CONTRACTUAL AGREEMENT FOR LEGAL SERVICES (FAMILY LAW)

You have requested McNamara Law Office, PLLC ("the firm") to act as your attorney in _____. This contract sets forth the agreement for our representation of you. This agreement will become effective upon receipt of a signed copy of this agreement and upon the payment of the Fee Deposit.

You agree to pay our firm a Fee Deposit of $_____. The Fee Deposit will be credited against the overall fee and costs in your matter.

If your Fee Deposit falls below $_____, you agree to pay an additional Fee Deposit, within 10 days, in an amount sufficient to replenish the Fee Deposit to its original amount. Any unused Fee Deposit will be refunded to you on the conclusion of your matter. Depending on the progress, complexity, and conflict, it may become necessary to request that the Fee Deposit be increased. As your case proceeds, the additional fee deposit could be substantially more than the initial amount. If no agreement is made, an increase may be requested before trial. **Any balance due at the conclusion of your case must be paid before the final hearing.**

Fees will be based on these hourly rates and are payable in Harris County, Texas:

Brian McNamara	$500.00
Associate Attorney	$375.00
Paralegal	$100 to $225
Legal Asst. & Support Staff	$50 to $100

Any attorney or staff of the firm may work on your case. The minimum increment to be charged is 6 minutes. For Example: You will be charged 6 minutes of time for a phone call even though the actual call may have taken less than 6 minutes. Similarly, if the phone call took more than 6 minutes, but less than 12, you would be charged an additional 6 minutes.

It is impossible to determine in advance the time it will take to complete your case. If your case is dismissed, you will still be obligated for unpaid fees. Some services for which we charge include court appearances, conferences, telephone calls, reading and writing emails, reading and writing letters, research, review of material received from the opposing party, negotiation, and drafting.

These minimum fees will apply:

- Qualified Domestic Relations Order (Q.D.R.O.) or Non-Qualified Domestic Relations Order (D.R.O.): $750.00, which includes preparation of the QDRO or DRO; all agreed revisions requested by the plan administrator for approval; filing the document with the court & requesting that the judge sign it; court fees for obtaining a certified copy; and forwarding the certified copy to the plan administrator.

© Brian McNamara 2019

Initial_____

Disagreements about the language of the Q.D.R.O. or D.R.O., its interpretation, or enforcement, are not included;

- Real Estate Documents to transfer real property to one spouse (e.g., deeds & deeds of trust): $300.00 per document includes county recording fees & costs.

All court appearances will be billed at least two hours of the attorney's and paralegal's time (if the paralegal accompanies the attorney). If the appearance requires more than two hours, the actual time will be billed.

The attorney will decide whether to bring a paralegal to court. If the attorney brings a paralegal to court, the paralegal's time will be billed at the rate described in this agreement.

You agree to reimburse the firm for expenses incurred on your behalf. Expenses include filing fees, service fees, jury fees, copying costs, postage, courier fees, facsimile costs, parking fees, mileage, and court reporting fees. Expenses you will pay directly to the provider include the mediator's fee and expert fees. The firm will not obligate clients for large expenses without the client's approval.

We will do all we can to avoid having to work on your case outside normal business hours. If it becomes necessary to work on your case on a Saturday, Sunday, a Harris County holiday, or outside the hours of 8:00a.m. to 5:00p.m. on a workday, you agree to pay for the attorney's and paralegal's time at an amount equal to 1.5 times the hourly rates described above. The time will be billed in the same 6-minute increments described above. This same rate of 1.5 times the normal hourly rate will apply if you request us to provide legal services on a weekend, a Harris County holiday, or outside the hours of 8:00a.m. to 5:00p.m. on a workday.

Attorney's fees and expenses are due upon receipt of a statement or invoice from the firm. Questions or disputes about your billing statement must be brought to the firm's attention within 15 days of issuance of the bill. After 15 days have passed since the date on which the billing statement was issued all charges on that statement become final and may not be contested.

