

RUSSELL D. HUNT, SR.
Attorney at Law

Legal Services Agreement–Revocation / Motion to Adjudicate

I, _____ (“Client”), have on this day employed and do hereby employ RUSSELL D. HUNT, SR. (“Attorney”), 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); negotiating with State or Federal authorities; employing co-counsel and expert witnesses; and collaborating with other counsel. I understand that Attorney does not and cannot guarantee a particular result. Attorney is employed because a Motion has been filed requesting that my probation be revoked, or that my Deferred Adjudication Probation be Adjudicated. Attorney is not employed for 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 Negotiated Plea. I understand and agree that the fee charged by Attorney for handling this matter through disposition which may include a hearing on the Motion to Revoke (MTR) or Motion to Adjudicate (MTA) is \$ _____ for either obtaining a dismissal of the MTR/MTA, negotiating a plea bargain on the MTR/MTA, or representing me in a hearing on the MTR/MTA. I will pay the fee in the following manner: \$ _____ initial payment. \$ _____ paid each _____ beginning _____. I will pay the fee for disposition prior to date of the hearing on the MTR/MTA, dismissal, refusal of prosecution or reduction to a Class 'C' Misdemeanor.

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; 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. For this reason, both Attorney 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 Attorney for the fee 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 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 the loss of his 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 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. 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 minimum 1/10 hour increments.

3. Fee--One Hearing on MTR/MTA. I understand and agree that Attorney is hereby hired to represent me because of a Motion which has been filed to revoke my probation or to Adjudicate my Deferred Adjudicate Probation. I further understand and agree that Attorney is not being hired for some future Motion which may be filed. In the event that this Motion is dismissed, or I am continued and not revoked, Attorney's work is complete. If a subsequent MTR/MTA is filed, I will have to again hire counsel to represent me.

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. It is my understanding that this arrangement is currently being litigated. Regardless of the outcome of this litigation, 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. drug proceeds, stolen 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 this information if he believes it is necessary. I understand that I cannot pay Attorney's fees with drug proceeds 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 is confidential. 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, 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 his decision such as but not simply 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 him. If Attorney is not in, I will leave my name and 'phone number and Attorney will get back to me as soon as possible.

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 1-877-953-5537. 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, 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, 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 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.

After completion of the matter, Attorney will notify me of the existence of my money in Trust fund and materials that remain in Attorney's possession. Attorney 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 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 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, 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 _____, 201____, in _____
County, Texas.

Understood, agreed and accepted,

RUSSELL D. HUNT, SR.

CLIENT