or untrue information that hinder or damage the process in receiving remedy for the family regarding this case will be subject to the **Family Pact Not To Sue Family** being lifted and those members will be subject to possibly being sued by members of the family.

**4. Contingency Fee.** It is understood and agreed that the Client will pay to the Tribal Lawyer/Jurist K'in Way Xi the following fee for the Legal Matter to be rendered:

**30%** of any and all sums recovered by way of settlement prior to instituting a lawsuit; or

**30%** of any and all sums recovered either as a result of a trial or by way of settlement after a lawsuit has been filed: or

<u>30%</u> of any and all sums recovered if any judgment is appealed, either on behalf of the Client or by any adverse party, or if garnishment or any proceeding after judgment has to be brought to collect the judgment or any portion thereof; or

**30%** of any and all sums recovered if the matter is the subject of a retrial as ordered by a trial or appellate court.

It's agreed that if there are no legal sums gained for the family in court or outside of court, the family owes Tribal Lawyer/Law Firm of Nu Ways LLC no percentage if no remedy is gained.

## 5. Legal Counsel Removal.

- a) In the event that the Client at any point desires to change representation or otherwise requires the Tribal Lawyer/Jurist to withdraw from the case, the Tribal Lawyer/Jurist shall be entitled to fees from the Client on the percentage (30%) basis set forth in this Agreement based upon any settlement offered by the opposing party prior to the date of withdrawal. If no settlement offer has been made, the Jurist's hourly rate of \$200/Hour shall be paid. Flexible payment plans are available in that event.
- **b)** Per family request, in the event where a family member decides to go with different legal counsel separate from Nu Ways Legal an additional fee of \$1000.00 would be owed to the Curley Burnett Estate.

#### ACCEPTANCE

Your signature below indicates acceptance of this proposal and the terms and conditions herein.

The Heirs of Curley Burnett Estate, Clients

Print, Signature and Date:

Print Name:	– Docusigned by: Keishia Burnett <b>Keishia Burnett</b>	
Signature:	—51A373A585F243C	
Date: 10/2/202	3	

# Tribal Lawyer & Jurist

Nu Ways LLC

Print Name: K'in Way Xi

Signature:

Date: <u>9/20/2023</u>

Office Phone # 214-865-8890