As a condition of employment, we retain the right to cease legal work and withdraw from representing you if payment for services rendered, or replenishment of the Fee Deposit, is not remitted according to this agreement. *If it becomes necessary to file a Motion to Withdraw, your execution of this fee agreement indicates your approval to the Court of the Motion to Withdraw* for lack of payment for services rendered or failure to replenish the Fee Deposit, and this agreement may be attached as an exhibit.

Among the reasons that we may terminate our attorney-client relationship are:

1. Your non-payment of fees or costs when due;
2. Your failure to replenish or increase the Fee Deposit when due;

© Brian McNamara 2019

Initial_____

3. Your failure to cooperate and comply with all reasonable requests of the firm;
4. Your engaging in conduct that renders it unreasonably difficult for the firm to carry out the purposes of this employment;
5. Any request by you that we act unlawfully or unethically;
6. Your failure to communicate with this law firm promptly and as requested by us;
7. Your insistence in pursuing objectives that the firm considers imprudent or with which the firm has a fundamental disagreement; and
8. Your insistence that the firm engage in conduct contrary to our professional judgment or advice.

If you request your file, it will be digital or electronic and, in a format, reasonably accessible to an ordinary person.

Interest at 18% per annum will be automatically charged on any previous balances due over 30 days from billing. If a check is returned by your financial institution, regardless of the reason, you agree to pay to the law firm the amount of the check within two (2) business days of notification that the check was returned, along with an additional fee of thirty dollars ($30.00) plus all amounts charged to the law firm by its financial institution because of the returned check.

If you are entitled to a refund, that refund will be issued in the same form as the original payment, except for cash. If you pay via credit card and a refund is due, that refund will be charged back to the same credit card after you provide us the credit card information (we do not retain credit card information). If you pay by cash, any refund will be issued by check.

Fees and costs ***might*** be awarded by the Judge against either party. Sometimes, the Court makes no order for fees and costs. Because fees and cost awards are unpredictable and completely at the Judge's discretion, you are liable for payment of the total fee. Amounts received under any court order or judgment will be credited to your account and any excess will be given to you.

We will keep you informed about the progress of your case. We will send you copies, via email, of all papers into and out of our office regarding your case. You will keep us informed of your email address and check it frequently. We recommend that you *acquire a new email address solely to correspond with this law firm* and that you do not make that email address known to the other party to your case. Often, a person knows enough information about the other party to gain access to that party's email account if the person knows of the account.

We cannot guarantee the security of email transmission, especially after they are received on your device. 1) Please initial to confirm your understanding that you are responsible for the security of emails between us. _____ (initials). 2) You probably do not own emails sent to & from your employment email address & you should assume that other people have access to your email and may read them. When you leave employment, your emails will remain the property of your employer. Please initial if you want us to use your

© Brian McNamara 2019

Initial_____

employment email address. _____ (initials).

The firm makes no representations, promises, or guarantees about the outcome of the case other than to provide reasonable and necessary legal services to the best of our ability.

This firm does not provide tax advice. Consult a tax expert regarding the effect of taxes on the potential outcome of your legal matter. _____ (initials).

In further consideration of our acceptance to provide you with legal representation, you assign to this firm a lien against all sums of money received by this firm to which you are or may be entitled for all unpaid attorney's fees and expenses contracted by you. You additionally appoint McNamara Law Office your attorneys in fact to negotiate, cash, and give receipt for any amounts paid to you from their representation of you.

Any disputes arising out of or connected with this agreement, including, but not limited to the services performed by any attorney, will be submitted to **Binding Arbitration** in Harris County, Texas, under Tex. Civ. Prac. & Rem. Code Ch. 171 and the Commercial Arbitration Rules of the American Arbitration Association, except this does not apply to any claims by the firm to recover its fees and expenses.

McNamara Law Office, PLLC

_____
For McNamara Law Office

CLIENT HAS COMPLETELY READ THIS CONTRACT; HAS NO QUESTIONS ABOUT IT; FULLY UNDERSTANDS IT; AGREES TO IT; AUTHORIZES A 3% PROCESSING FEE FOR CREDIT CARD PAYMENTS; AND PAYMENT OF THE FEE DEPOSIT BY (Method of payment, e.g. Check #1234 or Visa ending 1234)

_____.

DATE: _____

_____
Client

© Brian McNamara 2019

Initial_____