



# Hutton Law, PLLC

## ATTORNEY FEE CONTRACT

### I. Identification of Client:

- A. The name(s) of the persons to be designated in this agreement as “Client” are as follows:

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Client desires to be contacted at the address indicated at the bottom of this contract.

- B. Any limitations on the contact to the client as far as time or place will be as designated by the client at the end of this Agreement.
- C. In the event Attorney is unable to contact Client, Attorney may contact those persons indicated at the end of this Agreement.

### II. Identification of Attorneys:

Client understands that the following attorneys (“Attorney”) may be working on this case.

Timothy Hutton

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Attorney may be contacted at the addresses and phone numbers indicated at the end of this contract. Client is authorized to contact Attorney either by telephone, by mail, or by electronic mail at the following electronic mail address: timothy.hutton@austintexaslegal.com

Client may also contact Attorney through the Attorney’s legal support staff, primarily the following person(s): tiffany@austintexaslegal.com

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The office hours of Attorney for purposes of normal contact are normal business hours days per week, typical State of Federal holidays excluded.

### III. Client Matter and Subject of Representation:

- A. New Matter - Client retains attorney to represent Client in any and all claims, defenses to which the Client may be entitled in connection with the following:

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**IV. Fee Basis:**

Client agrees to pay for services rendered as follows:

- A. Attorney Hourly Rate: \$225/hour
- B. Paralegal Hourly Rate: \$50/hour
- C. Retainer To Be Paid: \$
- D. Consultation Fee \$0

**V. Paid: Expenses:**

- A. Client agrees to reimburse Attorney for any and all out of pocket expenses incurred by attorney in connection with the prosecution and settlement of claims, including but not limited to, court costs, filing fees, deposition fee, transcript fees, reproduction fees, expert witness fees, travel expenses, investigative expenses, long distance telephone expenses, and other expenses which Attorney determines to be necessary in the pursuit of Client's claims.
- B. Disclaimer of Non-litigation Expenses: The Attorney's responsibility to prepay any and all expenses associated with the legal matter do not include any of the following:
  - i. Normal day-to-day living expenses of the Client and/or Client's family;
  - ii. Payment of medical bills for services provided, except upon the financial distribution of settlement proceeds, or other damages recovered in resolution of the Client's claims; and
  - iii. The Client's legal fees incurred for matters not associated with the matters for which Attorney has been retained, or for any other expense incurred by the Client including tuition, fines or other expenses not directly incurred in the pursuit of Client's claims or as directed by the Attorney.

**VI. Expenses:**

- A. Client agrees to reimburse Attorney for any and all out of pocket expenses incurred by attorney in connection with the prosecution and settlement of claims, including but not limited to, court costs, filing fees, deposition fee, transcript fees, reproduction fees, expert witness fees, travel expenses, investigative expenses, long distance telephone expenses, and other expenses which Attorney determines to be necessary in the pursuit of Client's claims.

- B. Disclaimer of Non-litigation Expenses: The Attorney's responsibility to prepay any and all expenses associated with the legal matter do not include any of the following:
- i. Normal day-to-day living expenses of the Client and/or Client's family;
  - ii. Payment of medical bills for services provided, except upon the financial distribution of settlement proceeds, or other damages recovered in resolution of the Client's claims; and
  - iii. The Client's legal fees incurred for matters not associated with the matters for which Attorney has been retained, or for any other expense incurred by the Client including tuition, fines or other expenses not directly incurred in the pursuit of Client's claims or as directed by the Attorney.

**VII. Attorney's Representations and Warranties:**

Client understands Attorney(s) have made no representations, promises or warranties concerning the likelihood of a favorable outcome on any action filed or to be filed. Any statements by Attorneys in this regard are statements of opinion only.

**VIII. Attorney Duties:**

Attorney agrees to represent Client at all hearings, trials, mediations, or settlement conferences in the above referenced matter and any related matter necessary to the resolution to the pending controversy. Attorney will communicate all settlement offers with Client and will not settle or compromise any of Client's claims without Client's authorization.

**IX. Client's Rights:**

- A. You have the right to be kept informed on the progress of this case;
- B. You have the right to expect our office to collaborate with you to seek a resolution of your legal matter with dignity and integrity;
- C. You have a right to an accounting of all funds or property coming into our possession and a complete explanation of attorney's fees;
- D. You have the right to expect the respect and courtesy of our staff.

**X. Client Responsibilities:**

Attorney and Client agree that the Client will have the following duties in pursuit of a resolution of Client's claims:

- A. To cooperate fully with reasonable requests of Attorneys in furtherance of their claims and causes of action;

- B. Appearing at court hearings, trials, depositions, mediations and attorney/client conferences. In this regard, Attorneys agree to attempt to schedule any of the above events at times convenient to Client whenever possible. Client acknowledges, however, it may not be possible to schedule trial dates or other events on dates that are convenient to Client's schedule.
- C. Not communicating with any opposing parties except as authorized by Attorney. Client agrees not to contact an opposing party or that party's attorney, agents, employees or insurers without the knowledge, permission and supervision of Attorney.

**XI. Termination/Withdrawal by Attorney:**

Attorney may withdraw from Client's representation if the Client insists on pursuing a course of conduct in which, in the Attorney's opinion, is illegal or unethical; or if client insists on pursuing a course of conduct which is contrary to the attorney's advice even if not illegal; or Client disregards the obligation to pay attorney's fees and expenses when due and payable under this contract.

**XII. Employment of Other Counsel:**

In the event of termination or withdrawal from employment, Attorney will take reasonable steps to avoid foreseeable prejudice to Client, including giving notice, allowing time for employment of other counsel, and returning to Client all papers and properties to which the Client is entitled.

If Client discharges Attorney, such notice shall be in writing.

**XIII. Venue:**

This Agreement shall be construed in accordance with the laws of the State of Texas and all obligations of the parties are performable and fees to be paid in Williamson County, Texas.

**XIV. Merger Clause:**

All previous conversations concerning the basis of the fee are hereby merged into this document as the one representation of the agreements and duties of the parties concerning representation and fees. Any modification to the Agreement must likewise be in writing.

