

Ty L. Czapla, Attorney at Law
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Whitehouse, TX 75791

Employment Contract

____/____/____

Client Name

RE: _____
Description of Matter

Dear _____,

This letter is written to confirm the terms on which you have agreed to employ this firm to represent you in the _____ (hereinafter referred to as “the matter”).

General Scope of Representation

My services will consist of (check one or more):

- Services incident to bringing/defending a lawsuit, including court appearances, telephone conferences, travel, investigative work, legal research, review of material received from all sources, drafting of pleadings and incidental correspondence, participation in settlement conferences, and other necessary preparation for your suit.
- Services that do not include preparing or filing a lawsuit, including telephone conferences, travel, investigative work, legal research, reviewing materials received from all sources, correspondence, participation in settlement conferences, and other necessary preparation for resolving this matter without court involvement.
- Miscellaneous or Special Services (please describe):

This agreement does not include presentation of this case to any appellate court or preparation of motions ancillary to this representation. If appeal is necessary, I will consider the appeal as a separate and distinct cause of action requiring a new fee arrangement.

It is my experience that the tax considerations of our clients are sophisticated and often complex. Therefore, although tax considerations are addressed in each case, this firm's services do not include tax advice, and you will be expected to obtain independent tax advice about any division or award of property in this case before entering into any settlement agreement.

Consideration for Acceptance of Your Case

As consideration for my acceptance of your case, you have agreed to the following fee arrangement (check one or more):

- Non-Refundable Retainer:** To pay the firm a nonrefundable retainer in the amount of _____ dollars (\$_____) to secure the availability of the principally responsible attorney named below and to compensate him for lost opportunities. In addition:
1. You will be charged all incidental costs and expenses incurred by the firm in prosecuting your case (or working to resolve your case outside of court), including but not limited to the following: court costs; deposition expenses; travel expenses; long-distance telephone calls; postage; retaining the services of other professionals, experts, and private investigative firms.
 2. Once a month you will receive a statement from the firm for the fee charged for that billing period, together with all costs and expenses that have been incurred in your matter.
 3. All funds and obligations must be paid on receipt of the statement to the firm by:
 - Paying by credit card at www.tlclawpllc.com (click on the make payment by credit card button on the bottom of the home page; a receipt will be emailed to you if you enter your email address with your payment info).
 - Paying by mail by mailing a check payable to "TLC Law, PLLC" to my address at the top of page 1, or such other address as we may specify.

Hourly Fee: To pay the firm an hourly fee, under the following terms:

1. For professional services performed by me, you will currently be charged at the hourly rate of \$_____. All services, including telephone calls, are billed in 6-minute increments regardless of the actual time spent.

2. You will be charged all incidental costs and expenses incurred by the firm in prosecuting your case (or working to resolve your case outside of court), including but not limited to the following: court costs; deposition expenses; travel expenses; long-distance telephone calls; postage; retaining the services of other professionals, experts, and private investigative firms.
3. Once a month you will receive a statement from the firm for the fee charged for that billing period, together with all costs and expenses that have been incurred in your matter.
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 - Paying by credit card at www.tlclawpllc.com (click on the make payment by credit card button on the bottom of the home page; a receipt will be emailed to you if you enter your email address with your payment info).
 - Paying by mail by mailing a check payable to “TLC Law, PLLC” to my address at the top of page 1, or such other address as we may specify.

Advanced Fee: To provide a fund for the payment of the hourly fee described above, as well as costs, and expenses, the firm requires an advanced fee in the amount of _____ dollars (\$_____). The advanced fee will be placed in our trust account and drawn against from time to time to cover the unpaid fees, costs, and expenses. After the advanced fee dips to or below \$_____, an additional advanced fee of \$_____ is required. Unless there is a sufficient advanced fee on deposit, you will be expected to make a payment each month, upon receipt of your statement that is sufficient to liquidate any unpaid fees, costs, and expenses. When my representation is completed, any unused portion of the advanced fee will be refunded to you.

Non-Payment is Grounds for Withdrawing My Representation

You agree that your failure to make payment on receipt of billing or to otherwise fail to perform your obligations under our agreement offers grounds for me to withdrawal from representing you. You agree that these provisions are fair because our effort, to be successful, must be the product of our teamwork.

The Total Fee Amount is Uncertain

You have also agreed to assist me in furnishing necessary witnesses to appear on reasonable notice and have agreed to comply with all of the firm’s reasonable requests in connection with the preparation and presentation of your case.

While your concern for the costs involved is certainly appreciated, you must understand

that it is impossible to predict accurately all that will be required to represent your legal interests in this matter, both present and future. These amounts are largely determined by the exigencies of your case and the aggressiveness of your opponent. Thus it is impossible to predict accurately the total amount of the fee for professional services or other costs that may be involved in representing your interests. In this regard, it is fair that you be cautioned at the outset that sometimes (and not infrequently) complexities develop in areas where they are not expected by a client.

