

Russell D. Hunt, Sr.
Attorney at Law

LEGAL SERVICES AGREEMENT

I, _____ (“Client”), have on this day employed and do hereby employ RUSSELL D. HUNT, SR. (“Attorney Hunt”) as my chosen Attorney to defend me in only the following matters which are now or may be pending:

CHARGES

JURISDICTION/VENUE

1. **Attorney as Agent.** I understand and agree that Attorney may represent me and may act as my agent by: advising and counseling; investigating the law and the facts; preparing for hearing(s) and trial(s); negotiating with State or Federal authorities; employing co-counsel and expert witnesses; collaborating with other counsel; and will go to trial if necessary. I understand that Attorney does not and cannot guarantee a particular result. Attorney is not employed for multiple trials, preparation or presentation of a Motion for New Trial, representation on appeal or for retrial following a deadlocked jury, granted Motion for New Trial or reversal by an appellate court; Motion for Early Release from Probation; or an expunction or motion to seal.

2. **Fee--Refusal of Prosecution, Dismissal or Plea Bargain.** I understand and agree that the fee charged by Attorney for handling this matter through disposition other than trial will not exceed \$ _____ for either obtaining a dismissal, refusal of prosecution, reduction to a Class 'C' Misdemeanor or negotiating a plea bargain. I will pay the fee in the following manner: \$ _____ initial payment. \$ _____ paid each _____ beginning _____. I will pay the entire fee for disposition prior to date of plea, dismissal, refusal of prosecution, sign up for entry into the PTIP (Pretrial Intervention Program), reduction to a Class 'C' Misdemeanor, or the first pretrial setting.

I understand that sometimes my Attorney is successful in obtaining a Pretrial Diversion. If that occurs, my case may be refused or dismissed, but the dismissal will be "without prejudice" which means it will be contingent upon my successful completion of whatever terms and conditions I have agreed to follow. If I fail to successfully complete all of the terms and conditions of the pretrial diversion, or if I violate any of the terms of the pretrial diversion agreement, my case can again be filed. I understand that my entry into the pretrial diversion program terminates my Attorney's representation of me, and if I fail to successfully complete my pretrial diversion, or if I violate any of the terms of the pretrial diversion agreement, I will again need to obtain and pay for legal representation. Attorney's fee for this matter does not include my representation in the event I fail to successfully complete a pretrial diversion, or if I violate any of the terms of the pretrial diversion agreement.

I also understand that, similar to the proceeding paragraph that describes pretrial diversion, sometimes my Attorney is successful in obtaining a plea bargain involving me being placed on probation or deferred adjudication probation. If I am placed on either probation or deferred adjudication probation, that terminates my Attorneys representation of me. If I violate the terms and conditions of probation or deferred adjudication probation or fail to successfully complete my probation or deferred adjudication probation the State will most likely file a Motion to Revoke/Adjudicate the probation and I will again need to obtain and pay for legal representation. Attorney's fee for this matter does not include my representation in a subsequent Motion to Revoke/Adjudicate the probation.

I understand that the fee upon which we have agreed is based upon a number of factors, some of which are beyond anyone's control. These factors include, but are not limited to: the amount of time that Attorney may spend; Attorney has been practicing for over 40 years and, because of the manner in which he approaches each case, frequently spends a great amount of his time attempting to persuade others to reach what he considers to be the desired outcome, those hours cannot then be spent on other clients; other prospective clients that Attorney will have to reject because of either the time spent on my case or because of a conflict created because of my case; the amount of expertise that Attorney has in dealing with all kinds of criminal cases, both similar to my case, and peripherally related cases; the personalities of both Prosecutor and Judge; and many other factors that cannot be anticipated.

Occasionally, Attorney is able with very little contact to persuade an investigating police officer or prosecutor that prosecution is inappropriate and the criminal matter is resolved or refused. Client understands that this is the most desirable result and agrees that the fee as described in paragraph two above applies as agreed. Such a result does not mean that Attorney should be paid less than agreed, nor does it mean that attorney will be paid a premium for such result. For all of these reasons, both Attorney and I agree that the fee upon which we have agreed is a reasonable fee.

Money initially paid is an advance fee. It represents Attorney's agreement and commitment to me to be available to me for this particular matter. It also secures Attorney's services, and remunerates Attorney for his loss of opportunity to accept other employment. Because I realize that Attorney is extremely busy and in demand, I realize that other employment will certainly be lost by Attorney's obligating himself to represent me. It also may obligate Attorney to reject any potential co-defendant and subject Attorney to the risk of a Court refusing to permit Attorney to withdraw. If I have initially paid in full, then one-half of the money I paid is an advance fee and the second one-half will be retained in the Trust account because it will be considered an advance payment for future services.

