



ROBERTSON + ASSOCIATES  
ATTORNEY/CLIENT EMPLOYMENT AGREEMENT  
\*\*\*\*STANDARD\*\*\*\*

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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:**

The attorney's fee is based upon the amount of time devoted to your case and the value of the service performed. It is impossible to determine in advance how much time will be needed. 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. You will be billed for **ALL TIME** spent on your case including conferences, telephone calls, electronic communication, pretrial discovery, trial preparation, document drafting, correspondence and pleadings, negotiations, legal research, court time, travel to and from locations away from the office and for any other services necessary in your representation. **TIME IS BILLED IN QUARTERS OF AN HOUR;** that is, the minimum amount of time you are billed for any activity on your case is one-quarter (1/4) of an hour.

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 that require time that was not originally contemplated. You will receive an itemized hourly statement and will be invoiced once each month unless there is very little activity on your case. If the billing does not exceed the amount you have deposited into escrow, then you will receive a statement showing how much time was spent, how much money has been drawn from escrow, and how much money remains in escrow. In the event that the balance reflected on the fee statement remains unpaid thirty (30) days after the receipt of the invoice, an interest rate of one percent (1%) per month shall be applied to any outstanding balance.

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.

**You agree to pay attorney's fees as follows:**

1. This is not a fixed-fee contract. We charge \$300.00 per hour for all legal work performed by M. Craig Robertson, \$200.00 per hour for all legal work performed by senior associates and \$150.00 per hour for all legal work performed by junior associate attorneys. If it becomes necessary to hire other outside counsel, you must make your own arrangements with that attorney and we are not responsible for his or her fee, nor will he or she have a claim to any money held in escrow. We charge \$100.00 per hour for all work performed by law clerks, \$90.00 per hour for all work performed by paralegals and \$75.00 per hour for all work performed by legal assistants. **(On a periodic basis due to increased overhead and inflation, among other things, the hourly rates may be increased for all clients across the board, but you will be given advanced notice accordingly.)**

2. YOU UNDERSTAND THAT THE FIRM WILL NOT BEGIN WORKING ON YOUR CASE UNTIL BOTH RETAINERS ARE PAID IN FULL.

3. YOU AGREE TO PAY A *NONREFUNDABLE* RETAINER FEE of \$\_\_\_\_\_.**.00**. This sum is considered to be earned upon receipt, but it will be credited to periodic billings. In other words, with payment of this sum, you have purchased a certain amount of time, which we warrant to be ready, willing, and able to expend on your case. This represents the total fee should the time expended on your legal problem not exceed the nonrefundable retainer.

4. YOU AGREE TO PAY A *REFUNDABLE* FEE TO BE HELD IN TRUST of \$\_\_\_\_\_.**.00**. 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 that 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 that more money be placed into escrow to secure the fee. If you pay your monthly statement in full, depositing additional money into escrow may not be necessary depending on the status of your case.

5. Document and data storage is included in the hourly rate. However, if your case becomes inactive before being brought to a conclusion for over six months and we do not make other arrangements, you will be charged a service charge of \$100.00 per month against any funds remaining in your escrow account for document and data storage.

6. You agree to pay all costs of your case, including but not limited to court costs and expenses such as service-of-process fees, fax charges (\$0.50 per page), copy costs (\$0.25 per page), mileage (\$0.50 per mile) deposition costs, guardian ad litem fees, 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 that are 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 that we deem necessary to further your legal interest. You shall indemnify and hold M. Craig Robertson and all persons who work on your file associated with the firm individually harmless for any liability for any retained outside professional.

7. 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.

8. 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. You will be required to pay for the time expended to turn over the file(s) and other information to you or substitute counsel and for the time 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. If you call an attorney at home, double our hourly rate will be charged per call, unless, in the opinion of the attorney, it is an emergency.

15. 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 billed. 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.

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

17. 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.

18. 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.**

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CLIENT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GUARANTOR, if any

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE