

REPRESENTATION AGREEMENT

This is an Agreement between __("Client") and David Bryan Willis, PLLC (the "Firm"). By executing this Agreement, Client is retaining the Firm to assist Client in the following matter: divorce from your spouse _____. Client is encouraged to study this Agreement and to consult with others before Client signs it.

1. Fees. The Firm charges by the hour for time spent working on Client's case. The Firm track's time by the tenth of an hour. The Firm will bill Client for all time spent working on Client's case. For example and without limitation, this includes: phone calls to or from Client, or on Client's behalf; reviewing or handling incoming documents from Client, the opposing party, the court, or any third party; drafting, preparing, editing, reviewing, etc., pleadings letters, documents, exhibits, materials, etc.; performing legal or factual research; travel to or from hearings or meetings; attending hearings or meetings; and any other activities related to this matter. The Firm will bill Client one half the hourly rate for travel time.

Fees are charged in accordance with the following schedule: **\$XX per hour** for legal assistant time; **\$XXX per hour** for attorney time. If Client's matter requires services after hours, on weekends or on holidays, then that time will be billed at one and a half times the rates above. For billing purposes, holidays include all federal and state holidays, the day before and after Thanksgiving, as well as all days between December 23rd and January 2nd.

2. Limited Scope of Work. This Agreement is limited to providing Client representation in the matter described above. If Client would like to retain the Firm's services outside of this limited scope, then Client must execute a signed addendum to this Representation Agreement and provide payment of the deposit required in that addendum. This Agreement expressly excludes representation in any appeal resulting from the matter above. If an appeal to the final decree or a response to an appeal to the final decree is needed, a new Representation Agreement must be executed.
3. Payment Required. The Firm will accept responsibility to provide legal services to Client after Client returns this Representation Agreement properly executed and **an advance fee deposit in the amount of \$XXXX**. Client may pay this advance fee deposit with an ACH check payment or credit card payment through the client portal.
4. What Costs Are Included In These Fees. The Firm will not bill Client for routine office expenses, such as First-Class postage, faxing, long-distance charges and in-office copying. Client will receive a copy of all incoming and outgoing correspondence and documents at no cost. These costs are covered under the fee amounts described above. Client will pay all out-of-pocket costs incurred on Client's behalf in connection with this matter. Examples of reimbursable costs not included in the Firm's fee that will be billed to Client are filing fees, service of process, offsite copying charges, postage on large mailings, messenger services, and other expense items reasonably required for Client's case. This may include the cost of court reporters, accountants, appraisers, investigators, experts, and any other professionals reasonably required for Client's case. Client authorizes the Firm to contract for such services on

Client's behalf and to bill Client for the cost of such services. The Firm will make reasonable efforts to anticipate and advise Client of any substantial expenses in advance of incurring them.

5. Advance Fee Deposit. Unless otherwise indicated in writing to Client, the Firm will place Client's initial advance fee deposit ("retainer") in the Firm's IOLTA Trust Account. The Firm will send Client a monthly statement detailing fees and expenses incurred working on Client's case for each month in which fees or expenses are incurred. Client authorizes the Firm to withdraw immediately sufficient funds from the trust account to pay for Client's fees and expenses for that month. The Firm may also use Client's funds on deposit to pay filing fees and other expenses directly, which it will report to Client monthly.
6. Additional Fee Deposits. **If Client's trust account balance falls below \$XXXX, then Client must make an additional advance fee deposit sufficient to return the balance to this minimum amount.** The Firm has the option to waive this provision and accept monthly payments of Client's total monthly balance due. The Firm may require additional deposits to cover anticipated fees and costs in the case or ask Client to pay costs directly. When the Firm has completed its work for Client, it will refund any balance held in trust to Client.
7. Trial Fee Deposit. If it appears that this matter will proceed to trial, the Firm will calculate an estimate of the fees and costs that the Firm believes will be incurred representing Client at trial. Client shall pay the full amount into the trust account no later than forty-five (45) days prior to the trial date. If Client fails to pay this amount in full on or before forty-five (45) days prior to the trial date, then Client grants the Firm the right to withdraw from representation in this matter and terminate this Agreement. Client agrees not to object to the Firm's withdrawal.
8. When Fees Are Due. Payment is due on invoices within five (5) days of receipt. If Client has made an advance fee deposit, then Client agrees that the Firm will pay the invoices directly from funds held in trust at the time of invoicing. Client agrees to examine all statements promptly upon receipt and advise the Firm of any questions. The Firm does not bill for time spent responding to reasonable inquiries regarding invoices.
9. Unpaid Fees. Client agrees to pay reasonable attorney's fees and costs (including post-judgment attorney's fees, costs, and interest at the maximum rate allowed by law) if any action is necessary to collect any money owed to the Firm under this Agreement through collection, by its own efforts, or otherwise. After 60 days, unpaid fees will accrue interest at the rate of 8% per annum.
10. Agreement to Arbitrate Disputes. Client agrees that the Firm and Client will submit all disputes or claims between Client and the Firm to binding arbitration, with the sole exception being claims by the Firm to collect unpaid fees. Arbitration awards shall be enforceable through the courts in the event they are not paid promptly. Client are advised that some of the advantages and disadvantages to arbitration include: (1) cost and time savings; (2) a waiver of significant rights, including the right to a jury trial; (3) the possibility of reduced discovery; (4) a relaxed application of the rules of evidence; (5) a limited right to appeal; and (6) privacy compared to a public trial. **Initial Here:** _____
11. Communications. Client agrees that the Firm may communicate with Client via phone, email, or text-message. Client may communicate with the Firm and its attorney via phone or email at its phone number (903) 405-4242 or email address ("dbwillis@dbwillislaw.com").

