

The Sims Law Firm, PLLC
4665 Sweetwater Blvd., #106, Sugar Land, TX 77479

CLIENT INFORMATION FORM

Date: _____

Last Name

First Name

Middle Initial

DL# & State:

Soc. Sec. No.:

Date of Birth:

HOME ADDRESS

MAILING ADDRESS (if different from home address)

Street Address

Street Address

City State Zip

City State Zip

Contact Info:

Employer Information:

Home Phone: _____

Name: _____

Cell Phone: _____

Street Address (physical address)

Email: _____

City State Zip

Alternate Contact:

Name: _____

Phone# _____

FEE AGREEMENT FOR LEGAL REPRESENTATION

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, **Vijayakumar Karunakara Kurup**, hereinafter referred to as "CLIENT" do hereby employ **BRANDON SIMS**, hereinafter referred to as "ATTORNEY", to represent him as his attorney in the following matters:

That criminal cause of action, **Assault Causing Bodily Injury - Family Violence (Strangulation); The State of Texas vs. Vijayakumar Karunakara Kurup**, Case No. 20-DCR-091708, pending in the 268th in Fort Bend County, Texas.

CLIENT retains ATTORNEY to act as his lawful attorney-in-fact with the power and authority to represent CLIENT in regard to these particular matters, the ATTORNEY having the power to negotiate and act on the CLIENT's behalf. It is further agreed and understood, however, that the CLIENT expressly reserves the ultimate decision as to the disposition of this criminal cause and related matters.

1. FEE

It is hereby contracted and agreed to by and between the CLIENT and the ATTORNEY that the legal fees in this case shall be **Twelve Thousand dollars and no/100s (\$12,000.00)** plus costs without the necessity of a trial.

It is understood and agreed that said fee shall be paid as follows:

- a. Retainer in the amount of **Six Thousand Dollars and no/100s (\$6,000.00)** was paid on **May 26, 2020**.
- b. The remaining **Six Thousand Dollars and no/100s (\$6,000.00)** balance will be paid in three (3) monthly installments of **\$2,000.00 (\$2,000.00)** over the next 90 days. Installments shall be paid on June 26, 2020; July 26, 2020 and August 26, 2020. **ALL FEES DUE IN FULL BY August 26, 2020.**
- c. Trial fee, should case be set for trial, is **TRIAL FEE WAIVED**

CLIENT and ATTORNEY further understand and agree that the number of hours expended on these matters will depend on the effort required for advising and counseling; for investigating the law and the facts; for preparing for trial and negotiating with the attorneys involved; for drafting and briefs; for telephone conferences; for court appearances; for the filing of motions; for conferences; for correspondence; and for all other efforts necessary to properly represent the interests of the CLIENT.

CLIENT and ATTORNEY further understand that the amount of the above-listed fee is determined by considering the following factors, among others:

- a. The time and labor required, the novelty and difficulty of the question involved, and the skills requisite to perform the legal service properly;
- b. The possible preclusion of other employment by the Attorney;

- c. The fee customarily charged in the locality for similar legal services;
- d. The amount involved and the result obtained;
- e. The time limitations imposed by Client or by the circumstances;
- f. The nature and length of the professional relationship with this firm;
- g. The experience, reputation, and ability of the Attorney or Attorneys performing the services.

CLIENT further understands and agrees that the attorney fee agreed upon does not include services or expenses for an appeal or re-trial of these matters, if such should become necessary. In the event of an appeal or re-trial, a new and separate mutually acceptable agreement must be entered into by and between the parties hereto.

2. EXPENSES

CLIENT understands and agrees that he will pay court costs and all other expenses in these matters. Court costs and expenses shall include such items as filing fees, reproduction expenses, long distance calls, travel expense, costs of subpoenas and depositions, sheriff's fees, etc. CLIENT also understands and agrees to pay other reasonable expenses including, but not limited to, fees and bills from expert witnesses hired or consulted on behalf of said CLIENT in the preparation of her case. CLIENT further understands and agrees to reimburse ATTORNEY for such other costs and expenses advanced by him on behalf of the CLIENT as those costs are billed monthly during the pendency of these matters.

