



# MADDOCKS

Attorneys at Law  
[www.tmaddocks.com](http://www.tmaddocks.com)

Date

## Via E-Mail

Re: Engagement for Legal Services

Dear \_\_\_\_\_:

Thank you for engaging me to provide legal services. The purpose of this letter is to describe the scope and terms of my engagement for \_\_\_\_\_, as well as \_\_\_\_\_, (collectively, “you”).

I understand that you require counsel with regard to \_\_\_\_\_ which will include reviewing and opining about \_\_\_\_\_ (the “Project”) and attempting to secure a settlement there from. I estimate that my fees for the Project will likely fall within the range of \$\_\_\_\_\_ to \$\_\_\_\_\_, excluding disbursements, as described below. Should litigation be required I expect that we will need to revisit this appraisal while we also contact litigation counsel.

In order to begin work on the Project, I require a retainer of \$\_\_\_\_\_ to be billed against as work is performed and expenses are incurred. My agreement to provide legal representation in the above referenced matter is conditioned not only on your execution of this engagement letter, but also on payment of the requested deposit. The balance of the retainer, if any, will be returned to you upon completion of the Project. Please make your check payable to Todd D. Maddocks and mail it to the address found in the footer of this page.

To the extent that you engage me to provide additional services my fees will be calculated on an hourly basis based on the time devoted to the assignment. My billing time includes, among other things, consultations, correspondence, meetings, telephone calls, negotiations, investigations, legal research, document preparation and travel outside the DFW metroplex on your behalf. Each month you will receive a bill for the services that I performed during the previous month. To the extent that I perform services on an hourly basis, my bill will identify the work performed, the amount of time devoted to the work, and the hourly rate. My current hourly rate is \$300. My rates are subject to change, thereafter but I will provide you with 30 days advance notice prior to raising the rates.

My monthly bill also will include out-of-pocket expenses which I call “disbursements,” which are in addition to my fees for services. Disbursements are all expenses that I incur on your behalf including, without limitation, photocopying, travel, charges for long distance telephone

calls and facsimile transmissions, messenger fees, computerized legal research fees (such as Lexis and Westlaw), filing fees, court fees, and expert fees. Although I will make every effort to ensure that your monthly bills are as complete as possible, some disbursements are not always available until after the monthly bills is sent out and will be billed for later.

You may terminate my representation, by providing me written notice of termination, at any time. I have the same right to terminate the engagement and may discontinue providing legal services if you fail to pay my bills promptly or if you misrepresent or fail to disclose any material facts in the course of my representation, or if anything else occurs that, in my judgment, impairs my attorney-client relationship. In the event of any such termination, you must promptly pay all of my fees and reimburse me for all disbursements made on your behalf, whether or not previously billed. I will apply any remaining deposit against all fees and disbursements (whether or not previously billed) and will thereafter account to you as to any unused deposit that I hold.

#### INFORMATION FROM YOU

I will not be responsible for independently verifying the truth or accuracy of information supplied to me by you or on your behalf. Your delivery of such information to me constitutes a warranty of its accuracy and completeness. In addition, you understand that I will be relying on you to review for correctness all applications and other communications that I draft or that will or could be submitted to regulatory authorities or be reviewed by examiners or other third parties.

#### E-MAIL COMMUNICATIONS

You recognize that technology is ever-evolving and that electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communications being mis-sent. Nonetheless, for efficiency purposes, you authorize me to transmit information, including information of a confidential nature, to you by e-mail.

#### DOCUMENT RETENTION

I will retain all documents you furnish me in my client files for this matter. At the conclusion of this matter, it will be your obligation to advise me which, if any, of the documents in my files are to be returned to you. I may keep copies for my records to the extent I deem advisable. I will retain any remaining documents in my files for a limited period of time and ultimately will destroy them in accordance with my retention program then in effect. Please note that all work products is my property.

## CONFLICTS OF INTEREST

As of the date of this letter, I have conducted a search of my other client relationships in order to determine whether this representation would create a conflict of interest in connection with any other of my attorney-client relationships. Notwithstanding that fact, issues involving the legal affairs of my other clients, while not currently perceived to be adverse to you could become adverse at a future date. If this occurs, I could not represent you in a matter adverse to another client, and you would be required to retain new counsel to represent your interests in the matter. In such event, I will spend sufficient time with replacement counsel to educate them in relation to the status of the engagement, to the extent of my involvement, at no cost or expense to you.

## COMPLAINT TO STATE BAR

The State Bar of Texas requires I advise you as follows:

“The State Bar 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 you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.”

## WARRANTY DISCLAIMER

As is true with all legal services, I cannot, and do not, guarantee the results from my representation. I make no express warranties concerning this transaction, and disclaim any implied warranties concerning it.

## GOVERNING LAW; COMPLETE AGREEMENT

This engagement letter, and the relationship between you and me (including any dispute), shall be governed by the laws of the State of Texas. This engagement letter contains the entire agreement between you and I regarding the matters described herein and supersedes any and all prior oral or written agreements.

This engagement letter may only be changed by a written amendment executed by both you and me, except that the purpose of the engagement as defined on the first page may be changed by a letter sent to you.

Please sign and return a copy of this letter with the retainer described in the third paragraph of this letter indicating your receipt and agreement with these terms and conditions of my engagement.

Thank you for your confidence in my firm. I look forward to working with you and am confident that you will be pleased with my services. Please call me if you have any questions regarding this letter agreement.

Very truly yours,

Todd D. Maddocks, Esq.

ACCEPTED AND AGREED TO

This \_\_\_\_\_ day of

By: \_\_\_\_\_

Title: \_\_\_\_\_

– Individually

\_\_\_\_\_