

**agreement for legal sErvices**

This Agreement for Legal Services (“Agreement”) is made on «Date»,by and between «Name» and **MONTY & RAMIREZ LLP** (“Monty & Ramirez” or “Firm”) for the purpose of setting forth the terms and conditions under which Monty & Ramirez will represent the Client. By this Agreement, Client retains Monty & Ramirez to provide legal representation in connection with the pending legal matter(s). This Agreement is written to set forth the terms of that retention and/or related matters and any possible related lawsuits that may arise.

1. **DUTIES**

Monty & Ramirez shall also provide Client those legal services reasonably required to advise represent Client and shall take reasonable steps to keep Client informed of the progress and to respond to Client’s inquiries. In order to do this, Client acknowledges that their current contact information is identified below or next to their signature line and agrees to promptly update the Firm of any changes. Further, Client authorizes the Firm to communicate with them and on their behalf via unencrypted email and understands that such communication carries certain risk.

Additionally, Client shall be forthright with Monty & Ramirez, cooperate and keep Monty & Ramirez informed of relevant developments, including any potential conflicts, which arise that were not brought to the attention of Monty & Ramirez prior to its retention. Client recognizes that Monty & Ramirez must abide by the Code of Professional Responsibility and all ethical obligations applicable to attorneys.

In the absence of a conflict as described above, Client acknowledges that the Firm will be free to represent any other client either generally or in any matter in which Client may have an interest, including, but not limited to: (i) agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy or insolvency; patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; and representation before regulatory authorities; and (ii) representation and advocacy with respect to legislative issues, policy issues, administrative proceedings, or rulemakings.

1. **RETAINER**

Representation of some legal matters such as representation in a court, arbitral, government matter, administrative proceeding, or any consulting may require a retainer as advance payment prior to the commencement of any legal work related to Client’s representation in a court, arbitral or administrative proceeding. In cases where a retainer is required, Monty & Ramirez will not initiate any legal work on behalf of Client until Monty & Ramirez has received Client’s retainer. Client agrees to pay [**$\_\_\_\_.00]** to Monty & Ramirez as a retainer prior to the commencement of any legal work related to Client’s representation. Client understands and agrees that the initial $7,500.00 retainer is not a budget or expected cost of representation. The retainer will be deposited into Monty & Ramirez’s trust account and dispersed as the work is done. Client further agrees that an additional retainer will be required where the initial retainer has been applied to services render and Client has not paid invoices in a timely manner.

1. **LEGAL FEES**

Monty & Ramirez and Client agree that the cost of legal services provided under this agreement will be billed at an hourly rate. The Firm will bill it’s time to the Client in one-tenth (1/10) of an hour increment, with the smallest time increment possible at 0.10 of an hour. Monty & Ramirez and Client agree that all legal matters shall be staffed in an efficient and cost-conscious manner. Monty & Ramirez shall determine the identity and number of attorneys to be involved in the representation of Client. Whenever possible, Monty & Ramirez will minimize legal expenses by relying upon an associate attorney, legal assistant, or law clerk, for less demanding tasks.

Client agrees to pay for all legal services rendered and to pay the applicable hourly rate in effect at the time services are rendered. Below is a schedule of hourly rates in effect, which may be adjusted:

| **NAME** | **TITLE** | **HOURLY RATE** |
| --- | --- | --- |
| **Jacob M. Monty**  Rated by Super Lawyershttp://content.tbls.org/images/logos/blue/tbls1-laborandemploymentlaw.jpg | Managing Partner of Firm and co-chair of Labor & Employment Section | $525.00 |
| **Daniel N. Ramirez**  Rated by Super Lawyershttp://content.tbls.org/images/logos/blue/tbls1-laborandemploymentlaw.jpg | Partner and co-chair of Labor & Employment Section | $450.00 |
| **Ruth Willars** | Partner | $450.00 |
|  | Associate Attorneys | $325.00-$375.00 |
|  | Law Clerks | $150.00-$175.00 |
|  | Legal Assistants | $100.00-$125.00 |

Client recognizes that these fees are from time to time adjusted, and that such adjustments to hourly rates are not made more than once during any calendar year unless otherwise approved by the Client.

1. **NON-REIMBURSABLE EXPENSES**

Monty & Ramirez, unlike many law firms, does not charge Client, and will not charge Client, for costs which are customarily incurred as a part of the operation of a law firm, and which are not directly related to providing services for Client. Hence, Client will *not* be charged for:

* **Legal Research, Legal Materials, or Books.**

# Long Distance Telephone calls; or

* **Faxes.**
* **First Class Postage**
* **Certified Mail**
* **In-Office Photocopying**

1. **REIMBURSABLE EXPENSES**

Client agrees to pay all reimbursable expenses incurred by Monty & Ramirez while performing services for Client. Such reimbursable expenses are all expenses other than those set forth in Paragraph IV. Customarily, such reimbursable expenses in a lawsuit, for example, include filing fees, expert witness fees, consultant fees, investigator fees, court reporter fees, process server fees, certified mail, special postage charges (*i.e*., any Express Mail or Federal Express), messenger/courier fees, mileage for travel, out-of-pocket costs for travel (including but not limited to airfare, car rental, and hotel), and other costs incurred directly related to services provided Client. Monty & Ramirez will bill client the attorney’s rate during travel time, if any, in relation to any legal work completed on behalf of the Client. Client agrees that all experts, expert witness, consultant, co-counsel, attorneys, investigator, third parties, translation and court reporter fees are to be billed directly to Client and Client will pay for such costs.

