



PATRICIA L. BROWN & ASSOCIATES, P.C.

FAMILY LAW



595 Round Rock West, Suite 201
Round Rock, Texas 78681
Telephone: (512) 246-1149
Facsimile: (512) 255-3657

Patricia L. Brown, Attorney*
Farah Ahmed, Attorney

Paula Israel, Paralegal*
Julia Rapp, Paralegal*

FIRM INFORMATION & POLICIES

About Our Firm

Patricia L. Brown & Associates was established in 1997. We practice primarily in Williamson and Travis counties, but can practice throughout Texas. We provide legal services in all areas of family law. Farah Ahmed joined the firm in 2017 and mediates family law cases in addition to representing family law clients. Additional information regarding our firm can be found at www.patricialbrown.com.

Our Policies

We believe it's best to clarify our policies and operational procedures for the benefit of our clients and ourselves. The following is an explanation of our policies concerning the casework, our billing and office procedures, termination of our contract, notices required to be given to clients, and other information we think it is important to share with our clients. Some of this information may not apply to your particular case. After you have reviewed this information, you may be asked to sign a statement that you have read, understood, and agree to these procedures.

This agreement is also a part of your contract, being referenced and incorporated in the contract that you signed titled "Employment Contract and Fee Agreement." If you have any questions about the contents of this agreement, please call us immediately. We want to make sure that you understand the agreement and are a satisfied client. If you disagree with any of the terms and conditions of this agreement, please call us to discuss the disagreement within three (3) days of the signing of your retaining contract. If you do not indicate within three (3) days that you do not agree with the terms of this agreement, you will be indicating your understanding of these terms and conditions, as well as your agreement to them.

Office Operation

Our office hours are 8:30 a.m. to 5:00 p.m., Monday through Thursday, and 8:30 a.m. to 12:00 noon on Fridays. We occasionally make arrangements to meet with clients outside office hours if necessary, and at our discretion. We are closed on most federal holidays.

If the attorney assigned to your case goes on a vacation greater than seven (7) days, you will be notified by mail or email correspondence. Our policy is to have at least one attorney available at all times.

It is our policy to do regular case reviews of each case in our care. These usually occur at least every two weeks. The case review enables us to review the status of your case, and ensure that necessary activity is consistently performed in a timely fashion. We believe the case review policy protects your case and the integrity of our work.

Use your paralegal. While anyone in our office has access to all files, and will endeavor to help you or answer questions for you, either Paula Israel or Julia Rapp will be assigned to your case as the primary paralegal, and will therefore have more detailed and up-to-date information regarding it. Your paralegal will often be more accessible than your attorney will, and can address many questions or situations that may arise in the progression of your case. The paralegals confer with the attorneys daily, and will make sure that we are made aware of all important developments. Both Paula and Julia are professional, efficient, easy to talk to, and will take good care of your case and your concerns. Both of them are also board certified by the Texas Board of Legal Specialization. E-mail is the most efficient means of communication.

Billing Practices

Invoices are usually sent out on the 1st and 15th of each month. You will be charged for legal services, costs, and expenses as explained in the Employment Contract and below.

Hourly Billing: You will be billed an hourly rate for all time spent on your case, specifically including time spent on legal services performed, by your primary attorney, and/or any member of our staff. The hourly rate will be billed in minimum units of one-quarter hour, even though the time spent may be less than one-quarter hour. Partial units of one-quarter hour will be rounded up to the next quarter hour.

Telephone calls: The hourly rate will apply to all time spent on telephone conversations with you (although we do not charge for calls of a very short nature), the opposing attorney, or witnesses, and consultations with experts and any other persons desirable for the representation of your case. It can even apply to communications with your opposing party, if your opposing party is not represented by another attorney, and is therefore representing him or herself.

Other activities to which the hourly rate will be applied: It also will apply to reading and writing all correspondence and email. The hourly rate will also apply to all time spent in legal research, drafting, meetings, court appearances (including time spent waiting for hearings and driving time to and from court) and any others activities desirable for representation of you in your case, including file reviews. The hourly rate will also apply to all time spent in withdrawing from the case, if such withdrawal is necessitated because of actions of the client.

What do Legal Services Include?

Legal services include, but are not limited to, the following:

1. providing legal counsel and advice to the client;
2. preparing and filing the necessary pleadings and documents;
3. reviewing, analyzing, and strategizing;
4. conferences, telephone calls, and any other communication with parties, witnesses, or other persons having information helpful to the representation;
5. preparing and attending court hearings/trial and mediation;
6. communicating with opposing counsel, experts and any consulting professionals;
7. performing legal research;
8. any other activity that the lawyer finds necessary to provide the most effective representation.

Costs and Expenses: You will be billed the actual cost of any costs and expenses expended in furtherance of your case.

What are Costs and Expenses?

