



The Law Office of Mario Flores, PLLC

1007 E. 7TH STREET
AUSTIN, TEXAS 78702

MFLORES@MARIOFLORESLAW.COM
WWW.MARIOFLORESLAW.COM

M: 512.582.2728
F: 512.318.2472

ATTORNEY/CLIENT AGREEMENT

The Law Office of Mario Flores, PLLC (the “**Law Office**”), agrees to provide legal services for [REDACTED] (the “**Client**”), and the Client agrees to pay based on the following agreement.

Scope:

The legal services consist of: [REDACTED]

Fee Agreement:

In the event the total value of attorney’s time **at \$250.00 per hour**, exceeds the stated fee, Client agrees to pay the total value, instead of the stated minimum fee, plus expenses. We do 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.

IN THE EVENT YOUR CLAIM IS COVERED BY AN INSURANCE PROGRAM, THE LAW OFFICE WILL APPLY COVERAGE TO YOUR CASE. SHOULD YOUR CASE REQUIRE TIME WHICH YOUR INSURANCE PROVIDER WILL NOT COVER, YOU WILL BE REQUIRED TO PAY A RETAINER PRIOR TO THE USAGE OF ALL YOUR TIME. FAILURE TO PROVIDE A RETAINER WILL ABATE THE ATTORNEY’S EFFORTS AND THE POSSIBLE REQUEST TO WITHDRAW FROM YOUR FILE.

Client agrees and understands that certain aspects of the case may be handled by other persons associated by the Attorney. Legal assistant time is valued at \$60.00 per hour and paralegal time is valued at \$175.00 per hour. Client agrees to reimburse Attorney for expenses incurred on Client’s behalf, including without limitation, filing fees, mileage, photocopies, postage, long distance tolls, telefax charges and other costs. The Attorney is not required to advance money for costs.

Responsibility to provide legal services will be accepted and work will begin when attorneys receive \$ [REDACTED] as an **ADVANCE RETAINER OR COVERAGE VERIFICATION FROM YOUR INSURANCE PROVIDER** against the fee and expenses. Client will make additional payments toward fee and expenses when requested by the Attorney or as follows [REDACTED] (if applicable).

Client acknowledges that the Law Office bills in six minute increments.

The Attorney has the right to cease legal work and keep all funds received for legal services and expenses if client does not make payments as requested by the Attorney or if the Client has misrepresented or failed to disclose material facts to the Attorney, or if the Client fails to follow the Attorney’s advice, or if for any reason the relationship becomes unworkable. Likewise, the Client may discharge the Attorney at any time for any reason. The Client will be responsible for any fees and all costs incurred prior to and through the Attorney’s withdrawal or discharge, including time and costs expended to turn over the file(s) and other information to you or substitute counsel.



The Law Office of Mario Flores, PLLC

1007 E. 7TH STREET
AUSTIN, TEXAS 78702

MFLORES@MARIOFLORESLAW.COM
WWW.MARIOFLORESLAW.COM

M: 512.582.2728
F: 512.318.2472

Any sums collected from Client's opposing party will be credited against Client's obligation, but only when actually received by the Attorney.

All balances are due upon receipt. The Law Office may bill you on a bi-weekly basis depending on the amount of work being performed for the Client. Bills may also be requested at any time at the Client's expense. Unpaid fee balances owed to the Law Office as well as expenses advanced on behalf of the Client shall bear interest at the rate of 10% per annum commencing thirty (30) days after the date the amount is billed.

Attorney Duties:

Attorney agrees to represent client at all hearings, trials, mediations, or settlement conferences in the above referenced matter and any related matter necessary to the resolution to the pending controversy. Attorney will communicate all settlement offers with client and will not settle or compromise any of client's claims without client's authorization.

I will do my best to keep you advised on how the case seems to be progressing, based on information I receive from the court, from the other side, and from you. I 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.

Client's Rights:

- A. You have the right to be kept informed on the progress of this case;
- B. You have the right to expect our office to collaborate with you to seek a resolution of your legal matter with dignity and integrity;
- C. You have a right to an accounting of all funds or property coming into our possession and a complete explanation of attorney's fees;
- D. You have the right to expect respect and courtesy.