Additionally, Monty & Ramirez will charge Client an administrative flat fee of $125.00 during any month while representing a client in a lawsuit or government investigation when Monty & Ramirez is preparing or responding to written discovery involving over 150 pages, preparing, or responding to any pleading or motion that will be filed on behalf of Client over 150 pages, preparing for trial involving over 150 pages.

1. **STATEMENTS**

Monty & Ramirez will send Client statements, customarily monthly, for fees and costs incurred. Such statements will identify the identity of the service provider; times spent; and provide a brief description of services rendered. Statements will also include identification of the reimbursable expenses charged. Client shall promptly pay statements no later than fifteen (15) days from receipt. Questions regarding statements should be directed to the Billing Department at [accounting@montyramirezlaw.com](mailto:accounting@montyramirezlaw.com).

1. **DISCHARGE AND WITHDRAWAL**

Client may discharge Monty & Ramirez at any time. Monty & Ramirez may withdraw with Client’s consent or for good cause. Good cause includes, but is not limited to, Client’s breach of this Agreement, refusal to cooperate or to follow Monty & Ramirez’ advice on a material matter. Upon discharge or withdrawal, all fees and expenses become immediately payable. Without limiting its other remedies, Client grants Monty & Ramirez a lien on the file until outstanding fees and expenses are paid.

The Firm’s current document retention practice is to destroy client files 5 years after the matter has been closed, unless the Client makes a written request that the file be returned to them. If within 45 days of the matter being closed, Client has failed to retrieve the Client related file or request that the Firm forward the file to Client, by signing this Agreement, Client authorizes the Firm to destroy the Client materials consistent with its current document retention practice in effect at the time the matter is closed, and which may be less than 5 years.

1. **DISCLAIMER OF GUARANTEE**

The Firm cannot guarantee the outcome of any matter related to representing the Client in a lawsuit or advice or recommendations provided as part of the services Monty & Ramirez provides Client. Any expression of our professional judgment regarding the Client matter or the potential outcome is, of course, limited to our knowledge of the facts based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control. Either at the commencement or during the representations, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. By signing the Agreement or otherwise indicating Client’s acceptance of the Agreement, Client acknowledges that Monty & Ramirez has made no promises or guarantees to Client about the outcome of the representation, and nothing in this Agreement shall be construed as such a promise or guarantee.

1. **DISPUTES RELATED TO THIS AGREEMENT WILL BE RESOLVED**

**WITHOUT ANY LITIGATION**

Client and the Firm agree that all disputes arising out of this Agreement shall be settled by arbitration before the American Arbitration Association under its then applicable rules. The arbitration proceeding will take place in Houston, Texas and such proceeding shall be before a single arbitrator within thirty (30) days after either party first proposes an arbitrator to conduct the proceeding, then each party can then select an arbitrator and the two arbitrators shall select a third arbitrator, which third arbitrator shall conduct the proceeding. The decision of the arbitrator(s) shall be final and binding upon the parties. The arbitrator(s) shall render his award not later than thirty (30) days after the conclusion of the hearing. The decision and award shall be in writing, and counterpart copies shall be delivered to each of the parties. In rendering an award, the arbitrator(s) shall have no power to modify any of the provisions of this Agreement, and the jurisdiction of the arbitrator(s) is expressly limited accordingly. Judgment may be entered on the award of the arbitrator(s) and may be enforced in any competent court having jurisdiction.

Unless the parties otherwise agree, the arbitration will be governed by the substantive and procedural laws of the State of Texas.

1. **MODIFICATION TO OUR AGREEMENT**

The Agreement reflects our agreement on the terms of all engagements, and is not subject to any oral agreements, modifications, or understandings. Any changes in this Agreement must be made in writing by both Monty & Ramirez and Client.

1. **EFFECT OF PARTIAL VALIDITY**

If a judge, an act of law or common law finds that this agreement contains any term or provision to be invalid or against public policy or if the application of the term or provision is held to be invalid or against public policy, then, the remainder of this agreement shall not be affected and shall remain in full force and effect.

1. **CHOICE OF LAW**

This agreement has been made and entered into in the State of Texas. The laws of Texas will govern the validity and interpretation of this agreement and the performance due under it.

1. **THE STATE BAR OF TEXAS REQUIRES THAT WE PROVIDE THE FOLLOWING INFORMATION**

**(TEXAS GOVERNMENT CODE § 81.079):**

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 Office of General Counsel will provide Client with information about how to file a complaint. For more information, call toll-free 1-800-932-1900.

We look forward to working with you. Kindly indicate your understanding and acceptance of the above terms by signing this agreement below where indicated.

The terms referenced above have been read and are understood. A copy of this contract has been received and all of its terms have been accepted by all parties:

# [SIGNATURE PAGE FOLLOWS]

below.

The Client has reviewed the Agreement and executed this Agreement as of the date set forth

Authorized Signature Authorized Signature

«Date»

Date Date

|  |  |
| --- | --- |
| Name: | «Name» |
| Title: | «Title» |
| Address: | «Address\_Line\_1» |
| Cell: | «Cell» |
| Office: | «Work\_Phone» |
| E-mail: | «Email\_Address» |

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: |  |
| Cell: |  |
| Office: |  |
| E-mail: |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_«Date»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative Date

Monty & Ramirez LLP

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Houston, TX 77076

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(F) 281.493.5983