

## ATTORNEY FEE CONTRACT

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

### I. Identification of Client:

- A. The name(s) of the persons to be designated in this agreement as “Client” are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client desires to be contacted at the address indicated at the bottom of this contract.

- B. Any limitations on the contact to the client as far as time or place will be as designated by the client at the end of this Agreement.
- C. In the event Attorney is unable to contact Client, Attorney may contact those persons indicated at the end of this Agreement.

### II. Identification of Attorneys:

Client understands that the following attorneys (“Attorney”) may be working on this case.

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Attorney may be contacted at the addresses and phone numbers indicated at the end of this contract. Client is authorized to contact Attorney either by telephone, by mail, or by electronic mail at the following electronic mail address:\_\_\_\_\_.

Client may also contact Attorney through the Attorney’s legal support staff, primarily the following person(s):

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The office hours of Attorney for purposes of normal contact are normal business hours days per week, typical State of Federal holidays excluded.

### III. Client Matter and Subject of Representation:

- A. New Matter - Client retains attorney to represent Client in any and all claims, defenses to which the Client may be entitled in connection with the following:

\_\_\_\_\_

- B. Referred Matter - Client acknowledges that Attorney is handling this matter as a

result of a referral from the \_\_\_\_\_, attorney, and the fee arrangements shall remain the same as the Client's contract with said attorney dated \_\_\_\_\_.

IV. Additional Legal Matters:

Incident to the pursuit of the above referenced claim outlined in paragraph 3A above, Client acknowledges that Attorney may have to pursue the following additional matters, including:

- A. A probate matter to establish the right of client to proceed on behalf of a decedent or other party;
- B. The following additional ancillary matter: \_\_\_\_\_  
\_\_\_\_\_

As to any of the additional matters discussed above, Client and Attorney agree as follows as to Attorney's responsibility:

- A. Attorney's fee will be subsumed within the overall fee subject to reimbursement for costs as outlined hereinafter; **OR**
- B. The following additional attorney shall handle ancillary matters as follows:  
\_\_\_\_\_

V. Fee Basis:

- A. Matters referred to Attorney - Parties acknowledge that the above referenced matter is subject to the original contract between Client and *[referring attorney's name]* and the fee as stated therein shall be the same fee to be charged by Attorney to Client, to wit: \_\_\_\_\_
- B. New matter fee:  
  
\_\_\_\_\_ Client hereby agrees to compensate Attorney by paying \_\_\_\_\_  
% of all amounts recovered on behalf of Client: OR  
\_\_\_\_\_ Hourly fees at the rate of \$\_\_\_\_\_ per hour, which may be  
reviewed and adjusted every 12 months.
- C. Attorneys will charge lesser rates for work performed by Legal Assistants and/or Law Clerks at the rate of \$\_\_\_\_\_ per hour.
- D. Client understands that in the event of appeal, the percentage shall increase to

\_\_\_\_\_ % on all amounts recovered. The parties agree that an appeal is defined as damages received either by collection or settlement after a docketing statement has been filed in the appropriate court of appeals following the entry of a Final Judgement in the underlying case.

#### **VI. Calculation of Attorney's Fees:**

The amount of Attorney's fees under this contract shall be calculated based upon the gross amount recovered. Any expenses paid on behalf of the Client will be deducted from the Client's percentage/share of the gross recovery. Any fee owing to the referring/participating attorney shall come from Attorney's share of fees authorized by this contract, unless Client has specifically retained other counsel on a different fee basis.

