

RIVON LAW FIRM, PLLC

FEE AGREEMENT AND POWER OF ATTORNEY

Client: _____

Thank you for allowing Rivon Law Firm, PLLC (“Firm”) the opportunity to represent you. As a part of the Firm’s regular procedure in establishing a new matter, we are providing this Agreement to you so that you may know our policies and billing practices at the beginning of our relationship. We request that you acknowledge your receipt and understanding of this Agreement by signing and returning the original to us.

I. Scope of Service

You have retained the Firm to provide the following legal services:

____ You authorize the Firm to do whatever is reasonably necessary and appropriate in our professional judgment to represent you properly and, to incur the costs and expenses reasonably necessary to handle your matter. **We cannot make representations to you regarding the probability of ultimate success in your matter, nor can we guarantee any particular result.** However, we do agree to exert in good faith our best reasonable, ethical and professional efforts on your behalf.

____ You agree to cooperate fully and to give us truthful and accurate information. You agree to provide all information or documents that are required to proceed with your case. We may terminate our representation of you at any time. We may terminate and/or withdraw from representing you in this matter with or without cause, if you are in breach of this Agreement, if such action is required or permitted by our Code of Professional Ethics, or if you fail to comply with a court order.

Unless a new agreement is made, this fee agreement will not apply to any other legal service. The Firm reserves the right to renew and modify our fee agreements or, alternatively, may require a new fee agreement if additional or other services are required. The Firm’s initial representation **does not** include a motion for new trial of this case, an appeal, any post-judgment enforcement or a qualified domestic relations order (QDRO) filed by you or opposing party. Also, the Firm does not offer tax advice and refer you to a certified public accountant.

II. Hourly Fees and Retainer

Retainer: \$_____. The Retainer is advance payment for future work and may be applied toward any unpaid bill. **The Retainer is NOT total cost of your representation.** We cannot predict the total amount of your legal fees and costs necessary to finalize your case. We are a billable firm and our time and expenses are dependent upon a variety of factors; some of which are outside our control. As such, we require that you maintain a positive balance in your account

of at least \$1,000.00 during the entire term of this Agreement. If a client's account is reduced below \$1,000.00, the client will be notified of the same and be required to pay an additional retainer to the Firm to replenish your trust account.

_____ If you failed to do so within ten (10) day, then you hereby immediately authorize the Firm to charge the card or account on page 2 of this Agreement and/or any other card or account on file with the Firm to replenish your trust account back to the original retainer amount. If you are unable to keep this minimum retainer amount, without express written approval from the Firm, then the Firm may terminate this Agreement, cease work, withdraw as the Client's attorney and have no further responsibility to work on the Client's case.

You may be asked for additional funds if it appears that the anticipated fees and costs will exceed the balance in your account. For your planning purposes, the average retainer is \$3,500 for a deposition and a ½ day mediation or a half-day hearing, \$7,500 for a non-jury trial, and \$15,000 for a jury trial. We may ask for more, or less, taking into consideration the factors in your case and all fees must be paid prior to any hearings, depositions or mediations. Please be aware that it is our normal policy to discontinue work in the event of nonpayment.

Any retainer remaining at the conclusion of the matter will be refunded once the matter is closed and billing finalized. Please allow 30 days to process the refund.

_____ We will provide you with a billing statement regarding fees and costs incurred. Our customary procedure is to send a statement to you once per month. If the statement shows an amount due, then we request immediate payment. If your undisputed account remains unpaid ten (10) days after the statement date, then you authorize the Firm to charge the following card or account, or updated card or accounted information provided by you to the Firm, for that amount.

Credit or Debit Card:

Name: _____

Billing Address: _____

Card Type: American Express MasterCard Visa Discover

Card Number: _____

Expiration Date: _____

Security Code: _____

Email Address: _____

Telephone Number: _____

There is a 3% convenience fee charged for all card transactions. By using a card to pay for fees associated with your account, then you agree and accept the 3% charge added to your account. If you are not agreeable to the fee, then please pay via cash, cashier's check or money order.

eCheck option:

Account Holder Type: _____ Individual Account _____ Business Account (check one)

Account Type: _____ Checking _____ Savings (check one)

Name: _____

Account Number: _____

Routing Number: _____

There is a \$5.00 processing fee for all eCheck transactions. By using an eCheck to pay for fees associated with your account, then you agree and accept the \$5.00 charge added to your account. If you are not agreeable to the fee, then please pay via cash, cashier's check or money order.

