
ATTORNEY/CLIENT EMPLOYMENT AGREEMENT

You, _____ (hereinafter sometimes "client"), agree to retain Robertson and Associates, PLLC (hereinafter sometimes "the firm" or "R+A"), to represent you in a legal action involving _____ up to and if necessary through trial. You understand your legal circumstances may be complex and difficult.

At R+A, we believe in alternative dispute resolution, so you contract to resolve any dispute related to this Agreement through binding arbitration pursuant to the terms and conditions as set forth by the American Arbitration Association. This includes any claim for legal malpractice, but does not include any dispute concerning fees. Arbitration will take place in Madison County, Mississippi, and judgment rendered may be confirmed, entered and enforced in any court having jurisdiction. We both acknowledge and understand we are each giving up our rights to have any disputes decided by a judge or jury.

You also agree to the following terms:

1. The attorney's fee is based upon the value of the service we perform, measured partly on the time it takes to complete a series of tasks to accomplish your legal goals. It is impossible to determine in advance how much time may be needed. In addition to attorneys at the firm, it may be necessary for other professionals to work on your case. We will use our best judgment to determine the most beneficial use of legal services. You will be billed for all services performed in furtherance of your case.

2. Any figures quoted to you for the total cost of services are merely **ESTIMATES**. Your adversary, the opposing attorney, the court or others may engage in activities beyond our control requiring effort not originally contemplated. You will receive an itemized statement and will be invoiced once each month unless there is very little activity on your account. If the billing does not exceed the amount you have deposited, then you will receive a statement showing what services were performed, how much money has been drawn from your account, and how much money remains on deposit. In the event the balance reflected on the fee statement remains unpaid thirty (30) days after the receipt of the invoice, an annual interest rate of twelve percent (12%), compounded monthly, shall be applied to any outstanding balance. Any statements or bills will be deemed to be accepted and affirmed by you unless objected to in writing within thirty (30) days of the date of the statement or bill. This deadline can be extended for exceptional circumstances such as hospitalization or extended travel. To obtain such an extension you will promptly notify the firm in writing when such exceptional circumstances occur. You will keep a copy of any such objection or notification.

3. Your cooperation is very important. You must inform us immediately of any change of contact information, employment or circumstances. Full disclosure to us is essential. You must promptly fill out and return all papers we request. You promise to read everything sent to you, and to ask questions if you do not understand something.

4. You agree to pay for our professional services charge at the following rates, billed in quarter hour increments:

M. Craig Robertson.....	\$325
Alicia Baladi.....	\$260
Matt Easterling.....	\$200
Law Clerk.....	\$100
Paralegal.....	\$90
Legal Assistant.....	\$75

5. We have discussed _____ will be your initial, primary contact with our firm, but we work as a team at R+A and M. Craig Robertson supervises all legal work. You understand our entire firm may work on your case because it is impossible and impractical for any professional to be individually responsible for everything. Your primary contact person with R+A may change in the future.

6. YOU AGREE TO PAY A **NONREFUNDABLE** FEE of \$_____. This sum is considered earned upon receipt, but it will be credited to periodic billings. In other words, with payment of this sum you have purchased a finite amount of legal service which we warrant to be ready, willing, and able to expend on your case. This also includes the fee for the firm's exclusive retention and costs associated with our file creation system. In other words, this fee is in consideration of the firm reserving and committing time to be available in representing you and thereby precluding the acceptance of other clients and other employment, and in consideration of the firm being precluded from accepting employment of your adversary or conflicting interests.

7. YOU AGREE TO PAY A **REFUNDABLE** RETAINER TO BE HELD IN TRUST of \$_____. This sum will be deposited into a trust account and held until it has either been earned (at which time a draw for fees will be made against this amount) or returned to you as unearned attorney's fees. If your monthly statement shows all of the money paid into escrow has been used to pay for the time spent on your case, we have the option of requiring more money be placed into escrow to secure the total fee, but this will depend on the status of your case. If you have a balance due and owing to the firm prior to trial, the firm, at its sole discretion, has the right to seek a continuance.

8. You agree to pay an administrative fee of **\$15.00 per month**, which shall cover the cost of all copies, faxes, postage, software access, document storage and our cloud-based data storage. However, if your case becomes inactive before being brought to a conclusion for over six months and we do not make other arrangements, you may be charged a service charge of **\$100.00 per month** against any funds remaining in your escrow account for keeping your file in an active status.

9. You agree to pay all outside costs of your case, including but not limited to court costs and expenses such as service-of-process fees, mileage (\$0.55 per mile), deposition costs, guardian ad litem fees, private investigator fees, costs of mediation, appraisal fees, witness or consultant fees for accountants, counselors, and other experts. By this agreement, you are appointing us to make decisions about retaining experts deemed to be in your best interest. We will not retain any expert without talking to you about it first, as you are responsible to directly pay any expert we deem necessary to further your legal interest. You shall indemnify

and hold M. Craig Robertson, R+A and all persons who work on your file harmless for any liability for any retained outside professional.