#### **VII. Expenses:**

- A. Client agrees to reimburse Attorney for any and all out of pocket expenses incurred by attorney in connection with the prosecution and settlement of claims, including but not limited to, court costs, filing fees, deposition fee, transcript fees, reproduction fees, expert witness fees, travel expenses, investigative expenses, long distance telephone expenses, and other expenses which Attorney determines to be necessary in the pursuit of Client's claims.
- B. Deduction of Expenses: All such expenses will be deducted from the gross recovery after the calculation of Attorney's fees.
- C. Disclaimer of Non-litigation Expenses: The Attorney's responsibility to prepay any and all expenses associated with the legal matter do not include any of the following:
  - i. Normal day-to-day living expenses of the Client and/or Client's family;
  - ii. Payment of medical bills for services provided, except upon the financial distribution of settlement proceeds, or other damages recovered in resolution of the Client's claims; and
  - iii. The Client's legal fees incurred for matters not associated with the matters for which Attorney has been retained, or for any other expense incurred by the Client including tuition, fines or other expenses not directly incurred in the pursuit of Client's claims or as directed by the Attorney.
- D. Expenses Absorbed by Client: In the event there is no recovery made on behalf of Client, or insufficient recovery to result in a net payment to client if Attorneys fees are paid first, Attorney agrees to change the calculation of attorney fees so that such proceeds will be applied as follows:
  - i. First to the payment of all outstanding costs; then

- ii. any balance to the payment of Attorney's fees as agreed above; then
- iii. any remainder to the client.
- iii. In no event will Client be liable for costs incurred which are not covered by the damages recovered. Such excess costs will be borne directly by Attorney.

#### **VIII. Medical Subrogation and Use of Attorney Trust Account:**

With regard to the payment of medical bills from the settlement or recovery, Client understands that such funds are drawn from the Client's portion of the recovery always after the calculation of attorney's fees. Client further understands that any of Client's funds that may come into Attorney's possession must be deposited or held in a "IOLTA" account, as designated by the State Bar of Texas. No funds placed in the Attorney's "IOLTA" trust account, maintained pursuant to State Bar Rules, will earn interest recoverable by the client.

#### **IX. Attorney's Representations and Warranties:**

Client understands Attorney(s) have made no representations, promises or warranties concerning the likelihood of a favorable outcome on any action filed or to be filed. Any statements by Attorneys in this regard are statements of opinion only.

#### **X. Attorney Duties:**

Attorney agrees to represent Client at all hearings, trials, mediations, or settlement conferences in the above referenced matter and any related matter necessary to the resolution to the pending controversy. Attorney will communicate all settlement offers with Client and will not settle or compromise any of Client's claims without Client's authorization.

#### **XI. Client's Rights:**

- A. You have the right to be kept informed on the progress of this case;
- B. You have the right to expect our office to collaborate with you to seek a resolution of your legal matter with dignity and integrity;
- C. You have a right to an accounting of all funds or property coming into our possession and a complete explanation of attorney's fees;
- D. You have the right to expect the respect and courtesy of our staff.

#### **XII. Client Responsibilities:**

Attorney and Client agree that the Client will have the following duties in pursuit of a resolution of Client's claims:

- A. To cooperate fully with reasonable requests of Attorneys in furtherance of their claims and causes of action;
- B. Appearing at court hearings, trials, depositions, mediations and attorney/client conferences. In this regard, Attorneys agree to attempt to schedule any of the above events at times convenient to Client whenever possible. Client acknowledges, however, it may not be possible to schedule trial dates or other events on dates that are convenient to Client's schedule.
- C. Not communicating with any opposing parties except as authorized by Attorney. Client agrees not to contact an opposing party or that party's attorney, agents, employees or insurers without the knowledge, permission and supervision of Attorney.

**XII. Termination by Client:**

- A. Termination by Client: You will have the right to terminate this firm "for cause" in the event the attorneys insist on pursuing a course of conduct which is unethical or contrary to law.
- B. IF YOU DESIRE TO DISMISS ATTORNEY AND RETAIN OTHER COUNSEL AFTER THE SIGNING OF THIS CONTRACT FOR REASONS OTHER THAN "FOR CAUSE," IT IS UNDERSTOOD THAT THE TERMS OF THIS CONTRACT PERTAINING TO THE ATTORNEY'S FEES PERCENTAGE SHALL REMAIN IN FULL FORCE AND EFFECT AND THE UNDERSIGNED ATTORNEYS RETAIN A LIEN ON ALL PROCEEDS TO THE FULL EXTENT OF THIS AGREEMENT.

