

ATTORNEY-CLIENT AGREEMENT

This attorney-client fee agreement (Contract) is entered into by and between Vincent F. Mazzei (Client) and Robert W. Legg, Esquire, (Attorney).

1. **CONDITIONS.** This Contract will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of the Contract to Attorney.
2. **SCOPE AND DUTIES.** Client hires Attorney to provide legal service in connection with a claim before the Department of Veterans Affairs (VA) and an appeal to the United States Court of Appeals for Veterans Claims (Court). This Contract does not cover or contemplate an appeal to the United States Court of Appeals for the Federal Circuit. As a result of a decision by the Court, Client's appeal may be remanded back to the Board of Veterans' Appeals. Attorney shall take reasonable steps to keep client informed of the case, including through telephone calls and through letters.

Client has an obligation to be truthful with Attorney, and to keep Attorney apprised of his contact address, telephone number, and whereabouts. Client will abide by this Contract. Attorney will provide Client with reasonable information to permit Client to make informed decisions regarding the appeal.

3. **REVOCATION OF PRIOR POWERS OF ATTORNEY.** Client intends that this Contract revoke all prior powers of attorney for representation that may have been filed with the Court.
4. **ACCESS TO RECORDS.** Client waives rights under the Privacy Act, 5 U.S.C. § 552a, 38 U.S.C. §§ 5701, 7332, and any other federal law or regulation which controls access to records and consents to release of any and all records requested by Attorney from any VA Regional Office or VA medical facility or other government office (including the Social Security Administration) or private facility. In the event information to be released include information regarding drug abuse, infection with human immunodeficiency virus, alcoholism or alcohol abuse, or sickle cell anemia, Client specifically consents to their disclosure as well.
5. **FILE RETENTION POLICY NOTICE.** During representation, Attorney will forward copies of relevant documents, to include correspondence with VA. These are for Client's file. At the conclusion of representation the file

will be closed. Within a reasonable time after the conclusion of the matter the file will be destroyed unless instructed in writing to return the file to Client.

6. **EQUAL ACCESS TO JUSTICE ACT (EAJA) FEES.** Client authorizes attorney to pursue an award under the EAJA. Client certifies that his or her net worth at the time of filing his or her appeal to the Court is less than TWO MILLION DOLLARS (\$2,000,000). Attorney agrees that he may discuss the filing of an EAJA petition with the Client. If, in the opinion of the Attorney, an EAJA petition will not be successful, Attorney will advise the Client.
7. **CONTINGENCY FEE.** Client agrees to pay a fee equal to twenty percent (20%) of the total amount of past-due benefits awarded to Client, to include veteran, dependent's or survivor's benefits. It is understood that this Contingency Fee is to be withheld by VA and paid directly to Attorney. This fee is subject to 38 U.S.C. § 5904 and VA's implementing regulations.
8. **EXPENSES.** Attorney expects that there will be expenses in this case. He foresees expenses involved in obtaining a medical opinion to support the claim. There may be other expenses as well. Attorney will pay for these expenses initially, and if the claim is granted, then Attorney will seek reimbursement from Client.
9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes, but is not limited to, Client's breach of this Contract, refusal to cooperate with Attorney, or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful, unethical or unreasonably burdensome. Any withdraw or discharge shall not affect Attorney's entitlement to the contingency fee contained under paragraph six (6) for the services rendered prior thereto.
10. **DISCLAIMER OF GUARANTEE.** Nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees.
11. **SEVERABILITY CLAUSE.** In any part of this Attorney-Client Fee Contract is held to be unenforceable, contrary to law, or against public

policy by a court of competent jurisdiction or any government agency, all remaining portions of the Contract will be deemed valid and enforceable and only that portion of the Contract which is invalidated by such court or governmental agency shall not be enforced.

VA Claim Number: CSS 057 46 8196

I certify that I have read and understand the terms of this Contract. I agree to abide by the terms of this Contract. I also certify that I have received a copy of this Contract at the time my signature appears below. I understand that a copy of this Contract will be filed with the VA and that I may contest it before the United States Court of Appeals for Veterans Claims and the VA.

Vincent F. Mazzei
PO Box 325
Whitesboro, NY 13492
(315) 272-7118

Date

The above employment is hereby accepted on the terms as stated, subject to return of a signed copy of this Contract.

Robert W. Legg, Esq.
P.O. Box 5139
Arlington, Virginia 22205
(703) 531-0000
1 (877) 531-7400
Fax (703) 531-1401
robertlegg@verizon.net

SPECIAL POWER OF ATTORNEY TO ENDORSE UNITED STATES
TREASURY CHECK FOR PAYMENT OF ANY EAJA AWARD.

In the event that the Court orders an award of reasonable attorneys fees and expenses pursuant to EAJA, by the signature herein and below, Client specifically authorizes and appoints Attorney to receive and endorse Client's name, and collect payment on any check drawn on the United States Treasury by the Department of Veterans Affairs in payment of such an EAJA award.

Vincent F. Mazzei
PO Box 325
Whitesboro, NY 13492
(315) 272-7118

Date