12. Use of Third-Party Systems. The Firm uses third-party software for case management and document storage systems for most of its matters. Client understands that these are cloud-based systems outside of the Firm's control and security. Client agrees that Client will not hold the Firm responsible for any breach of such third-party system resulting in access to, disclosure, or destruction of client data. Client may request additional information regarding systems the Firm uses and links to information on their security practices.
13. Results Not Guaranteed. Client acknowledges that the Firm and its attorney do not guarantee results. The way facts and evidence are viewed by a court or another party may be different than Client or the Firm hope. Client understands that any statements by the Firm or its attorney as to possible outcomes of litigation, negotiation, or the interpretation of documents, are good faith efforts to anticipate decisions within a range of possible outcomes, rather than assurance that the outcome will be as predicted.
14. Duty To Cooperate; Duty to Communicate. Client agrees to cooperate with the Firm to try to accomplish a fair resolution of all issues in Client's case in an efficient and businesslike manner, regardless of a similar commitment by the opposing party or opposing counsel. The Firm and its attorney promise to return all communications from Client within a reasonable time. In exchange, Client agrees to return all communications from the Firm and provide any information requested by the Firm within a reasonable time. Failure to respond to communications in a reasonable time will be considered a failure to cooperate. Client agrees to be completely honest with the Firm and proactively provide all information available to Client regarding Client's matter regardless of whether or not the Firm requests it. Failure to adhere to such honesty will be considered a failure to cooperate.
15. Failure To Cooperate. Client understands that failure to comply with this contract or to cooperate will be grounds for the Firm and its attorney to withdraw from representing Client in this matter pursuant to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Civil Procedure. Client agrees that if Client fails to pay an advance fee deposit request or invoice on or before the due date then the Firm shall have the right to terminate this Agreement and withdrawal from further representation of Client in this matter.
16. Right To Discharge The Firm. Client may end this Agreement at any time. Client must then pay any outstanding charges for the Firm's fees and costs. Those charges are due and payable immediately upon Client's termination of the Firm's representation. Client authorizes the Firm to apply any amounts held in trust to Client's final invoice.
17. When Representation Ends. When the Firm has finished working for Client, or if either of us terminates this contract before completion, Client will immediately pay all outstanding charges and costs previously incurred. The Firm is entitled to keep copies of all materials in its possession. Client must pay copying and delivery charges for any materials requested from the Firm before it will copy or deliver them. If the Firm chooses to provide materials to Client before collecting an advance for copying charges, they shall not be deemed waived and shall be due immediately upon delivery.
18. Client's File. The Firm will keep Client's file, either in its office or in off-site storage, for four years after the conclusion of the matter to which the files relate. To make storage easier, the Firm may purge Client's file before storing it of drafts, photocopies, duplicates, and the like. Unless Client provides alternative instructions for disposal, the Firm reserves the right to discard or destroy Client's file after

the four-year period has expired without further notice to Client. Client agrees that attorney work product shall be and remain the property of the Firm and releases the Firm and its attorney from any obligation to provide attorney work product to Client. Attorney work product includes drafts, notes, internal memoranda, and administrative materials related to Client's matter but does not include any final documents.

19. Severability. If a court of law holds any clause in this contract invalid, the remaining provisions shall nevertheless remain valid and enforceable.
20. Beneficiaries; Binding On Successors. The Firm's rights under this contract are intended to and shall benefit its attorney. This contract shall be binding upon and inure to the benefit of Client and the Firm, as well as both of our respective heirs, executors, administrators, legal representatives, successors, and assigns.
21. Legal Notice To Clients. 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's Office of Chief Disciplinary Counsel will provide Client with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.
22. Texas Lawyer's Creed. The Supreme Court of Texas adopted a mandate for professionalism in the form of the Texas Lawyer's Creed. The Firm and its attorney abide by the standards set forth in the Texas Lawyer's Creed and will conduct its representation of you in this matter in accordance with the Texas Lawyer's Creed. A copy of the Texas Lawyer's Creed is enclosed with this Representation Agreement for your reference.

I HAVE READ THE ABOVE, UNDERSTAND IT, AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS HEREIN. THERE ARE NO OTHER AGREEMENTS, ORAL OR WRITTEN, BETWEEN YOU AND THE FIRM OR ITS ATTORNEY. ANY CHANGES TO THIS CONTRACT MUST BE IN WRITING.

DATED _____ in Tyler, Texas.

CLIENT:

Bryan Willis
David Bryan Willis, PLLC
Attorney at Law

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
 2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
 3. I commit myself to an adequate and effective pro bono program.
 4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
 5. I will always be conscious of my duty to the judicial system.
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II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
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III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchelmann, Jr.
Judges