

**UC SAN DIEGO HEALTH**  
**CONFIDENTIAL CLIENT QUESTIONNAIRE**

1. Full Name: \_\_\_\_\_
2. Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Telephone or Cell Nos.: \_\_\_\_\_
4. Email Address: \_\_\_\_\_
5. Are you over the age of 18? Yes  No
6. Are you willing to be a plaintiff if a lawsuit is filed? Yes  No
7. Are you a current or former patient of UCSD Health? Yes  No
8. Are you a current or former employee of UCSD Health? Yes  No
9. Are you a current or former student of UCSD Health? Yes  No
10. Please provide your dates that you were a patient, employee, and/or student of UCSD Health.  
\_\_\_\_\_  
\_\_\_\_\_
11. Have you experienced any type of fraud or suspicious activity that may be related to the data breach on UCSD Health? If so, please explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. How did you learn your personal information had been breached?  
\_\_\_\_\_
13. What date did you realize your personal information had been compromised?  
\_\_\_\_\_
14. Were you/have you been notified by UCSD Health or any of its affiliates of the data breach? Yes  No

If you answered "yes," how were you notified:

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15. Has UCSD Health offered you free identity theft and/or credit monitoring services? If so, please explain what services were offered.

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16. What out of pocket costs, if any, have you incurred as a result of the UCSD Health data breach?

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**NO ATTORNEY-CLIENT RELATIONSHIP WILL EXIST UNTIL YOU AND THE FIRM MAKE A MUTUAL DECISION TO WORK TOGETHER AND MAKE A WRITTEN AGREEMENT STATING THE SPECIFIC TERMS OF THAT ATTORNEY-CLIENT RELATIONSHIP.**

**PRODUCTION OF DOCUMENTS**

Please provide copies with this Questionnaire of any documents relating to the cybersecurity attack on UCSD Health or copies of evidence of any fraud.

Please note that you must preserve and retain all paper files and electronically stored information ("ESI") related to this case. Failure to preserve information (whether paper or electronic) could result in sanctions being imposed by the court for spoliation of evidence.

Once completed, please return to:  
FEDERMAN & SHERWOOD  
10205 North Pennsylvania Avenue  
Oklahoma City, OK 73120  
Fax: (405) 239-2112  
Email: PMS@federmanlaw.com

## **Contingent Fee Agreement and Rule 1.5.1 Fee-Sharing Agreement**

The undersigned client (“Client”) engages Federman & Sherwood and Fell Law, PC (“Attorneys”) to seek damages from UC San Diego Health (“Defendant”) and to institute litigation against Defendant and anyone else believed by the Attorneys to be liable. Attorneys will be dividing the work necessary to represent you. Fell Law, PC will be providing representation in the capacity as local counsel and will not be sharing in litigation costs.

For their services, Attorneys agree to accept the engagement on a contingency basis. Attorneys will be responsible for all expenses, which may include, but are not limited to, filing fees, costs of travel, lodging, copying, telephone calls, postage, depositions and expert witness fees. Reimbursement of all expenses advanced by Attorneys, or payment of expenses made on Attorneys’ behalf, will be made before distribution of the net proceeds of any recovery. If a class is certified, Attorneys will receive fees as approved and ordered by the Court. If a class is not certified and Client’s action is settled, Attorneys will receive fees as agreed between the parties, or 35% of all value received, or as ordered by the Court. If no recovery is made, Client will not be responsible for attorneys’ fees, or any expenses paid by Attorneys. Attorneys are not required to pursue any appeals.

California Rule of Professional Conduct, Rule 1.5.1 requires that any fee sharing agreement between attorneys be placed in writing and disclosed to the client. The purpose of this document, in addition to setting forth the terms of Attorneys’ representation of Client, is to disclose and obtain authorization regarding the fee sharing agreement reached between Federman & Sherwood and Fell Law, PC.

Client understands that this agreement will not increase the total amount of attorneys’ fees owed to Attorneys by Client. Pursuant to California *Rule of Professional Conduct*, Rule 1.5.1, Client agrees that the attorneys’ fees in this case will be shared only as approved by the Court presiding over this matter pursuant to application of the attorneys.

In providing this consent, Client has been fully informed of *California Rule of Professional Conduct*, Rule 1.5.1, which provides as follows:

- (A) Lawyers who are not in the same law firm shall not divide a fee for legal services unless:
  - (1) the lawyers enter into a written agreement to divide the fee;
  - (2) the client has consented in writing, either at the time the lawyers enter into the agreement to divide the fee or as soon thereafter as reasonably practicable, after a full written disclosure to the client of: (i) the fact that a division of fees will be made; (ii) the identity of the lawyers or law firms that are parties to the division; and (iii) the terms of the division; and
  - (3) the total fee charged by all lawyers is not increased solely by reason of the agreement to divide fees.
- (B) This rule does not apply to a division of fees pursuant to court order.

Client grants Attorneys an Attorney's Lien on any recovery in this matter. Any disputes under this agreement shall be resolved by binding arbitration in Oklahoma City, pursuant to the rules of the American Arbitration Association for commercial arbitration.

By signing below, Client consents to this contingent fee agreement and Rule 1.5.1 fee-sharing agreement as set forth above.

\_\_\_\_\_  
Client

DATED: \_\_\_\_\_

\_\_\_\_\_  
Federman & Sherwood

DATED: \_\_\_\_\_

\_\_\_\_\_  
Fell Law, PC

DATED: \_\_\_\_\_