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DAVID R. SCHLEICHER (DC, TX, & WA) KRISTOFER R. SCHLEICHER (TX)—Of Counsel—Fort Worth

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## ATTORNEY-CLIENT AGREEMENT

Business, Non-Profit, and Government (Non-Federal) Matters

Effective January 2026

Client Name:

Client Code:

**IMPORTANT NOTICE:** Until the law firm confirms receipt of this signed Agreement and of the initial deposit, the firm and its attorneys are not representing you. Until then you should not look to them for legal advice nor expect them to track legal deadlines. If you have not finalized representation within two weeks of receiving this Agreement, the offer to represent you expires unless we notify you in writing to the contrary.

Scope of Representation:

Special Provisions (if any):

### I. FEES AND PAYMENT

#### A. Initial Deposit Toward Future Work and Expenses (firm checks applicable box):

<input checked="" type="checkbox"/>	Matter Type	Initial Deposit Amount
	Simple matters	\$5,000
	Litigation or administrative action expected/pending	\$10,000
	Complex matters	\$25,000

Any unused funds will be refunded at the conclusion of representation. Additional deposits will be required if the matter is not resolved promptly and there is not a card or checking account on file (see below about standard versus discounted rates).

**Payment Methods:** Credit/debit card or bank account at [www.DepositToTrust.com](http://www.DepositToTrust.com), or via paper check, money order, or cashier's check

## B. Hourly Rates

(These take into account that the firm has represented clients around the world and that attorney David Schleicher has been licensed since 1989.)

Rate Type	Attorney	Paralegal
<b>Prepaid Rate (20% discount)</b>	\$400/hr	\$148/hr
Standard Rate	\$500/hr	\$185/hr
Travel time between metropolitan areas	No charge	N/A

## C. Prepaid Rate Eligibility

The discounted prepaid rates apply only if:

- (1) funds remain in your trust account from your initial deposit;
- (2) you have a credit/debit card or checking account on file for automatic billing; or
- (3) you have deposited sufficient additional funds in advance to cover the next invoice.

The prepaid discount allows the firm to avoid diverting resources to collections. (For automatic billing, you first receive a bill showing time activities and charges. The system then typically emails you an FYI alert of the upcoming charge that will be run automatically.

## D. Fee Recovery Upon Favorable Outcome

If you receive a favorable administrative/court decision or settlement, you are responsible for repaying the difference between prepaid and standard rates, subject to these conditions:

- The firm will seek to recover fees from the opposing party at standard rates.
- Any fees recovered first reimburse you for fees you already paid. If less than all the fees you paid are recovered, you are not charged for fees lost to the discount.
- This discount recovery applies only to the extent fees recovered exceed fees paid.
- In event of a lump sum settlement, the portion attributable to fees will be calculated on the basis of what percentage of our settlement demand they comprised.

**Note:** There are many circumstances in which fees may not be recovered fully, if at all.

## E. Time Calculations

Attorney time is billed in six-minute increments (tenths of an hour). As contrasted with some other firms, travel time generally is not charged unless spent working on your case.

## F. Other Attorneys

If work is needed by another attorney, that attorney's rates apply and may differ. Attorneys who may assist include Kristofer Schleicher (Fort Worth, Texas) and Marsha Normand (Beaumont, Texas).

## II. EXPENSES AND COSTS

Item	Policy
Airfare, hotel, similar expenses	FREE to client (built into the hourly rate)
Individual expenses \$100 or less	
Individual expenses over \$100	Billed to client
Expenses over \$200	Advance deposit may be required

**Examples of billable expenses when over \$100:** Court reporter charges, FedEx shipping, exhibit book preparation, court filing fees, and process server charges.

## III. BILLING AND PAYMENT

### A. Billing Frequency

Bills are issued approximately monthly, including a statement showing recent payment history and an invoice for the current period. Billing may be less frequent when amounts are small. Bill questions should be raised promptly, especially when auto-charges in effect.

### B. Payment Terms

- **Standard payment:** Due within 30 days of invoice date.
- **Prepaid clients:** Payment processed automatically after bill is sent.
- Note that paper checks may be scanned and processed electronically.

### C. Potential Consequences of Late or Failed Payments

- Simple Interest of 10% APR on past-due amounts
- Loss of prepaid discount on future work
- Work may cease until account is current
- Representation may be terminated
- NSF charges passed through (maximum allowed by law)
- Credit bureau reporting (if permitted by bar rules)

### D. Initial Consultation

The initial consultation is FREE. However, extended consultations requiring document review or legal research may be charged. A charge for an extended consultation does not by itself establish an attorney-client relationship.

## IV. POTENTIAL RECOVERY AND RISKS

### A. Litigation Risks

Consider the cost of litigation to be an investment you should not pursue unless you can afford to lose what you spend. Even strong cases carry some risk. Well-funded opponents may prolong litigation. Outcomes vary with each case's facts and circumstances.

## B. Types of Recovery

What you may recover depends on the type of claim and forum:

- **Contract claims:** May recover attorney fees if winning, but typically not mental anguish damages.
- **Tort claims (e.g., defamation):** May recover compensatory damages, but typically not attorney fees.
- **Professional license defense:** May keep license but not recover damages or fees.
- **Claims against government bodies:** Cannot recover punitive damages; recovery may be limited or litigation may be barred altogether due to immunity defenses.

## C. Depositions and Expert Witnesses

Depositions can cost ~\$500–\$1,500+ each. Expert witnesses also add considerable expense. These expenses may be necessary but recovery of their cost is not guaranteed.

