

**Hunt & Tuegel, PLLC**  
**Russell D. Hunt, Sr.**  
**Michelle Simpson Tuegel**  
**Attorneys at Law**

**LEGAL SERVICES AGREEMENT**

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

CHARGES

JURISDICTION/VENUE

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\_\_\_\_\_

1. Attorneys as Agent. I understand and agree that Attorneys 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 Attorneys do not and cannot guarantee a particular result. Attorneys are 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; 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 Attorneys for handling this matter through disposition other than by trial is \$\_\_\_\_\_ for either obtaining a dismissal, refusal of prosecution, or 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, reduction to a Class 'C' Misdemeanor, or the first pretrial setting.

I understand that sometimes my Attorneys are successful in obtaining a Pretrial Diversion. If that occurs, my case may be 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 Attorneys' 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. Attorneys' 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 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 Attorneys may spend; other prospective clients that Attorneys 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 Attorneys have 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. For this reason, both Attorneys and I agree that the fee upon which we have agreed is a reasonable fee.

I understand and agree that all money paid by me to Attorneys for Dismissal or Plea Bargain is a true retainer and is earned and therefore non-refundable for any reason as of the moment that it is paid. The money is not refundable because it represents Attorneys' agreement and commitment to me to be available to me for this particular matter. It also secures Attorneys' services, and remunerates Attorneys for the loss of their opportunity to accept other employment. Because I realize that Attorneys are extremely busy and in demand, I realize that other employment will certainly be lost by Attorneys obligating themselves to represent me. It also may obligate Attorneys to reject any potential co-defendant and subject Attorneys to the risk of a Court refusing to permit Attorneys to withdraw. I expressly agree that Attorneys may pay a referral fee to any attorney who referred me to Attorneys. If our agreement is hourly, I understand that Attorneys' bill in minimum 1/4 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 dismissal or plea bargain and the trial fee in full prior to the first pretrial setting. The trial fee will be retained in Attorneys' Trust Account until the first day of trial at which time it will be non-refundable and earned. 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 non-refundable and 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 Attorneys consider necessary for my proper defense.

5. Fee---Trust Account. I understand that all funds deposited in Attorneys' 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. Attorneys receive none of the interest earned and receive 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 Attorneys cannot take money derived from an illegal source, e.g. drug 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 Attorneys is from an illegal source. The source of the money paid and to be paid is from the following legal source:

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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 Attorneys 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 Attorneys my permission to disclose this information if they believe it is necessary. I understand that I cannot pay Attorneys' fees with money from an illegal source and that such proceeds are subject to forfeiture even in Attorneys' 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 Attorneys.

7. **Confidentiality.** I understand and agree that information gained by Attorneys from a review of the Prosecutor's file is not privileged and is not confidential. Anything that Attorneys gain from me, however is confidential. I have been told that Attorneys try to have a "paper-free" office, and regularly communicate 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 Attorneys using any and all of these services as they work on my behalf.

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

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8. **Attorneys' Expectation.** I understand and agree that Attorneys have agreed to represent me only in the matters stated above and that their 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 Attorneys may declare this agreement void and withdraw from my representation. I understand and agree that if Attorneys withdraw from representation for either of these reasons, Attorneys will not refund any money paid. I will advise Attorneys of any change of address and/or employment within ten (10) days of the making of such change.

9. **Attorneys' Assurance.** I understand and agree that ATTORNEYS HAVE MADE NO PROMISES, ASSURANCES OR GUARANTEES TO ME AS TO THE OUTCOME OF THIS CASE. The ONLY guarantee that Attorneys have made to me is that THEY WILL DO THEIR BEST.

10. **Termination of Attorneys.** I understand and agree that if I wish to terminate this agreement with Attorneys, it will be Attorneys' decision whether they will return to me any money paid. I realize that there are many factors which would be involved in their decision such as but not limited to the time they have spent on my case, the negotiation they have done on my behalf, and whether their representation of me has precluded them from representing some other potential client. For that reason, I realize and agree that Attorneys may not refund any money and agree that it is wholly their decision.

11. **Predictability.** Unfortunately, there are some factors which are impossible for Attorneys 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, Attorneys cannot tell me with certainty that the Court will follow a proposed plea bargain. Attorneys 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 Attorneys at any time I want an update on my case. Attorneys will not call me with a periodic update but will instead rely on me calling them. If Attorneys are not in, I will leave my name and 'phone number and Attorneys will get back to me as soon as possible. If I communicate with Attorneys via e-mail, I also authorize Attorneys 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. and Michelle Simpson Tuegel as my Attorneys. I also understand that Russell D. Hunt, Jr., the son of Attorney Hunt, is an attorney who may be employed by Attorneys to perform work on my case. The amount of his involvement will be determined by Attorneys. His fee will be paid by Attorneys 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, 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.

Attorney work product is the property of Attorneys. 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.

After completion of the matter, Attorneys will notify me of the existence of my money in Trust fund and materials that remain in Attorneys' possession. Attorneys shall return all Trust fund money and documents provided by me as well as all scanned documents generated in connection with the representation. I have an affirmative duty to retrieve Trust fund money and my materials or to direct Attorneys to forward my materials at my expense. Attorneys may retain copies of all such documents as well as all other materials.

If I fail to retrieve the 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.

Attorney may destroy any of my files at any time with my written consent and in any event, after five years from the conclusion of the representation. During that five-year period, Attorneys 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 \_\_\_\_\_, 201\_\_\_\_, in \_\_\_\_\_ County, Texas. Understood, agreed and accepted,

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RUSSELL D. HUNT, SR.

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MICHELLE S. TUEGEL

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CLIENT SIGNATURE