Monthly payments and Fees deposited into the Trust account are an advance payment for future services as is reflected in the agreed fixed fee. Attorney will subsequently transfer money from the Trust account into his Operating account as he completes the tasks necessary in working toward resolving my case. I expressly agree that Attorney may pay a referral fee to any Attorney who referred me to Attorney. If our agreement is hourly, I understand that Attorney bills in quarter hour increments.

3. Fee--Trial. I understand and agree that in the event of trial, there will be an additional trial fee of \$_____ to cover trial preparation and only one trial. I hereby agree to pay both the fee for refusal, dismissal or to negotiate a plea bargain and the trial fee in full prior to the first pretrial setting. The trial fee will be retained in Attorney's Trust Account until the first day of trial at which time it will be earned. If there is no trial, unless one of the following exceptions exist, the trial fee will be returned to the client. If this matter is settled by dismissal or plea bargain on the 'eve' of trial, that is within two weeks of the date set for the beginning of jury selection, or at any time after that, a minimum of one-half of the trial fee will be earned as a trial preparation fee. In the event that there is a mistrial and a subsequent trial is necessary, an additional trial fee of the same amount will be required.

4. Additional Costs. It is further understood and agreed that the above described legal fees do not include any expense for experts, witnesses, court reporter transcripts, travel expenses for attorney and/or investigators and/or witnesses, court fees or court costs, bail bonds, scientific tests, photographs, witness expenses, or other expenses Attorney considers necessary for my proper defense.

5. Fee---Trust Account. I understand that all funds deposited in Attorney's Trust Account, including

my funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation under orders of the Texas Supreme Court. Attorney receives none of the interest earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation. I agree that I will not receive any interest nor will I be required to report this interest for tax purposes.

6. Fee--General. I understand that Attorney cannot take money derived from an illegal source, e.g. proceeds, stolen or laundered money or money obtained from the sale of stolen property. I hereby affirm that none of the money paid or to be paid to Attorney is from an illegal source. The source of the money paid and to be paid is from the following legal source:

I understand that there is a privilege that protects the disclosure of fee information but that any cash fee paid in excess of \$10,000 must and will be reported by Attorney to the IRS via an IRS Form 8300. I hereby expressly waive and give up any privilege I may have regarding fee information and give Attorney my permission to disclose such information if he believes it is necessary. This expressly includes releasing fee agreement and billing information in the event of a billing dispute for charge backs. I understand that I cannot pay Attorney's fees with money from an illegal source and that such proceeds are subject to forfeiture even in Attorney's hands. Finally, I understand that I have full control of my case and that, if my fee is paid by any third party payor, said payor has no right to control anything. All decisions will be made by me, acting with the advice and counsel of Attorney.

7. Confidentiality. I understand and agree that information gained by Attorney from a review of the Prosecutor's file is not privileged and is not confidential. Anything that Attorney gains from me, however confidential. I have been told that Attorney tries to have a "paper-free" office, and regularly communicates electronically, e.g. via cell phone, fax, blue tooth, e-mail, and also regularly electronically backs up files to an off-site storage facility. By signing this Contract, I am expressly waiving any privilege I may have, and consenting to Attorney using any and all of these services as he works on my behalf.

I also understand that, without my express permission, Attorney cannot tell anyone anything I tell them in confidence. Understanding this, I expressly waive any right I have to confidentiality and expressly permit Attorney to divulge anything otherwise confidential with the following person(s)

8. Attorney's Expectation. I understand and agree that Attorney has agreed to represent me only in the matters stated above and that his representation is contingent on my truthful and complete cooperation. If I am untruthful as to a material fact, fail to cooperate in any significant way, or fail to meet the entire financial obligation on the dates stated above, then Attorney may declare this agreement void and withdraw from my representation. I understand and agree that if Attorney withdraws from representation for either of these reasons, Attorney will not refund any money paid. I will advise Attorney of any change of address and/or employment within ten (10) days of the making of such change.

9. Attorney's Assurance. I understand and agree that ATTORNEY HAS MADE NO PROMISES OR ASSURANCES OR GUARANTEES TO ME AS TO THE OUTCOME OF THIS CASE. The ONLY guarantee that Attorney has made to me is that HE WILL DO HIS BEST.