Some expenses will be necessary during your case. Such costs include, but are not limited to, the following:

1. Court costs, including filing fees and copy costs;
2. Postage;
3. Copy service and courier fees;
4. Court reporter fees and transcript fees;
5. Process server fees;
6. Fees for consulting professionals, if agreed to;
7. Photocopies at (.20) twenty cents per page);
8. Copy and duplication costs;
9. Costs associated with producing exhibits;
10. Travel expenses associated with travel to counties outside Williamson and Travis counties;
11. Costs of parking and tolls, in any county, if any;
12. Administrative fees (\$150 flat fee per client); and
13. Any other out-of-pocket costs necessary to be paid to further your case.

The above expenses are paid out of your retainer funds, and will be itemized on your monthly invoice. Fees related to private investigators, costs of social studies, translator fees, mediation, arbitration, or the appointment of an ad litem or amicus attorney are paid by you, in excess of your retainer funds. Your attorney will discuss these professional fees or costs with you as the necessity for them arises, and make arrangements for payment of these with you as needed.

General Provisions of Our Practice

We will expect you to notify the firm of all changes of your address, telephone and/or employment promptly, and to keep us apprised of these changes during the

pendency of this case and thereafter until all attorney's fees and expenses, including interest at the rate of 18%, are paid in full.

The place of performance of this agreement is in Williamson County and/or other county in which your case is pending. All fees and expenses are payable at the address of our firm.

Your attorney and this law firm do not make any representation or guarantees as to the outcome of this case. Nor do we make any representation or guarantees as to the final total cost of your individual case, as it is impossible to predict in advance the course of your case, and how much work will be required to complete it.

This written agreement, combined with the contract signed by you, the client, and an attorney representing Patricia L. Brown & Associates, P.C., contains our entire agreement of the attorney and client. There are no terms of our agreement that are not contained in these two documents.

If any dispute should arise concerning this agreement, you, the client, and the firm agree to participate in mediation and any other alternative dispute resolution to resolve our differences.

It is impossible to anticipate in advance the amount of time that will be required to work on each case. Therefore, the Firm has made no estimate as to the total fee for your legal services.

You understand and agree that you must pay these fees whether or not we are able to resolve your problem to your satisfaction. The firm has made no guarantees to client as to the outcome of the case.

Working Together on Your Case

Confidentiality: Confidential conversations between you and our firm are protected by law and by the disciplinary rules to which attorneys and law firms are subject. The reason for this confidentiality protection is that the experience of many years has proved that the interests of the client are best served when the client's attorneys are fully informed of all facts well in advance of any possible contest. Your candor will assist us tremendously in effectively representing you. It is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on us to be candid with you as well.

Please be advised though that some communications between the attorney and client are not confidential. Texas Family Code section 261.101 requires that a professional (which includes your attorney and firm staff) has cause to believe that a child has been abused or neglected or may be abused or neglected or that a child is a victim of an offense under Texas Penal Code section 21.11, the profession shall make a report not later than the forty-eighth hour after the hour the professional suspect

the child has been or may be abused or neglected or is a victim of an offense under Texas Penal Code section 21.11.

Tell the Truth: In order to protect your rights and interests, it is critically important that you keep your attorney(s) fully informed of all the facts. Your absolute truthfulness is essential to us in providing effective representation. In the event that we discover that you have not been truthful to the firm, or in testimony under oath or to discovery, or that you represent to the firm that you intend not to be truthful, the firm may withdraw as your attorney.

Communication: We will keep you well informed as to the progress of your case. You may call the office or email the attorney or paralegal at any time to find out the present status of your case. The file and its progress are open to your inspection at any time, upon reasonable notice, and you may request additional copies of any of the documents that you would like to have for your own file. Copies of all documents sent to the opposing counsel or filed with the court will be sent to you for your records.

Representation: The objectives of your case will be decided by you. However, the methods used to achieve those objectives will be the sole purview of the attorney and firm. What that means is that you decide, based on our consultation and advice, what you want to achieve as an outcome of your case, while the attorney and our office set the legal strategy and procedure towards that outcome. We will follow the "Texas Lawyer's Creed" (found at www.texasbar.com) and customary standards of professional courtesy with the opposing counsel and courts.

No Warranty of Outcome: Due to the uncertainty of family law cases, we cannot warrant, guarantee or predict the outcome of your case.

Cooperation with your Attorney: We will advocate for you strongly. To facilitate this goal, we need your cooperation. In employing us, you are agreeing to cooperate to the best of your ability, including:

1. Promptly advise us of any changes in address, contact information, employer or circumstances related to our understanding of your care;
2. Timely pay all fees, expenses and retainers requested;
3. Timely responding and complying with all requests for information, documents and tangible evidence;
4. Be available, with reasonable notice, at all reasonable times for consultation with the attorney or paralegal responsible for the case; and
5. Be available, with reasonable notice, for all depositions, mediations and court appearances.