_____ The Firm bills at an hourly rate. Attorney billing rates range from \$350.00 per hour and staff billing rates range from \$150.00 per hour. These rates are subject to increase during representation. If a rate increase becomes effective during my representation of your case, you will be noticed in writing.

_____ Weekend hourly rates increase to time and one-half (1.5x) the normal hourly rate and will apply to all work including, but not limited to, e-mails, phone calls, text messages, drafting and/or hearings on your case on a Saturday, Sunday or holiday if that work performed during that time period at your request, or if it is necessary to perform the work during that time period due to an action by you (for example, turning in documents required to complete a discovery response on a Friday when the discovery response is due on the following Monday). Hours are billed in one-tenth hour increments, with certain minimums: 1.0 hr for document preparation, 1.0 hr for court appearance, 0.2 hr for correspondence, 0.2 hr for a telephone call, and 0.5 hr for e-filing. The Firm charges an initial file set-up fee of \$65.00. Additional expenses will be billed to you and all third-party vendor expenses will be your direct responsibility. These may include but are not limited to court costs, depositions, copies (\$0.15), faxes, filing fees, e-filing fees, postage, travel, legal research, service fees, delivery fees, bates stamping, experts, and professional fees.

If your account has a guarantor, you authorize us to communicate such information to the guarantor as may be necessary, in our sole opinion, for payment. Confidential information regarding a delinquent account may be disclosed to third parties, including a credit-reporting agency or credit card company. In the event litigation becomes necessary, you agree to pay reasonable and necessary attorneys' fees, costs of court, post-judgment interest of 18% of the highest amount allowed by law, and any other incurred costs.

If a check (including e-check) is returned unpaid for any reason (such as insufficient funds, account closed, no account found) other than the admitted error of the bank, You must pay in cash, cashier's check, money order or credit card immediately and a \$35 service fee is assessed for each returned check.

The Firm may attempt to recover its fees from the other side in a dispute, an estate or trust, or a third party, However, you remain primarily liable for the total billed amount, regardless of any amount awarded against or recovered from any other source.

The obligation for payment is an obligation of your estate. To secure payment of your account, you grant the Firm a lien and an assignment against any and all bonds which you have filed, upon sums of money to which you are or may become entitled, and on monies, property and judgments recovered or awarded to you. You authorize the Firm to file any documents necessary to give notice of the lien and assignment and to cause the Firm's portion of the recovery to be awarded to the Firm in any judgment or Order.

III. General Terms

The Firm will not aid you in placing false testimony or other material into evidence, and it will not advance any defense or position that is not believed to be true or to have legal merit.

You agree to timely appear at depositions, mediations, arbitrations, and court hearings, to comply with all of the Firm's requests in connection with the preparation and presentation of your case, and to notify us of any change of contact information. The Firm does not retain copies of your file and emails you a copy of all pleadings at the time they are received. **You acknowledge and agree that you accept electronic delivery of your file.** You should retain all originals and copies you desire among your own electronic or paper files for future reference. Please note that, at the conclusion of your case, if the Firm has any paper documents and/or originals, you should pick them up within thirty (30) days. If you do not pick up the documents and/or originals, you agree to allow the Firm to shred and destroy them.

It may become necessary for the Firm to take certain actions in your name. You appoint the Firm as your lawful attorney-in-fact with full power and authority to receive, negotiate, cash, and give receipt for any amounts paid to or on your behalf, to do all things in connection with the handling of this case, including, but not limited to, the power and authority to execute pleadings and other instruments, to file this Agreement in the public records, and to approve the form of settlement agreements, orders, or judgments, whether temporary or final, and all other documents you could properly execute personally. This appointment survives termination of this Agreement to the extent necessary for the Firm to discharge its professional obligations and until all outstanding bills have been paid. **The right to agree to settlement in your matter is reserved solely to you.** By your signature to this agreement, you certify that the money paid is solely for your benefit and does not constitute proceeds from unlawful activities.