Just as you are depending on our expertise and professionalism, I will depend on you to keep faith with me if complexities develop in your case where you did not expect them. Your continuing faith in this firm during what might become a prolonged period is vitally important to the maintenance of your legal rights; its importance simply cannot be overemphasized.

Attorney-Client Confidentiality

Conversations between an attorney and client are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal any confidential communications, with certain exceptions.

One such exception permits revealing confidential communications if necessary to comply with section 261.101 of the Texas Family Code 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 section 21.11 of the Texas Penal Code, and the professional has cause to believe that the child has been abused as defined by section 261.001 or 261.401 of the Texas Family Code, or if the professional has cause to believe that an adult was a victim of abuse or neglect as a child and the professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person as defined by section 48.002 of the Texas Human Resources Code, the professional shall make a report not later than the forty-eighth hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under section 21.11 of the Texas Penal Code or that the adult was a victim of abuse or neglect as a child and that the disclosure is necessary.

The reason for the above confidentiality protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest. Your candor will assist me tremendously in representing you; it is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on me to be candid with you, as well.

I will do my best to keep you advised on how the matter seems to be progressing, based on information we receive from the court, from the other side, and from you. We will send you copies of all pleadings for your information.

I will do everything possible to expedite the appropriate disposition of your case consistent with the time limitations imposed by law and the protection of your present and future legal interests. There may well be some difficult decisions for you to make. It is an attorney's responsibility to advise you on the legal ramifications of the decisions, but *you* must make the

actual decisions.

This firm reserves the right and privilege to destroy a client's file five years from the date the file is closed.

Complaints

The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The creed requires our firm to advise you of the contents of the creed when undertaking to represent you. A copy of the Texas Lawyer's Creed is attached to this employment agreement for your review.

The Texas Government Code requires that you be advised that 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 will provide you with information if you call 1-800-932-1900.

You hereby agree that, if you should at any time become displeased or dissatisfied with any aspect whatsoever of this firm's legal representation, or if you should at any time have any serious question concerning that representation, you will *immediately notify* this firm of that fact in writing by *certified mail, return receipt requested*.

I Have the Right to Withdraw From Further Representation

You agree that this firm reserves the right to terminate the attorney-client relationship and withdraw from your further representation for any of the following reasons:

1. Your failure to cooperate and comply fully with any reasonable request of this firm's about your case;
2. Your engaging in conduct or making statements that render it unreasonably difficult for this firm to carry out the purposes of its employment;
3. Your insisting that this firm engage in conduct that is contrary to our judgment and advice;
4. Your failure to pay fees and costs as provided in this agreement.

Privacy Policy Notice: In the course of representing clients, I receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information I receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. I retain records relating to professional services that I provide so as to assist my clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, I maintain physical, electronic, and procedural safeguards that comply with my professional standards. In this connection, you understand that, for convenience, from time to time I may use the Internet or other electronic mail system without encryption to communicate with you or others and that there are related privacy and security issues with this means of

communication. Nevertheless, you have agreed that I may use Internet or electronic mail as an economical, convenient form of communication.

Privacy Policy Regarding Social Security Numbers: Social Security numbers will be divulged only when necessary during the course and within the scope of our employment.

- Social Security numbers are collected by the firm from various sources, including income tax returns as well as the client.
- Social Security numbers are used to identify parties for a number of purposes, including determination of wages, preparation of orders to withhold wages for child support and reports filed with the state of Texas, and obtaining information about retirement benefits.
- All information received from our clients is confidential, particularly Social Security numbers. Social Security numbers are not divulged by the firm unless authorized by the client or required in the course of representation.
- Only employees of the firm who have a need to know will have access to this personal information.

Every step is taken to protect the client's privacy. This information is kept secure within the office of the firm in file folders and file drawers, until the file information is retired and the file is removed to a locked, off-site storage facility. Client information will eventually be shredded.

This firm is privileged to have this opportunity to be of service to you. I appreciate your trust and confidence, as well as your business. If you completely approve this agreement, please date and sign the original of this letter where indicated, return it to this office, and retain the enclosed copy for your file. On receipt of this signed agreement and receipt of the requisite amounts, I will begin work on your case.

Sincerely yours,

Ty L. Czapl, Manager of TLC Law, PLLC

ACCEPTED AND AGREED TO BY:

Client's name

Date

The Texas Lawyer's Creed

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.

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 word 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.

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.

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 observance 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 all changes I have 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 canceled.

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 disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards 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 of 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 nor give instructions to a witness for the purpose of delaying or obstructing 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.

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 the 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 an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied 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.