**XIII. Termination/Withdrawal by Attorney:**

Attorney may withdraw from Client's representation if the Client insists on pursuing a course of conduct in which, in the Attorney's opinion, is illegal or unethical; or if client insists on pursuing a course of conduct which is contrary to the attorney's advice even if not illegal; or Client disregards the obligation to pay attorney's fees and expenses when due and payable under this contract.

**XIV. Employment of Other Counsel:**

In the event of termination or withdrawal from employment, Attorney will take reasonable steps to avoid foreseeable prejudice to Client, including giving notice, allowing time for employment of other counsel, and returning to Client all papers and properties to which the Client is entitled.

If Client discharges Attorney, such notice shall be in writing.

In the event Client chooses another attorney without cause, a responsibility to honor the terms of this Agreement remain intact and Client hereby grants Attorney a lien on such recovery.

**XV. Venue:**

This Agreement shall be construed in accordance with the laws of the State of Texas and all obligations of the parties are performable and fees to be paid in \_\_\_\_\_ County, Texas.

**XVI. Merger Clause:**

All previous conversations concerning the basis of the fee are hereby merged into this document as the one representation of the agreements and duties of the parties concerning representation and fees. Any modification to the Agreement must likewise be in writing. Client specifically authorizes Attorney to collaborate with and share fees with the referring attorney,

\_\_\_\_\_.

**XVII. Rejection of Settlement Offers:**

Attorney agrees that no claim or portion of a claim will be compromised or settled without the express authorization of Client. If Attorney has formed a reasonable conclusion that a settlement offer is valid and reasonable under the facts then existing and Client rejects such offer, Attorney reserves the right to withdraw from representing Client under the following procedure:

- A. Notification of settlement offer and opinion letter - Attorney shall send an opinion letter describing:
  - i. The state of the facts;
  - ii. The amount of any offer or offers to settle the case then in existence and the time limitations by the offering party;
  - iii. The financial status of the parties and an estimated financial result under the existing offers; and
  - iv. Attorney's opinion concerning the reasonableness of the offer.
- B. Upon receipt of the letter, Client may obtain a second opinion from another attorney with a similar practice and experience authorizing that attorney to discuss this case with the undersigned counsel of record. The cost of any second opinion shall be borne by Client.
- C. Unless the second opinion materially differs from the opinion of the undersigned counsel, counsel may withdrawal under the withdrawal section of this contract if

the client fails and refuses to follow Attorney's advice concerning the existing settlement offers. If the second opinion materially differs, Attorney will have the option of continuing to represent Client unless the parties agree otherwise in writing.

#### **XVIII. Retention and Disposition of Client Files and Information**

At the conclusion of this matter, Client is advised that all matters in the Client's file shall be returned to Client upon request. Client is further advised to retain all confidential information or original documents from Attorney's file. Client otherwise authorizes Attorney to destroy in a secure manner the information contained in Attorney's file after four years from the date the legal services are completed.

#### **XIX. State Bar Rule Notice:**

Client further has been instructed by attorneys that the attorneys are bound by the Texas Rules of Disciplinary Procedure. Client may contact the State Bar of Texas at [www.texasbar.com](http://www.texasbar.com) or toll free at 1-800-932-1900 to obtain information on filing any grievance.

In witness hereof the parties have assigned their names as follows:

\_\_\_\_\_  
ATTORNEY NAME/ADDRESS

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT NAME/ADDRESS

\_\_\_\_\_  
Date

#### **COMMUNICATION INFORMATION**

Client hereby designates the following number or numbers for purposes of contact:

\_\_\_\_\_  
\_\_\_\_\_

Client hereby designates the following electronic mail address for contact:

\_\_\_\_\_

Client hereby designates the following alternate person for attorney to contact on behalf of Client [to include][not to include] confidential information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone