

HEALY & STUDWELL LAW FIRM, P.C.

A PROFESSIONAL CORPORATION
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WILLIAM T. HEALY
JAMES R. STUDWELL
SEAN P. HEALY

STEVEN S. CULLEN
CERTIFIED LEGAL ASSISTANT

January 17, 2001

Marguerite McNeill
734 E. Roger Road #103
Tucson, AZ 85719

Re: McNeill v. Sulzer

Dear Ms. McNeill:

Enclosed please find two (2) Retainers regarding your claim against Sulzer, Inc. Please sign one Retainer and return it to our office in the enclosed envelope. The other Retainer is for your records.

Also enclosed are some Medical Authorizations. Please only sign these and return them to us, do not date them as we will date them when we request copies of your records.

If you have any questions, feel free to give us a call. Thank you.

Very Truly Yours,

HEALY & STUDWELL LAW FIRM, P.C.



(Ms) Velma Roseberry
Legal Assistant

VR:ms
Enclosures: As stated

CONTINGENT FEE AGREEMENT

In consideration of the legal services to be rendered by **HEALY & STUDWELL LAW FIRM, P.C.**, hereinafter called the Attorney, for any claims that **MAGUERITE McNEILL** hereinafter called the Client, may have against the parties responsible for injuries and/or damages sustained by the Client on or about **August 23, 2000** in the **County of Pima**, the Client does employ said Attorney to commence and prosecute such claims and does assign to Attorney a lien of Thirty-three and one-third (33 1/3%) percent of all amounts recovered by compromise or judgment.

All necessary costs and expenses incurred in said litigation shall be borne and paid by the Client. All medical expenses and charges of any nature made by doctors in conjunction with the above mentioned claim are not litigation costs and will be paid by Client. In the event of a recovery, Client agrees that Attorney may pay any of these unpaid bills from Client's share of the recovery. Should Client recover nothing, it is understood that Attorney is not bound to pay any of these medical bill amounts.

If no recovery is obtained, no fee shall be payable to the Attorney. The Attorney, in his absolute discretion, may withdraw at any time from the case if investigation discloses no insurance coverage of the Defendants' liability or that the facts do not warrant continuing the case. By agreeing to represent the client and investigate the case, the Attorney is not obligated to file sui Associate counsel may be employed at the discretion and expense of the Attorney.

If after investigation, the Firm determines that the Client's case is without merit, the Client acknowledges that the Firm retains the right to withdraw from representation of the Client.

The client further acknowledges that the institution of an investigation, claim or of a lawsuit on the Client's behalf is no an obligation of the Firm and there is absolutely no commitment that the Firm will take formal legal action. Rather, if the Firm finds the claim(s) to be meritorious and appropriate for litigation, the Firm reserves the right to file a lawsuit, on the Client's behalf in the Firm's total discretion and judgment, and with the Client's agreement.

Client agrees not to compromise the claim without the Attorney's consent and Attorney is not authorized to do so without Client's.

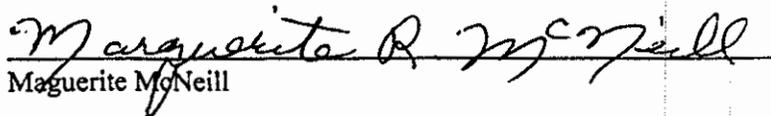
In case an appeal should need to be perfected in this case, the amount of the legal fees will then be subject to renegotiation.

Client agrees to keep the Attorney advised of his or her whereabouts at all times and to cooperate in the preparation and trial of the case, to appear on reasonable notice for depositions and Court appearances, and to comply with all reasonable requests made of him or her in connection with Court appearances, and to comply with all reasonable requests made of him or her in connection with the preparation and presentation of this case.

Client hereby authorizes the Attorney to turn over all information, including doctor's reports, hospital records, et cetera, and any and all pictures to the insurance company or the Defendants.

No representation has been made as the potential result or as to what amounts, if any, Client may be entitled to recover in this case.

Dated this 25 day of June, 2001.


Maguerite McNeill

Sean P. Healy, Attorney

NOTE: This is your contract. It protects you and your attorney and will prevent misunderstandings. If you do not understand it or if it does not contain all the agreements you discussed, please call it to our attention.

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