

# GALLAGHER & STULL

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Date

Client Name  
Client Address  
Town, TX 77\_\_\_

Re: Your Case Identified

Dear Client \_\_\_\_\_:

This letter is written to confirm the terms on which you have agreed to employ this firm to represent you in your case.

Our services will consist of the 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 case.

*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, client and attorney will consider the appeal as a separate and distinct cause of action requiring a new fee arrangement.*

In partial consideration for our acceptance of your case, you have agreed to pay this firm a retainer fee of \$TBD in preparation of your case. If your retainer is exhausted, you agree to pay an additional retainer amount determined at that time by the attorney in charge of your case. Such an additional retainer amount will probably be necessary if it appears at the beginning of your case that a final disposition may be possible without incurring considerable expenses for accountants, actuaries, appraisers, or other experts, for deposition expenses, and so forth, but it later becomes necessary to incur such expenses.

You have agreed to additionally compensate this firm for services rendered in excess of those covered by the retainer fee. You will currently be charged as follows:

Victoria H. Gallagher	\$175.00
Donald Michael Stull	\$175.00
Secretary	\$25.00

These hourly rates may change during our representation. If such changes are necessary, you will be notified in writing 30 days before the change. All services, including telephone conferences, are billed in six (6)-minute increments regardless of the actual time spent. *RESULT BILLING: You may be*

(\*TBD = to be determined)

*charged an additional sum to be determined by the results obtained, the total amount involved, the nature and complexity of the litigation, and the responsibilities assumed. The additional sum will be subject to your agreement.*

*Invoices are due upon receipt. If payment is not made upon receipt of the invoice, then interest will accrue at the rate of one percent (1%) per month on the unpaid balance.*

In further consideration for our acceptance of your case, you have agreed to promptly reimburse the firm for incidental expenses for your case, such as court costs, travel expenses, long-distance phone calls, postage, retaining the services of a private investigative firm, document reproduction at \$0.15 per copy or \$0.10 per scan, telecopier transmissions at \$0.50 per transmission copy - facsimile transmission and reception, and so forth. These expenses will be itemized on your monthly billing statement, and it is our agreement that you will remit payment to reimburse these expenses immediately on your receipt of a statement.

You have also agreed to assist us 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. 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. Sometimes because of extreme bitterness and hurt feelings, or because of substantial property interests, family law cases become unreasonably time-consuming. This firm has made no express or implied representations or guarantees concerning the outcome of your case or how long your case will take to complete.

Just as you are depending on our expertise and professionalism, we will depend on you to keep faith with us 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.

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, except in accordance 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, 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. The reason for this 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* of the facts well in advance of any possible contest. Your candor will assist us 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.

We will do our best to keep you advised on how the case 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.

We 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.

You will be billed monthly on or about the first of the month by statements from this office. You have agreed that your failure to make payment timely or to otherwise perform your obligations under our agreement will be grounds for the firm's withdrawal from your representation. We have agreed that these provisions are fair because our effort, to be successful, must be the product of our teamwork.

If the court grants this firm a judgment against your spouse for your attorney's fees, it will still be your responsibility to pay the firm in accordance with the terms of this letter contract. The firm will then give your account credit for sums collected from your spouse if, as, and when the sums are paid, less reasonable costs (including attorney's fees) incurred by the firm in collecting them. If your account is current, it may be possible, if you then prefer, for the firm to assign to you any such judgment for your own collection against your spouse.

It is our 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.

*This firm reserves the right and privilege to destroy a client's file three months from the date the file is closed.*

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* me of that fact in writing by *certified mail, return receipt requested*.

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:** Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected our clients' right to privacy. In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we 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. We retain records relating to professional services that we provide so as to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

This firm is privileged to have this opportunity to be of service to you. We 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.

Sincerely yours,

GALLAGHER & STULL

By \_\_\_\_\_  
Donald Michael Stull/Victoria H. Gallagher

ACCEPTED AND AGREED TO ON \_\_\_\_\_.

\_\_\_\_\_  
Client Name

## **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 setting 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 and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.

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.