Client's Responsibilities:

You agree that you will have the following duties in pursuit of a resolution of your claims:

- A. To cooperate fully with reasonable requests of Attorneys in furtherance of their claims and causes of action;
- B. 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;
- C. To appear at court hearings, trials, depositions, mediations and attorney/client conferences. In this regard, Attorneys agree to attempt to schedule any of the above events at times convenient to you whenever possible. You acknowledge, however, it may not be possible to schedule trial dates or other events on dates that are convenient to your schedule.
- D. Not to communicate with any opposing parties except as authorized by Attorney. You agree not to contact an opposing party or that party's attorney, agents, employees or insurers without my knowledge, permission and supervision of Attorney.
- E. You are expected to arrive on time to scheduled appointments. You will be billed for one hour of the attorney's time for no-shows or for cancellation within 24 hours of the appointment.
- F. You have agreed that your failure to make payment on receipt of billing or to otherwise perform your obligations under my agreement will be grounds for the firm's withdrawal



The Law Office of Mario Flores, PLLC

1007 E. 7TH STREET
AUSTIN, TEXAS 78702

MFLORES@MARIOFLORESLAW.COM
WWW.MARIOFLORESLAW.COM

M: 512.582.2728
F: 512.318.2472

from your representation. You have agreed that these provisions are fair because my effort, to be successful, must be the product of our teamwork.

Other:

This agreement does not include legal services on appeal. In the event an appeal is determined to be necessary after trial, a new agreement will be negotiated.

THE LAW OFFICE DOES NOT PRACTICE TAX LAW, NOR GIVES OVERALL TAX ADVICE. YOU SHOULD CONSULT YOUR TAX ADVISOR OR CPA FOR SPECIFIC TAX QUESTIONS WHICH MAY ARISE. THIS OFFICE DOES NOT DO REAL ESTATE APPRAISALS OR TITLE SEARCHES.

Client further authorizes the Attorney, after the case is over, to destroy the file after two years.

There are no promises or guarantees as to the outcome of litigation.

This agreement is performable in Austin, Travis County, Texas.

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.

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.

SIGNED this [redacted] day of [redacted], 2017.

Law Office of Mario Flores, PLLC

[redacted]

BY: _____
Mario J. Flores

ADDRESS: _____

PHONE: (512) _____

EMAIL: _____

ANYTIME YOU HAVE A QUESTION ABOUT THE STATUS OF YOUR FILE, PLEASE SET UP AN APPOINTMENT TO DISCUSS YOUR FILE WITH THE ATTORNEY. YOUR PHYSICAL PRESENCE IS REQUIRED AS CERTAINS DELAYS MAY BE DUE TO PAYING CERTAIN FEES OR RETAINERS TO CONTINUE TO WORK ON YOUR MATTER.



The Law Office of Mario Flores, PLLC

1007 E. 7TH STREET
AUSTIN, TEXAS 78702

MFLORES@MARIOFLORESLAW.COM
WWW.MARIOFLORESLAW.COM

M: 512.582.2728
F: 512.318.2472

ATTENTION LEGAL INSURANCE MEMBERS – HYATT, ARAG & TEXAS LEGAL

PLEASE BE ADVISED THAT THIS FIRM WILL DO EVERYTHING POSSIBLE TO KEEP YOUR MATTER TO THE TIME CONFINES LIMITED BY YOUR INSURANCE.

PLEASE FURTHER UNDERSTAND THAT YOUR COVERAGE MAY ONLY BE LIMITED TO CERTAIN FUNCTIONS. FOR EXAMPLE: IF LIMITED TO DOCUMENT REVIEW, THE ATTORNEY WILL MOST LIKELY NEED TO DRAFT SOME TYPE OF ACTION WHICH YOUR INSURANCE MAY OR MAY NOT COVER AND WHICH YOU WILL BE RESPONSIBLE FOR. PLEASE UNDERSTAND THAT CERTAIN MATTERS REQUIRE WORK OUTSIDE THE SCOPE OF YOUR INSURANCE AND TO PROPERLY PERFORM THE SERVICE YOU REQUIRE, YOU MAY BE REQUIRED TO LEAVE A DEPOSIT. FAILURE TO LEAVE A DEPOSIT MAY PREVENT ATTORNEY FROM CONTINUING TO WORK ON YOUR FILE.