## D. Settlement

Most cases that survive motions to dismiss settle before trial. Settlement typically means both sides accept less favorable terms than hoped for in exchange for certainty. Settlement is a businesslike conclusion, not an admission of wrongdoing or fault.

## V. TERMINATION OF REPRESENTATION

### A. Notice Required

Either party may terminate with at least two weeks' written notice. Termination does not relieve the obligation to pay for prior work and expenses. If a suit is underway, court approval of an attorney's withdrawal may be required if the client does not consent.

### B. Examples of Grounds for Termination by Firm

- Non-payment or late payment
- Failure to cooperate timely in pursuing claims
- Inappropriate micro-management of legal strategy
- Repeated disregard of legal advice
- Conclusion by the firm that further pursuit would not be productive
- Client dishonesty
- **Client bankruptcy filing (automatic termination):** Filing bankruptcy substantially complicates your case and may end your ability to pursue claims. You must notify the firm before filing. A client's bankruptcy filing automatically terminates representation under this Agreement unless ethics standards or court rules require otherwise.

### C. Conclusion of Representation

You will be notified when representation is complete. After final bills are paid, any trust funds remaining after final billing will be returned.

## VI. DISPUTE RESOLUTION AND GOVERNING LAW

- **Governing Law:** Texas law applies (regardless of its choice-of-law rules).
- **Bar Rules Control:** If any provision of this Agreement conflicts with bar rules or applicable law, the Agreement is treated as automatically amended to comply.
- **Severability:** If any provision is unenforceable, the remainder continues in effect.

**NOTICE: BAR ASSOCIATIONS INVESTIGATE AND PROSECUTE PROFESSIONAL MISCONDUCT COMMITTED BY ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, BAR ASSOCIATIONS CAN PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. THE TOLL-FREE PHONE NUMBER FOR THE STATE BAR OF TEXAS OFFICE OF GENERAL COUNSEL IS 800-932-1900 AND THE DISTRICT OF COLUMBIA BAR ASSOCIATION MAY BE REACHED AT 202-737-4700. THE WASHINGTON STATE BAR ASSOCIATION MAY BE REACHED AT 800-945-WSBA OR WWW.WSBA.ORG.**

## VII. ADDITIONAL TERMS

### A. Local Counsel

If involved in a suit outside Texas, local counsel may be required at additional cost.

### B. Conflicts of Interest

If a conflict arises between you and another client, we typically continue with the client we began representing first. The more recent one then must find a new law firm.

### C. Professional Conduct

We avoid unnecessarily antagonizing opposing counsel. This approach minimizes costs and improves outcomes. See "Texas Lawyer's Creed" ([txethics.org/reference\\_creed.asp](http://txethics.org/reference_creed.asp)) and "Texas Standards for Appellate Conduct" for expectations.

### D. Lien for Fees

Client grants the firm a lien on any recovery to the extent necessary to pay outstanding charges. Client assigns proceeds from fee recovery to the firm (except amounts needed to reimburse client for fees already paid).

#### **E. Medical Expenses**

If suing to recover medical expenses, a portion of recovery may be set aside to repay insurers or the government. Medicare-related settlements may require a separate account.

#### **F. Communication Security**

No communication method is 100% secure. For extremely confidential matters, encrypted transmission can be arranged. Using someone else's email system may waive attorney-client privilege.

#### **G. Document Preservation**

**PRESERVE** all emails, social media posts, and other electronic and paper records related to your dispute. Failure to preserve evidence may result in a court assuming the evidence would have been helpful to the other side.

#### **H. No Tax Advice**

The attorneys and staff of this firm are not certified public accountants and do not provide tax advice. Any discussion of tax implications is general in nature and should not be relied upon for tax planning or reporting purposes. You should consult a qualified tax professional regarding the tax consequences of any settlement, judgment, or other matter we handle.

#### **I. Entire Agreement**

This document constitutes the entire agreement regarding your relationship with the law firm and its attorneys. No other terms, representations, or promises apply. Modifications must be in writing, signed by both parties, dated, and reference this original Agreement.

#### **SIGNATURE PAGE**

*You are welcome to have an independent attorney review this Agreement. By signing, you acknowledge that you enter into this Agreement freely and understand its meaning and legal effects. Do not sign until all questions are resolved. If you do not hire this firm, obtain other legal representation promptly—missed deadlines are a leading cause of lost claims.*

#### **I UNDERSTAND AND AGREE TO ALL TERMS OF THIS AGREEMENT:**

<b>Client Name (if different from signer)</b>	<b>SAMPLE</b>
<b>Printed Full Name</b>	<b>SAMPLE</b>
<b>Date Signed</b>	<b>SAMPLE</b>
<b>Title (if signing for company/organization)</b>	<b>SAMPLE</b>
<b>Signature</b>	<b>SAMPLE</b>

**INITIAL  
HERE:**

I have been cautioned that **disclosing communications between me and my legal counsel to others can waive attorney-client privilege** and may result in the opposing party seeking a court order requiring disclosure of them. **Similarly, any communications I have with others about the case** and my claims may result in my having to produce the written communications in the discovery process and possibly being asked in deposition what was said.

#### CLIENT CONTACT INFORMATION

<b>Email for Bills (via PDF):</b>	
<b>Mobile Phone:</b>	
<b>Work Phone:</b>	
<b>Mailing Address:</b>	
<b>Additional Email:</b>	
<b>Emergency Contact (name, phone, and email)</b>	

#### RETURN SIGNED AGREEMENT TO:

**Email:** lawfirm@smallbiz.law or david@corplawfirm.com **or fax:** 800-809-0473

**Or mail:** Schleicher Law Firm, PLLC | 510 Austin Ave., Ste. 110 | Waco, TX 76701