

LAW OFFICE OF MARK C. THOMPSON
LEGAL SERVICES CONTRACT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENT:
COUNTY OF BEXAR §

THAT I, _____, (Client's name) do hereby employ and appoint **MARK C. THOMPSON** (Attorney) as my chosen attorney to represent me in the following matter(s) and only the following matter(s) _____.

Option 1

_____ Client and Attorney agree that Client will deposit a retainer of \$ _____ for LEGAL FEES, FILING FEES AND COURT COSTS into Attorney's trust account. Attorney will provide legal services at a rate of **\$250.00** per hour to be billed in quarter-hour increments. All new files are subject to a \$50.00 file start-up fee. Client shall deposit additional funds when requested and failure to do so allows Attorney to withdraw from his employment. At the conclusion of representation all funds remaining in Attorney's trust account will be returned to client with a final accounting.

_____ Fees for mediators, evaluators, appointed representatives, or other such fees are to be paid by Client, directly to the service provider.

Option 2

_____ Attorney is paid \$ _____ as a flat, **non-refundable**, fee for **uncontested divorce/case** with Client responsible for all filing fees (other than the initial filing fee), court costs and other out of pocket expenses, not set forth herein. Flat fee does not include complex or custom language unless disclosed to attorney up front.

_____ "Uncontested" means that you and the other party are in agreement and the other party will sign a Waiver of Service, the Final Decree of Divorce and/or any other required documents specified below when they are presented or within two (2) weeks after they are presented. Flat fee does not include the costs of revisions or changes requested by the other party. Clerical errors by Attorney are to be corrected at no additional charge to Client. Any additional work (changes, additional documents) performed will be billed at \$250.00 per hour.

_____ If the opposing party retains an attorney or fails to sign the paperwork, then Attorney and Client will proceed under Option 1 above and additional funds will be deposited.

_____ **Documents for Attorney to Prepare:**

Client understands that Attorney does not guarantee a particular result or outcome in this case.

As a Client:

1. I understand that my attorney's representation is contingent on my truthful and complete cooperation. If I have been untruthful as to a material fact or fail to cooperate my attorney may declare this contract void and withdraw from my case;
2. I certify that none of the money paid, or to be paid in the future, for legal fees and expenses, are the proceeds from unlawful activities; and,
3. **I can fire Attorney at any time and for any reason (or for no reason).**

Attorney may withdraw from his employment at any time, and Attorney shall be entitled to all earned compensation up to the date of Attorney's withdrawal, or if the Client:

1. Insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported in good faith argument of an extension, modification, or reversal of existing law;
2. Insists that Attorney pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules, or insists that Attorney engage in conduct that is contrary to his judgment
3. By other conduct renders it unreasonably difficult for Attorney to carry out his employment, on this case or other cases.
4. **Fails to deposit additional funds as requested by Attorney or otherwise fails to comply with the terms of this contract.**

Client acknowledges that Attorney will do everything possible to expedite the appropriate disposition of Client's case consistent with but not limited to the following factors: Attorney's abilities, training, experience and professional judgment; Client's specific circumstances and goals and the goals of the other party; Pending deadlines, settings, hearings or facts of this case and Attorney's other cases; and, Any actions that have already occurred prior to Attorney's involvement in this case (including but not limited to actions of previous attorneys and prior court proceedings).

CLIENT UNDERSTANDS THAT ATTORNEY IS NOT A TAX ATTORNEY, A CPA OR A FINANCIAL ADVISOR.

The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Office of the General Counsel of the State Bar of Texas will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900.

_____ **The Bexar County Presiding Court System** - Bexar County uses a Presiding Court system in that all cases are first called in a central courtroom and then assigned to another judge for hearing or trial. The judge will be unknown until assignment and there is little I can do to “Judge shop”. Judges are human. They get sick, have bad days and take vacations and the number of judges can at times be limited. The number of cases and unavailability of judges can result in several hours of waiting. If we are to have multiple hearings we will likely appear before several judges. If the other party is attempting to delay a hearing they will likely be able to do due to these facts. The Bexar County Presiding Court system presents a number of challenges and Attorney is bound by the Bexar County Local Rules.

The following special conditions apply and shall supercede any contrary provision above: _____

EXECUTED ON _____.

MARK C. THOMPSON

Client