CLIENT further understands and agrees that the legal fee set out in paragraph 1 above does not include any expenses for experts, witnesses, court reporter transcripts, travel expenses for counsel and investigators, surety bonds, release fees, scientific tests, photographs, witness expenses, or other expenses the ATTORNEY considers necessary for the proper representation of the CLIENT. CLIENT understands that he retains the right to approve all such expenses in advance. CLIENT hereby agrees to pay in advance said expenses as said expenses are incurred by the ATTORNEY.

CLIENT further understands and agrees that the attorney fee agreed upon herein is for representation only in the matter set out above. The fee does not include ATTORNEY's legal services in any other matter. In the event that representation is required by any other Court or in any other matter, a new and separate mutually acceptable agreement must be made by and between the parties hereto.

3. REFUND

CLIENT further understands and agrees that should these matters be dismissed or settled in any other manner than by contested trial, no part of the attorney fee is to be refunded to CLIENT, and further understands and agrees that all fees are to be paid prior to the disposition of these matters. CLIENT further understands and agrees that the attorney fee set out above will be considered by all parties as earned at the time of payment and no part of that fee will be refunded to CLIENT.

4. WITHDRAWAL

CLIENT further understands and agrees that if the legal fee is not paid as agreed upon, the ATTORNEY may withdraw as counsel of record in these matters without reimbursement of any legal fee paid and may cease any further representation of CLIENT immediately.

5. COLLECTION

In the event that CLIENT fails to promptly pay all amounts due and owing as agreed and prior to the final disposition of these matters, CLIENT agrees that said law firm shall have the right to sue independently and collect the value of its services, including a reasonable attorney's fee.

6. ETHICAL CONSIDERATIONS

a. CLIENT does hereby acknowledge that the ATTORNEY has made no promises, assurances, or guarantees as to the outcome of these matters;

b. All parties hereby understand that the representation of the said CLIENT does not, and shall not, include any illegal or unethical actions on the part of the ATTORNEY, his staff, the Defendant, or any witnesses who may appear on behalf of the Defendant. It has been explained and is understood that acts of perjury, tampering with or fabricating physical evidence, hindering prosecution, and retaliation are illegal acts;

c. It has been explained and it is understood by the family of CLIENT that it is the legal and ethical obligation of the ATTORNEY to exercise his professional judgment solely on behalf of the CLIENT. Regardless of the fact that other family members may assist in the payment of legal fee to the ATTORNEY, the desires of others cannot and will not be allowed to impinge upon the independent judgment of the ATTORNEY, nor will those desires in any manner intrude upon the attorney-client relationship which exists between the CLIENT and the ATTORNEY;

d. While the ATTORNEY has made no promises or guarantees concerning the outcome of these matters, he has pledged to act in a competent, legal, honest manner, to represent the best interests of the CLIENT, and to maintain the confidentiality of the attorney-client relationship;

e. The CLIENT has been advised, understands and has agreed that it is against both State and Federal law to finance the payment of legal fees with funds derived from the commission of any offense. CLIENT, by agreeing to this contract, specifically and truthfully represents to the ATTORNEY that the attorney fee paid to said ATTORNEY, is not so derived, either in whole or in part.

7. ADDITIONAL ATTORNEYS

It is understood that the ATTORNEY retains the right to hire additional legal counsel to assist him in the representation of CLIENT. In that event, however, the expense of hiring additional counsel shall be borne by the ATTORNEY and shall not be the responsibility of CLIENT. The ATTORNEY shall use his sound judgment in the selection of additional counsel, and in any event, shall hire only counsel who is competent, ethical, and well-experienced in the defense of criminal matters.

8. SITUS

The place of performance of this contract is in Fort Bend County, Texas.

SIGNED AND AGREED TO on May 26, 2020.

THE SIMS LAW FIRM, PLLC
BRANDON SIMS

4665 Sweetwater Blvd., #106
Sugar Land, Texas 77479
Telephone No. (713) 314-7735
Fax No. (713) 456-2019

/s/ Brandon Sims

Vijayakumar Karanakara Kurup, DEFENDANT

By: _____
Brandon Sims