



ROBERTSON + ASSOCIATES
ATTORNEY/CLIENT EMPLOYMENT AGREEMENT
******FIXED FEE******

You, _____, agree to retain ROBERTSON + ASSOCIATES, PLLC (hereinafter “the firm”), to represent you in a legal action involving _____.

With the exception of any dispute over fees, you agree and contract to resolve any other dispute concerning, arising from and/or related to this Agreement by and through binding arbitration pursuant to the terms and conditions as set forth from time to time by the American Arbitration Association. Arbitration will take place in Madison County, Mississippi. Judgment rendered by the arbitration(s) may be confirmed, entered and enforced in any court having jurisdiction. You acknowledge and understand that, by agreeing to arbitration, you are giving up your rights to have any of the aforementioned disputes decided by a judge or jury.

You also agree to the following terms:

1. The attorney's fee is based upon the amount of time devoted to your case and the value of the service performed. In addition to the 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 economical use of time and the time of any staff.
2. Your cooperation is very important. You must inform us immediately of any change of address, telephone number, employment, or circumstances. Full disclosure of all facts is essential to enable us to represent you properly. You must promptly fill out and return all papers we request. If you do not, we have the right to withdraw from your case. You promise to read everything sent to you, and to ask questions if you do not understand something.
3. We will provide the following legal services:
 - Communication with counsel opposite or opposing party;
 - Investigation of the relevant facts to achieve your desired result;
 - Create and/or respond to all Court papers necessary to accomplish desired result;
 - Reasonable access to team members during regular business hours;
 - Research applicable legal authorities, as necessary;
 - Conduct all aspects of the information and evidence gathering process;
 - Prepare for and attend all hearings necessary to achieve your desired result;
 - Prepare for and attend the final hearing; and
 - Conduct settlement negotiations and complete settlement paperwork with your desired result and the most likely outcome of your case if it were to go to trial as the basis for any negotiation.

4. This contract will terminate and all sums paid shall be considered earned upon the conclusion of the case prior to new pleadings or an appeal or **THREE SIX NINE TWELVE EIGHTEEN** (circle one) months from the date of this Agreement.

5. The fee for legal services shall be _____. This is payable with a payment of _____ due upon the execution of this contract.

6. You shall also pay _____ per month payable on the first of each month after the execution of this agreement for a total of _____ months or until paid in full.

7. If your question or issue requires additional work and analysis beyond that which is identified in this Agreement, that work will be subject to an additional price negotiation before the service is to be performed, utilizing a Change Order. To assure that our office remains responsive to your needs, as well as fair to both parties, we will meet throughout the term of service and, if necessary, revise or adjust the scope of the services to be provided and the prices to be charged in light of mutual experience.

8. If client elects to attempt mediation, a fee of \$_____ per day of mediation shall be charged payable two weeks in advance of the scheduled day for mediation. Mediation is not recommended for cases involving domestic violence.

9. Services not covered by the foregoing fees include: filing fees, guardian ad litem fees, process server fees, court reporter fees, expert appraiser fees, witness fees, investigator fees, special master or independent accounting fees and mediator fees. Excessive costs for copying, or fees to persons or companies responding to subpoenas are also not covered. Normal copy charges, fax charges, computer charges, computer research charges, long distance, mileage and other travel expenses are covered by the foregoing fee schedule.

10. Furthermore, it is understood that either party may terminate this Agreement at any time, for any reason, within 10 days written notice to the other party.

11. 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.**

12. At our discretion, we have the right to withdraw from your case if you have misrepresented or failed to disclose material facts, if you fail to follow advice, if you fail to pay fees in a timely manner or for any other reason. Likewise, you may discharge the firm at any time for any reason. In any of these events, you will execute such necessary documents as will permit the firm to withdraw.

13. The court may order your adversary to pay part or all of your attorney's fees and costs. Such awards are totally unpredictable. You will remain totally responsible for payment of all fees and costs. Any amount received 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.

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

15. 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 that, 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.

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

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

18. You understand that we do not employ tax attorneys nor do we give tax advice, but that we may, if necessary, ask another professional for tax advice, for which you will be responsible to pay. You understand that we do not employ appraisers nor do we give advice as to the value of assets and that the only way to be certain of the value of certain assets is to employ an outside professional.

19. We will return phone calls as promptly as possible but you understand that our schedules may not permit immediate contact. You understand that the firm will work on your case and that it is impossible for any professional to be personally responsible for all aspects of representation.

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 that 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 this notification. After this ten (10) day period, we may assume that 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.

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

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO AND YOU SHOULD SEEK INDEPENDENT COUNSEL FROM ANOTHER ATTORNEY 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, THAT 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

M. CRAIG ROBERTSON, ESQ.
ROBERTSON + ASSOCIATES, PLLC

DATE