10. YOU AGREE THAT NO ONE HAS MADE ANY GUARANTEE REGARDING THE OUTCOME OF ANY PART OF YOUR CASE. AN OPINION AS TO YOUR CHANCES OF SUCCESS BASED ON KNOWLEDGE AND EXPERIENCE WILL BE GIVEN, BUT **THERE ARE NO GUARANTEES** AS TO HOW YOUR CASE WILL TURN OUT.

11. At our discretion, we have the right to withdraw from your case and discontinue our relationship for any reason. Likewise, you may discharge the firm at any time for any reason. You will be required to pay for the effort expended to turn over the file(s) and other information to you or substitute counsel and for the services and costs if we must proceed to court to obtain permission to withdraw. In any of these events, you will execute such necessary documents as will permit the firm to withdraw.

12. The court may order your adversary to pay part or all of your attorney's fees and costs to our firm. Such awards are totally unpredictable. You are completely responsible for payment of all fees and costs. Any amount received by the firm from a third party as the result of a court order will be credited to your account or refunded to you if we have already been paid in full.

13. Should you receive any cash property settlements as part of your case, you agree to have this money deposited into our trust account and you give us authority to pay any balance due out of this money before transferring the remaining funds to you.

14. We will have a lien on all of your documents, property, or money in our possession for the payment of all sums due from you under the terms of this agreement. In addition, we are entitled to a charging lien ensuring, if we elect, payment to the firm will come from any money or property you receive as part of the settlement of the issues in your case, and you consent to us placing an Attorney's Charging Lien on any real property you own to secure payment of fees.

15. Should we have to bring suit or otherwise spend time trying to collect the amounts due under this agreement, you will be responsible for court costs and reasonable attorney's fees, including payment of our normal hourly rate if we act as our own counsel.

16. No settlement will be made in your case without your approval.

17. If you call or text an attorney before 8:00 a.m. or after 6:00 p.m. or on the weekends, double our hourly rate may be charged, unless, in the opinion of the attorney, it is an emergency, or unless the communication was requested or initiated by us.

18. You understand we do not employ tax attorneys nor do we give tax advice, but we may, if necessary, ask another professional for tax advice, for which you will be billed. You understand we are not appraisers nor do we give advice as to the value of assets. The only way to be certain of the value of certain assets is to employ an outside professional. The firm does not give advice concerning bankruptcy, social security or securities and exchange issues.

19. We will return phone calls and emails as promptly as possible, usually within 48 hours, but you understand our schedules may not permit immediate contact.

20. Upon the termination of your case, we shall be under no obligation to retain any portion of your file. Once your case has been closed, any contents from your file, other than attorney work product, shall be made available to be returned to you for a period of ten (10) days after notification your file has been closed. It is your responsibility to seek the return of all original documents immediately after the case is completed, and to request a copy of any portions of the file you wish to retain within ten (10) days of the date of such notification. After this ten (10) day period, we may assume you do not want these documents and may destroy them. Your original pleadings of record shall be available in the office of the Clerk of the Court in which they were filed, and we will attempt to maintain digital records of most of your file.

21. You understand most of the firm's communication to you will be via email, and it is important to keep these communications private. I realize when I communicate with my attorney in the presence of third persons or allow my communications with my attorney to be accessed by someone else, then those communications can lose their privilege. Unless otherwise advised by the firm, you should close, but not delete, social networking accounts.

22. You are, by signing below, agreeing you have read this contract and understand it fully.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO SEEK INDEPENDENT COUNSEL BEFORE SIGNING IT.

I UNDERSTAND THAT THE LEGAL REPRESENTATION ENDS WITH THE ENTRY OF A FINAL JUDGMENT AND THAT NO ACTION WILL BE TAKEN ON MY BEHALF SUBSEQUENT TO THE ENTRY OF A FINAL JUDGMENT WITHOUT A SEPARATE CONTRACT FOR REHEARING OR APPEAL. I FURTHER UNDERSTAND THAT SHOULD THERE BE ANY INTERLOCUTORY APPEAL TO THE MISSISSIPPI SUPREME COURT DURING THE COURSE OF MY CASE, OR ANY APPEAL TO THE MISSISSIPPI SUPREME COURT AT THE END OF MY CASE, A SEPARATE CONTRACT SHALL BE REQUIRED TO SECURE REPRESENTATION IN ANY APPEAL. I UNDERSTAND THAT I HAVE TEN (10) DAYS FROM THE ENTRY OF A FINAL JUDGMENT TO FILE A MOTION FOR REHEARING AND THIRTY (30) DAYS TO FILE AN APPEAL.

CLIENT'S SIGNATURE

DATE

GUARANTOR, if any

DATE

ROBERTSON + ASSOCIATES

DATE

