

Victoria G. Warner

ROWLETT FAMILY LAW
NURSE-ATTORNEY
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VICTORIA G. WARNER, ATTORNEY
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FEE CONTRACT & AGREEMENT

The undersigned, **John Doe**, hereinafter sometimes referred to as "Client" and the undersigned, Victoria G. Warner, sometimes hereinafter referred to as "Firm", hereby enter into the following Contract and Agreement regarding the Firm's representation of Client in a single family law related matter filed, or to be filed in a District or County Court in Texas.

Client understands the following conditions regarding employment of Firm in this case:

1. The date of actual employment of Firm is: _____, 2020 and the purpose of employment is representation for :DIVORCE, DALLAS COUNTY, through the first trial or final order. Any representation after the first trial, or final order, will be negotiated, with a new signed Fee Contract & Agreement, and a new retainer fee paid.
2. NO REPRESENTATIONS HAVE BEEN MADE BY FIRM AS TO THE ULTIMATE SUCCESS OF THE CASE OR FAVORABLE OUTCOME OF THE CLAIM OR CLAIMS WHICH MAY BE ADVANCED RELATING TO ANY LEGAL MATTER. The only material representations made by Firm to Client are that each firm member will exert her best professional efforts in her representations of Client. There have been no guarantees made by the Firm that there will be a recovery of fees, costs or expenses incurred by client in the prosecution or defense of claims in this cause of action;
3. CLIENT EXPRESSLY ACKNOWLEDGES THAT ALL STATEMENTS OF THE FIRM REGARDING THE SUCCESSFUL DETERMINATION OF ANY CLAIM OR THE DEFENSE OF ANY CLAIM IS AN OPINION ONLY AND NOT A REPRESENTATION WARRANTY OR GUARANTEE.
4. Client fully understands that in the event sums are recovered and actually received from the opposing party, they shall first be credited to unpaid fees, costs or expenses with any remaining fees paid to client;
5. Client fully understands that this instrument represents a contract for services rendered and to be rendered by Firm and that such services are conditioned upon the terms of this agreement, including but not limited to payment of attorney fees to Firm in accordance with the fee schedule and other fee terms as set forth herein; CLIENT THEREFORE AGREES THAT THE FIRM AND/OR THE ATTORNEY HANDLING THE CASE MAY WITHDRAW IN THE EVENT CLIENT IS UNABLE OR CHOOSES NOT TO PAY THE FEES REQUIRED BY THIS AGREEMENT.
6. Client fully understands that Firm accepts no responsibility or liability of any nature neither for the acts or failure to act of any prior counsel engaged by client nor for any matters related to this cause which precede the date of this Agreement, including the acts or decisions of client. Client fully understands that the client's rights, the rights

of children, and possible property division may be seriously prejudiced;

7. Client fully understands that there is a Trust Deposit of **\$3,500.00**, which is to be paid simultaneously with the execution of the contract. Any fees deposited in trust and not expended will be refunded to client at the close of the case, less all fees and expenses owing the Firm, client understands that the fees in this matter may well exceed **\$3,500.00**;

8. Client fully understands that as such time as the Trust Deposit referred to above has been expended, or it is foreseeable that the fee deposit will be depleted before the conclusion of the matter, client shall be required to make additional trust deposits in Firm's trust account or maintain a current balance with Firm at the attorney's discretion;

Client fully understands that the failure to make the additional fee deposits may be considered a breach of this Agreement where upon CLIENT AGREES THAT THE FIRM MAY WITHDRAW FROM FURTHER REPRESENTATION;

9. Client fully understands that no less than the 1ST day of the month prior to the month in which a trial of this cause of action is set, unless other arrangements are specifically made in writing, Firm requires any past due or billed unpaid fees and expenses to be brought current and a trial deposit to be made in an amount not less than the amount determined by multiplying 8 hours per day by the attorney's hourly rate as provided herein for the number of trial days estimated by the Firm;

10. THIS FIRM DOES NOT REPRESENT CLIENTS ON A FIXED-FEE BASIS. Any figures quoted as to the total cost of our services are merely estimates, based on stated hypothetical occurrences and they cannot be relied upon as an accurate estimate. Your adversary, the opposing attorney, or others may engage in activities requiring us to expend additional time not originally contemplated;