10. Termination of Attorney. I understand and agree that if I wish to terminate this agreement with Attorney, it will be Attorney's decision whether he will return to me any money paid. I realize that there are many factors which would be involved in the decision such as but not limited to the time he has spent on my case, the negotiation he has done on my behalf, and whether his representation of me has precluded him from representing

some other potential client. For that reason, I realize and agree that Attorney may not refund any money and agree that it is wholly his decision.

11. Predictability. Unfortunately, there are some factors which are impossible for Attorney to control or even accurately predict. For example, the computation of "good time" by a sheriff's department, the Texas Department of Criminal Justice, Institutional Division, or the United States Bureau of Prisons. Similarly, because the prosecutor cannot bind the Court/Judge, Attorney cannot tell me with certainty that the Court will follow a proposed plea bargain. Attorney will tell me how the system most often works. I understand that unfortunately, there will be occasions when the system does not follow the course that we would choose.

12. Update. I understand that I may contact Attorney at any time I want an update on my case. Attorney will not call me with a periodic update but will instead rely on me calling. If Attorney is not in, I will leave my name and phone number and Attorney will get back to me as soon as possible. If I communicate with Attorney via e-mail, I also authorize Attorney to communicate with me by e-mail.

13. Complaints. I also understand that Effective September 1, 1991, the State Bar Act requires all attorneys practicing law in Texas to notify their clients of the existence of the formal grievance process. 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 Office of General Counsel will provide me with information about how to file a complaint. For more information I may call 1-800-932-1900. This is a toll free telephone call.

14. Russell D. Hunt, Sr. I understand that I am retaining Russell D. Hunt, Sr. as my Attorney. I also understand that Russell D. Hunt, Jr., the son of Attorney Hunt, is an attorney who may be employed by Attorney to perform work on my case. The amount of his involvement will be determined by Attorney. His fee will be paid by Attorney and will not result in an additional charge to me. I hereby agree and consent to this arrangement.

15. Client Trust Fund Money and Materials. I understand and agree that all client-supplied materials, specified money in Trust fund, and all attorney end product (collectively "client materials") are my property. Examples of attorney end product include, but not limited to, correspondence, motions and orders, and discovery results. Everything else is attorney work product. Specified money is money originally deposited but not used for additional costs and money paid as a trial fee if there is no trial.

Attorney work product is the property of Attorney. Examples include photocopies of my materials, as well as drafts, notes, internal memoranda, administration materials, and electronic versions of both my materials and attorney work product. Police reports cannot be given to client.

After completion of the matter, Attorney will notify me of the existence of specified money in Trust fund and remind me that materials may remain in Attorney's possession. Attorney shall return specified Trust fund money and documents provided by me as well as all scanned documents generated in connection with the representation. In the event there is not a trial, Attorney will hold money paid for trial for 30 days after deposition before returning it to Client. I have an affirmative duty to retrieve within 60 days of the mailing/emailing of Attorney's file closing letter, specified Trust fund money and my materials or to direct Attorney to forward my materials at my expense. Attorney may retain copies of all such documents as well as all other materials.

If I fail to retrieve the specified Trust fund money and materials or request Attorney to forward them, this failure shall be regarded as my authorization for Attorney to retain and keep as attorney's fees all Trust fund money and to destroy the materials without further notice to me.

Client understands that Attorney does not keep any paper files and, if the attorney-client privilege is terminated by either party for any reason, Attorney will not be required to provide Client with a paper copy of the case file. Rather, Attorney will be required to provide, to one person delegated by Client to act on his or her behalf, a copy of the case file in digital format on media which can be viewed on and/or printed from a personal computer.

Attorney may destroy any of my files at any time with my written consent and in any event, after seven years from the conclusion of the representation. My signature on this agreement constitutes my written consent to this file destruction policy. During that seven-year period, Attorney shall make such files available to me for copying. No further notice to me will be required prior to such destruction.

16. Acknowledgment. I hereby acknowledge that I have carefully read this entire agreement, fully understand and agree to abide by all of the terms, conditions, and obligations of this Agreement, and that I have received a true and correct copy of said agreement.

17. Complete Agreement. This agreement constitutes the full and complete understanding and agreement of the parties hereto, supersedes all prior understandings and agreements, if any, and cannot be changed or terminated orally. All changes or modifications must be in writing and signed by the parties hereto.

EXECUTED on this the _____ day of _____, 202____, in _____ County, Texas.
Understood, agreed and accepted,

RUSSELL D. HUNT, SR.

CLIENT SIGNATURE