

EXHIBIT 1

BREWER & PRITCHARD, P.C.
CONTINGENT FEE REPRESENTATION AGREEMENT
WITH MANDATORY ARBITRATION PROVISION

aka Rohi S.R.

1. **Scope.** Saeed Rohifard ("client") hereby employs J. Mark Brewer of Brewer & Pritchard, P.C. ("Counsel") to prosecute his qui tam claims against ABC Dental, Dr. Iraj Jabbar, Dr. Kauser Bari, and possibly others who are culpable or responsible parties, for Medicaid fraud and various wrongs of commission and omission against or involving Client. These claims include breach of contract; false claims act (qui tam) violations; the filing false and/or fraudulent Medicaid reimbursement requests, and possibly other related matters.


2. **Contingent fee; Percentages.** Counsel shall be paid a fee which will be contingent on the recovery of money or property against ABC Dental, Dr. Iraj Jabbar, Dr. Kauser Bari, and other culpable parties. If Counsel is not successful in obtaining a recovery, Client will owe no attorney fees except as provided for under paragraph 9 of this agreement. If Counsel is successful, he will receive as his fee, a percentage of the Gross Recovery (as that term is defined below), according to the following schedule:
 - (a) 40% of all sums collected from and after 30 days before the first trial setting of Client's claims.
 - (b) 45% of all sums collected from and after the case is called to trial.

3. **Gross Recovery** is defined as the sum of any and all sums of money, notes or other property, real or personal, tangible or intangible, of any kind or nature, received from any party, and the forgiveness, reduction or elimination in whole or in part of any debt of any kind or nature which is owed or allegedly owed by Client.

4. **Cost** includes the following:
 - (a) all reasonable sums expended by Client's attorney(s) in the prosecution of the claims, including, but not limited to, those items of expenses described in this agreement;
 - (b) all costs and expenses of prosecuting the claims, including court, arbitration and/or mediator fees, expenses for court reporters and transcripts, subpoenas, certified copies, photocopies, research (including online legal research such as Westlaw®), expert witnesses, consultants, investigators, accountants, or any other person or entity which counsel, in his sole discretion, shall deem necessary for the prosecution of Client's claims, travel expenses, long-distance telephone and/or telecopier, postage, deliveries, and any other out-of-pocket expenses apart from the contingent fee for professional representation set forth above.

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5. **Unpaid costs.** Any costs which have not been billed, paid, or for which there are insufficient funds on deposit with us may be deducted from any recovery in addition to the legal fees provided for herein. Any such costs shall be paid out of Client's share of the Gross Recovery, in addition to and not as part of Counsels' fees. Client hereby indemnifies Counsel for all expenses incurred by Counsel under this agreement or in connection with preparing, developing and prosecuting Client's claims. Client remains responsible for payment of all costs, but only to the extent that a Gross Recovery is received, and agrees that Counsel may deduct for such costs as billed from Gross Recovery.
6. **This agreement is subject to binding arbitration.** If any dispute should arise between us or under this agreement, all claims, disputes, controversies, differences or other matters in question arising out of our relationship to each other (including, but not limited to compensation for services rendered by Counsel) shall be resolved by binding arbitration in Houston, Harris County, Texas, in accordance with the rules for expedited, documents only proceedings of the American Arbitration Association (the "Rules"). This agreement to arbitrate shall be specifically enforceable only in the District Court of Harris County, Texas.
7. **Assignment.** Client hereby grants to J. Mark Brewer an express interest in and to all Client's claims arising out of the above-referenced claims and any recovery received thereon, such interest being equal to the contingent fee percentage then applicable under this agreement; and Client does hereby authorize counsel to receive the proceeds of any settlement or payment of any judgment, to retain that portion of the recovery which represents fees, to deduct from such proceeds any costs and expenses advanced on Client's behalf which remain unpaid, and to disburse the balance of the proceeds to Client. It is understood and agreed that the conveyance of such interest is a present assignment of an interest in the claim and shall in no way be construed as a security interest or lien; *provided however*, that Client acknowledges the Counsel has, or may acquire, an attorney's lien with respect to the representation created by this agreement.
8. **Public filing authorized.** Client hereby authorizes and consents to the public filing of this document as necessary to protect or perfect Counsel's lien and assignment. Client specifically authorizes, consents and covenants not to convey, sell, encumber or alienate any real or personal property which is the subject of Client's claims, unless Client has first obtained Counsel's written consent thereto, *in advance*, and further, unless Client and Counsel have entered into a subsequent, *written* agreement, signed by them both, with respect to the payment of any fees owing to Counsel as a result of this representation.
9. **Fee if engagement is incomplete.** Client acknowledges that, in the event some or all of this agreement is declared invalid or void or in the event of breach by Client, *whether or not Client's claims have been fully or finally prosecuted*, Counsel shall be entitled to select an alternate fee, at Counsel's sole option, on either an hourly rate basis (on Counsel's then prevailing hourly rates) for the work performed by Counsel, a reasonable fee basis, or on a *quantum meruit* basis, for the work performed by Counsel.



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- 10. **Limited representation.** By this agreement, Counsel is not agreeing to any representation of Client in any other matters not related to the subject matter of the referenced claim.
- 11. **Other lawyers.** Client hereby consents to and authorizes Counsel to employ or associate other lawyers or law firms, as Counsel deems appropriate, or make a referral of this engagement to another lawyer or lawyers, in connection with the representation of Client.
- 12. **Other clients.** Client consents to Counsel representing other persons or entities in claims against the culpable parties.
- 13. **Withdrawal.** Counsel reserves the right to withdraw from employment in this matter at any time and for any or no reason, with no less than thirty (30) days notice in writing and provided that the withdrawal can be effected without prejudice to Client. In the event of withdrawal, no further fee shall be due the undersigned counsel, but all out-of-pocket expenses incurred in Client's behalf and approved as set forth in this agreement shall be paid in accordance with this agreement.
- 14. Client has been informed about how to make attorney complaints to the State Bar and the information contained at <http://www.texasbar.com>.

CLIENT

S. Ruki

DATE SIGNED BY CLIENT: 5-21-14

COUNSEL:

BY: JM Brewer

DATE SIGNED BY COUNSEL: 5/21/14