____ You agree to pay the sums billed. **If you dispute any part of your services or billing, please immediately, but not later than 10 days, notify the Firm in writing with a detailed account of your concerns. We will make every effort to promptly address your concerns. Please note that staff is not authorized to compromise a bill, agree to a pay-out arrangement or to modify this Agreement.** An account is delinquent if it is not paid within ten days. Past-due accounts incur a late fee of \$25.00 per month. No charges will be incurred on amounts timely disputed in accordance with this Agreement until the Firm has investigated and responded to your

dispute. However, you should timely pay all non-disputed amounts and charges will continue to accrue on undisputed delinquent amounts. **If you have an outstanding balance on your account, then work will be ceased on your case in order to avoid additional fees being incurred in your case.** All sums due under this Agreement are payable in Dallas County, Texas. You agree to personal jurisdiction in the State of Texas and venue in Dallas County, Texas. The laws of the State of Texas shall govern the construction and enforcement of this Agreement. **The terms of this Agreement, including the rate of attorney's fees or paralegal fees, are subject to change without notice to you.**

_____ You agree to pay all outstanding costs for legal fees, costs, expenses, third party invoices and/or estimated costs of services to finalize or prove up an agreement, order or decree before the case will be finalized, proven up or any attorney's signature is affixed on the final document, unless an agreement is made between You and the Rivon Law Firm, PLLC in advance.

All lawyers in Texas have an obligation to maintain a high standard of ethical conduct toward their Clients and others. To enforce this standard, the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. If you feel that misconduct may have occurred or if you have questions regarding the disciplinary process, you may call or write the State Bar of Texas, P.O. Box 12487, Austin, Texas 78711 (512) 463-1381 or 1-800-932-1900 (toll free).

We prefer to communicate with you via email; however, e-mail is not guaranteed to be secure and could reveal information that would otherwise be confidential and privileged. If you agree to accept email communications, please initial and complete the following:

_____ You consent to receive all pleadings, billings and other communications via the following email address: _____

(Please DO NOT give the Firm an email address for you that belongs to someone else, such as your employer, or that is accessible by a third party, as this could jeopardize your case.) It is your responsibility to ensure that the e-mail address is valid and that the Firm's communication with you are not being sent to your spam or junk mailbox. By agreeing and consenting to receive electronic communication and documents, you also agree and consent to allowing the Firm to store and/or maintain your data, information, billing records and/or files related to your case on a cloud base and/or remote storage system during the Firm's representation of your case.

The Firm requests that you allow the attorneys or staff to return any phone call or email within seventy-two (72) hours. The Firm is frequently in trial, hearings, mediations, depositions, client meetings and are not able to immediately return your communications. However, they will be returned as soon as possible.

_____ By your signature below, you acknowledge that you have read this Agreement, that all of your questions regarding this Agreement have been answered, that you understand the Agreement and consider it to be fair and reasonable, that this Agreement contains the entire agreement of the parties and supersedes all prior agreements, written or oral, and that this Agreement may only be modified in writing signed by the Manager of the Firm. **THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND THE FIRM. YOU ARE ADVISED TO HAVE**

INDEPENDENT LEGAL COUNSEL REVIEW THIS CONTRACT ON YOUR BEHALF. THE FIRM HAS A CONFLICT OF INTEREST THAT PREVENTS IT FROM REPRESENTING YOU IN CONNECTION WITH THE NEGOTIATION, PREPARATION, OR EXECUTION OF THIS AGREEMENT.

We are very much aware that we are in a service business and that you, as a Client, are the lifeblood of our practice. We truly appreciate the opportunity to represent you, and we look forward to continuing a mutually beneficial relationship.

Date: _____ Client Signature: _____

UNSWORN DECLARATION

Pursuant to Texas Civil Practice and Remedies Code Section 132.001, I make the following unsworn declaration.

My name is _____, my date of birth is _____,

and my address is _____, _____ in

_____ County. I declare under penalty of perjury that the foregoing document is true and correct.

Executed in _____ County, State of Texas, on _____, 2020.

IF THE RETAINER PAYMENT IS BEING MADE BY A PERSON OTHER THAN THE CLIENT, A GUARANTEE AGREEMENT MUST BE COMPLETED AND SIGNED.