11. Client fully understands that Firm may cease work on matter, withdraw from representation, and/or terminate this agreement in the event Client:

- a. Insists upon representing a claim or defense not warranted under existing law and which cannot be supported by a good faith argument for extension or reversal of such law.
- b. Personally seeks to pursue an illegal course of conduct.
- c. Requests that the Firm pursue a course of conduct which is illegal or prohibited under disciplinary rules.
- d. By other conduct renders it unreasonably difficult for the Firm to carry out employment.
- e. Insists upon the Firm engaging in conduct is contrary to the judgment or advice of the attorney.
- f. Disregards an agreement with Firm as to fees or services, costs or expenses rendered.

- g. Fails to pay fees, costs or expenses as provided by this agreement.
- h. Fails to furnish any required additional retainer, within 10 days of request by the Firm.

REQUIRED NOTICES TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll-free phone call.

A copy of the Texas Lawyer's Creed is attached hereto as EXHIBIT "A" as required by the State Bar of Texas.

FEE SCHEDULE

Firm and Client understand that the following fee schedule shall apply as a condition of employment and that Client accepts full responsibility for the payment of all balances due for legal services as follows:

1. All trial and non-trial time expenses in connection with this cause shall be charged at the rate as set forth below.

Non-trial charges include, but are not limited to, telephone conferences, interviews with Client or other parties in connection with this cause, legal research time including charges incurred for electronic research services, drafting of legal instruments, preparation for Court, review of correspondence and documents, and miscellaneous time spent in office practice and/or legal investigation.

2. Trial time includes time in Court Room attendance, whether in actual trial of this cause or at ancillary hearings or motions, such as motions for contempt, and travel time, to and from the Court Room. **Travel time includes any out of office appearance required, reasonably related to this cause.**

3. All case expenses, including subpoena costs, filing costs, deposition costs, accounting costs, investigation costs, expert's charges, delivery service costs, xerox and certified copy costs, faxing, electronic or computer research, computer disk rental and all other miscellaneous actual expenses incurred in connection with this cause are due and payable by Client as incurred. These funds will be paid from the existing trust fund, if any and if no such funds exist, then payment shall be made by client directly to such expert upon request of the firm.

4. All time will be recorded in units of 1/4 hour (15 minutes) even though the time spent may be less than 1/4 hour.
5. Please **NOTE** that our bank charges \$30 for returned checks and this fee will be passed on to you.
6. All accounts are due and payable in Rockwall County, Texas.

MISCELLANEOUS

1. THIS CONTRACT AND AGREEMENT DOES NOT INCLUDE PRESENTATION OF THIS CASE TO ANY APPELLATE COURT, and in the event an appeal is necessary, client and attorney will consider the appeal as a separate and distinct cause of action requiring new fee arrangements.
2. WE ARE NOT BEING RETAINED TO VALUE THE MARITAL ASSETS NOR DO WE CLAIM TO HAVE EXPERTISE IN THIS AREA. You must determine, based upon the information obtained through the proceeding, which assets you would like to receive, the value of those assets, and economic ramifications concerning all property. We may advise you to retain appropriate experts, such as accountants, financial advisors, or real estate or business appraisers, to assist with this regard. We do not automatically search titles, determine the validity of income and expense figures supplied by your spouse or other opposing party, or attempt to verify other underlying data provided as part of the dissolution proceeding. If there are questions in your mind concerning any of these issues, you should discuss them with us and authorize us to retain appropriate experts to provide assistance on your behalf. The fees and costs for such experts are your responsibility and ARE NOT PAID FROM THE TRUST DEPOSITS MADE WITH FIRM.
3. This office **does not** practice tax law, nor give overall tax advice. Our tax discussions are limited to tax issues that relate directly to your family-law matter. For specific tax questions that may arise, you should consult a tax advisor or CPA. Also, we are not experts in ERISA laws which govern retirement plans. If the situation arises, we may suggest that you consult with an attorney who specializes in this area.
4. If retirement benefits are being divided on divorce in your case, a separate order must be submitted to the Court. For most retirement benefits this order is known as a Qualified Domestic Relations Order (QDRO). Preparing and monitoring the qualification of such an order is a complex procedure and in most cases it is more cost effective to engage the services of an expert in the area of preparing and qualifying QDRO's rather than utilize the services of the firm. The client authorizes the firm to retain the services of an expert in this field for the limited purpose of preparing and qualifying QDRO's, provided such services do not exceed \$750.00. These funds will be paid from the existing trust funds, if any and if no such funds exist, then payment shall be made by client directly to such expert upon request of the firm.
5. At the conclusion of the handling of this matter, by the Firm, client shall be responsible for picking up the file from Firm's office within (30) days of written notice by firm to client. If a file is not collected by the client, within (30) days, the content of the file will be shredded, in order to protect confidentially.
6. In the event of withdrawal, termination or modification of employment, IT IS AGREED AND UNDERSTOOD THAT THE TERMS OF THIS CONTRACT, AS THEY PERTAIN TO FEES, COSTS AND/OR EXPENSES FOR SERVICES RENDERED, UP TO AND INCLUDING SUCH DATE OF TERMINATION, WITHDRAWAL OR MODIFICATION OF EMPLOYMENT, ARE TO BE PAID TO THE FIRM AND SHALL REMAIN IN FULL FORCE AND EFFECT. In the event the

Firm is compelled to intervene in a pending lawsuit or initiate any subsequent lawsuit in order to recover any and all attorney's fees, costs, and/or expenses accruing to the Firm in accordance with the terms set forth in this contract for employment for computation of fees and expense and accruing in favor of the attorney or attorney's employed by the Firm, to recover the fees, costs and/or expenses due to the Firm, pursuant to the terms of this contract and additionally, the client agrees to pay any and all court costs and expenses connected with the pending lawsuit or any subsequent lawsuit as herein above described.

7. We have explained to you that the court dockets are crowded and that it might take a long time to have a contested matter heard. While most cases will settle, some do not. You acknowledge that we have made no promises with regard to when the matter will be concluded. We will work as quickly as possible, consistent with our case load and the proper protection of your rights to get the matter concluded.
8. Confidential conversations between an attorney, or a Paralegal employed by an attorney, and Client are protected by law and by the disciplinary rules to which attorneys are subject. The reason for this confidentiality protection is that in my experience the interest of the Client is best served when the Client's attorney is fully informed of all facts well in advance of any possible contest. Your candor will assist the Firm tremendously in representing you; it is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on us to be candid with you as well. **However, some communications between the attorney and Client are not confidential. No attorney can be compelled to reveal any confidential communication, except in accordance with Texas Family Code section 261.101 regarding child abuse, which states that if a professional (which includes your attorney and employees of your attorney) has cause to believe that a child has been abused or neglected or may be abused or neglected or that a child is a victim of an offense under Texas Penal Code section 21.11, the professional shall make a report not later than the forty-eighth hour after the hour the professional suspects the child has been or may be abused or neglected or is a victim of an offense under Texas Penal Code section 21.11.**

If you elect to have a third party present at attorney/client conferences, be aware that the presence of a third party, destroys the attorney-client privilege and conversations are no longer considered confidential.

9. Telephone conversations with the office of Rowlett Family Law are recorded electronically. The recording of telephone conversations between you and any attorney or paralegal employed by Rowlett Family Law does not constitute a waiver of the above detailed attorney-client privilege or confidentiality. Telephone conversations are recorded for future reference of facts by the attorney and/or paralegal employed by Rowlett Family Law and are not made available to any other party. The release of recordings between you and Rowlett Family Law to any third-party would constitute a waiver the attorney-client-privilege and confidentiality.

BILLING RATES

Firm and Client understand that, from time to time, during the pendency of this cause and the Firm/Client relationship, that Firm may deem it necessary to use the serviced of legal assistants, paralegal employees or other associates, and Client agrees that use of such is acceptable to him/her and that all work performed by assistants selected by Firm shall be fully supervised by VICTORIA G. WARNER, and that the periodic time spent, if any, by lawyers and legal assistants shall be billed at the following rates:

VICTORIA G. WARNER

Attorney

\$350.00 per hour

**Senior Paralegal
\$150.00 per hour**

**Paralegal
\$100.00 per hour**

Our billing rates may change in the future. Often family cases last as long as 12 to 14 months, or longer. If our hourly rates change, you will be notified approximately 30 days before the change takes effect.

