

## Law Office of Mark C. Thompson Legal Services Contract

I, \_\_\_\_\_, (Client) retain and employ **MARK C. THOMPSON** (Attorney) as my attorney to represent me in the following matter(s) only

\_\_\_\_\_.

\_\_\_\_\_ Client will pay a retainer of **\$2,500.00** for LEGAL FEES and FILING FEES, of which **\$500.00 is non-refundable**. Attorney will provide legal services at a rate of **\$295.00** per hour, will provide Client with itemized statements, and will return all remaining funds to Client at the end of his employment. Paralegal rate of \$100.00 per hour.

\_\_\_\_\_ The total cost will be determined by the total amount of time required by your case.

\_\_\_\_\_ Client will make additional deposits as requested by Attorney, and without request to maintain a trust account balance of \$750.00 and will deposit at least \$1,500.00 at least ten (10) days prior to any mediation, or final trial. These payments are to be made by Client without request from Attorney.

\_\_\_\_\_ Client will pay 3<sup>rd</sup> party fees (mediators, appointed representatives, 3<sup>rd</sup> party discovery preparers, etc.) directly to the service provider. MT uses 3<sup>rd</sup> party discovery preparers at his discretion.

\_\_\_\_\_ Client understands the requirements of Texas Rule of Civil Procedure 194, see attached, and will comply to meet all deadlines.

\_\_\_\_\_ An Income & Expense sheet is required for all hearings involving support. A Sworn Inventory is required for any hearing involving the division of property. Client's failure to cooperate and timely provide the necessary information will likely negatively impact the case and lead to increased legal fees.

\_\_\_\_\_ **Client understands that Attorney cannot guarantee a particular result.**

As a Client I understand that my attorney's representation depends on my truthful and total cooperation, I understand that I can fire Attorney at any time and for any reason whatsoever.

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

\_\_\_\_\_ Attorney may withdraw from his employment at any time, and shall be entitled to all earned compensation up to the date of withdrawal. Attorney will withdraw if Client:

1. **Fails to deposit additional funds as requested by Attorney or required by this contract.**
2. Fails to provide information & material needed to provide mandatory discovery disclosures, Income and Expense sheet, or Sworn Inventory.
3. Insists upon presenting a claim that is not warranted under existing law and cannot be supported in good faith argument of an extension, modification, or reversal of existing law, or insists that Attorney engage in conduct that is illegal, prohibited under the disciplinary rules, or that is contrary to Attorney's judgment, or otherwise becomes uncooperative, unresponsive, or unreasonably difficult to work with.

\_\_\_\_\_ 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. All cases are first called in a central courtroom and then assigned to another judge for hearing. The judge will be unknown until we are assigned. We cannot "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 and/or being forced to reset to another day. If we are to have multiple hearings we will likely appear before several judges. Attorney is bound by Local Rules.

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

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**EXECUTED ON** \_\_\_\_\_.

\_\_\_\_\_  
**MARK C. THOMPSON**

\_\_\_\_\_  
**Client**