Any telephone calls placed to the attorney after business hours, deemed as emergency by you, and requiring immediate attention will be billed at **double** the hourly rate mentioned above.

NON PAYMENT OF ACCOUNT

I CONSENT TO MY ACCOUNT BEING TURNED OVER TO A THIRD PARTY COLLECTION AGENCY, IF ANY PORTION OF MY ACCOUNT BECOMES GREATER THAN 60 DAYS PAST DUE. I ALSO CONSENT TO THE THIRD PARTY COLLECTOR BEING PROVIDED ANY AND ALL PERTINENT INFORMATION NECESSARY TO COLLECT ON MY ACCOUNT. I UNDERSTAND THAT THE THIRD PARTY COLLECTOR MAY NOT CHARGE ME COLLECTION FEES.

I ACKNOWLEDGE THAT THE THIRD PARTY COLLECTOR MAY REPORT THIS DEBT TO ANY AND ALL CREDIT REPORTING BUREAUS.

Client Initials

COLLABORATIVE LAW

In the event that this matter becomes collaborative, the following provisions apply.

1. If there is a conflict between the other terms of this Employment Contract and this collaborative law subsection, the collaborative subsection terms supersede.
2. Upon execution of the Collaborative Participation Agreement, the Collaborative Lawyer's representation shall be limited to the collaborative law process. No court hearings shall be set other than to enter agreed orders and judgments.
3. Client acknowledges that the Collaborative Lawyer reserves the right to withdraw for the following reasons, which are in addition to the reasons for withdrawal outlined in the Employment Contract:
 - a. Client uses delay to gain an advantage in the collaborative law process;
 - b. Client persistently refuses to follow through on commitments; or
 - c. Client insists on using direct or implicit threats to gain

advantage in the collaborative law process.

4. Client acknowledges that the Collaborative Lawyer has a duty to terminate the collaborative law process if the Client engages in any of the following behaviors and persists in doing so after counseling by the Client's Collaborative Lawyer:

- a. refuses to disclose information, including the existence of documents, which in the Collaborative Lawyer's judgment must be provided to the other client or the collaborative team;
- b. answers dishonestly any inquiry made by a Client or member of the collaborative team;
- c. proposes or fails to take an action that results in compromising of the integrity of the process; or
- d. fails or refuses to take an action which failure or refusal compromises the integrity of the process.

Under any of these circumstances, if the Client refuses to terminate the collaborative law process, the Client by signing this Employment Contract authorizes the collaborative lawyer to terminate the collaborative law process on the Client's behalf by written notice to the collaborative team and the court. The Collaborative Lawyer's duty to terminate the collaborative law process and notify the other participants and the court survives the Client's request that the Collaborative Lawyer withdraw and/or the Client's termination of the Collaborative Lawyer's services.

THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO ALL MATTERS HEREIN CONTAINED AND THE TERMS, CONDITIONS AND

STIPULATIONS SHALL NOT BE MODIFIED, EXPANDED NOR REVOKED UNLESS BY WRITTEN AGREEMENT SIGNED BY BOTH PARTIES AND ATTACHED HERETO AND MADE A PART HEREOF.

FURTHER THE CLIENT ACKNOWLEDGES THAT IN ADDITION TO HAVING READ THIS AGREEMENT IN ITS ENTIRETY, ANY QUESTIONS RAISED BY CLIENT HAVE BEEN ANSWERED AND THE CLIENT UNDERSTANDS THE AGREEMENT AND CONSIDERED IT TO BE FAIR AND REASONABLE.

SIGNED on this the _____ day of _____, 2020.

CLIENT SIGNATURE

CLIENT PRINTED NAME

VICTORIA G. WARNER
Nurse-Attorney

**THE SUPREME COURT OF TEXAS
AND
THE COURT OF CRIMINAL APPEALS
THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM**

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession, therefore, "My work is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of

weakness.

5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observances of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties of all changes I made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural

formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into dispute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony toward opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form or orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable, I will not make objections not give instructions to a witness for the purpose of delaying or obstruction the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not

discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy, deliberate, impartial and studies analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff, and counsel, in efforts to administer justice and resolve disputes.