Our Philosophy Regarding Settlement: It is our belief that all appropriate efforts should be made to bring about an amicable settlement in family law cases. We believe that an amicable settlement, if one can be reached, is generally less traumatic and less expensive for those involved. We also recognize that settlement is not appropriate or possible in all cases. Settlement efforts may include conferences between the attorney and the client,

conferences with the attorney for the opposing party or parties, mediation, or any other appropriate method of resolving the issues.

An attorney or paralegal will communicate with you during settlement procedures, and no agreements to settle the case will be made without your approval. We will expect you, likewise, to communicate with your attorney or paralegal, and to inform us about any settlement agreements that you may reach independently with your opposing party.

Valuing Assets: Our firm does not value marital assets, and is not being retained to do so on your behalf. You must determine, based on information you either already have, or will obtain through the case, which assets you would like to receive, the value of those assets and the economic ramifications concerning receipt of certain property. We may advise you to retain appropriate experts such as accountants, financial advisors, or real estate or business appraisers, to assist in this regard. If there are any questions concerning any of these issues, you should discuss them with your attorney and authorize us to retain appropriate experts to provide assistance on your behalf.

Employing Professionals: It may at some point become necessary to employ certain professionals on your behalf. Professionals occasionally necessary in court cases include court reporters, expert witnesses, consultants, appraisers, investigators, accountants, and mental health professionals. One of us will consult with you before the employment of the professionals. If you agree to the employment of the professional, you will pay the fees and expenses of any such professionals, in addition to the fees and expenses incurred by your attorney. You understand and agree that we do not give tax advice. You are advised to seek the advice of a tax professional on all matters relating to taxes.

It may be necessary to make advanced payments of the fees and expenses of such professionals. We will give you the earliest notice possible of the estimated amounts of these fees and expenses and the date when payment is due.

E-mail Communication: We have found that the most effective form of communication with our clients is by e-mail. This gives the clients and our office verification of what has been requested, etc. We do request that you not copy e-mails between you and your attorney (including paralegals) to members of your family, friends, clergy, etc. The copying of our communications to others waives your attorney-client privilege and it also may increase your billing, as your attorney may then be forced to review and respond to e-mails from those people who were copied on the communication.

Additionally, you may want to evaluate the security of the email address that you provide to us. If you think that there is any possibility that your opposing party has the ability to access your email, you may want to obtain a new email address to be used for communication with our office. Obviously, it could be detrimental to your case for your opposing party to be ready the communications between you and your attorney's office.

Who is our client? The client is the person we are representing, regardless of who is paying the bill. Although we often agree to talk with family members and friends of our

clients, we are only obligated to consult with our client. The firm is not required to consult with our clients' parents, significant other, relative or any other third party, surety or spouse concerning this legal matter. You agree to notify any such person of this paragraph if asked to do so by your attorney. We will only take direction from the client.

We only represent you for the matter for which you have retained us. This agreement does not include representation in any action subsequent to the conclusion of the matter for which you retained the firm, such as enforcement actions after a final order in the case has been obtained, motions for new trial, modifications, and appeals. If you wish to pursue any of the above actions, or your opposing party begins any of the above actions against you, you and your attorney will consider such action as a separate case. A new fee agreement and contract will be necessary for the new proceeding. We do not represent you on any matters other than the matter(s) specified on your contract which may exist or arise during our representation of you, specifically including any criminal matters that exist or may arise during the case for which we are representing you. If additional matters require legal attention, and you would like our services for them, speak to your attorney; we will either accept the work or refer you to someone who can help you.

Uncontested Divorces: For clarification purposes, we define an uncontested divorce as one in which the Respondent does not hire an attorney, the Respondent signs a Waiver of Service and does not have to be served, and the parties reach a complete agreement on each and every issue of the case without negotiations through or input from the attorney. An uncontested case involves very few telephone calls from the client to the attorney and includes only one draft of the final decree of divorce. Completing your divorce as an uncontested matter is the most efficient and least expensive method.

Getting Attorney's Fees from the Opposing Party: Sometimes it is possible to recover attorney's fees and expenses from the opposing party/parties, but this is not true of every case. We will certainly attempt to do so, when, in our judgment it is appropriate and our client desires it. However, we have no obligation to recover attorney's fees and expenses from the opposing party/parties. If the court awards attorney's fees or expenses, that fact does not affect the amount of our fee. If the fees ordered are not paid by the opposing party/parties, then you will still be required to pay the attorney the full amount of the unpaid fee. We have no obligation to engage in collection activities to collect any fee awarded by the court. If the fees are owed to the attorney by your opposing party/parties, any such fee collected by us will be credited towards your unpaid fees and costs. If you don't have any unpaid fees or costs, the amount collected from your opposing party/parties will be remitted to you.

Files/Documents After Conclusion of Your Case: Upon the conclusion of your case, the originals and copies of documents or other tangible items that have been delivered to us during your case must be picked up within 30 days after the conclusion of the case. If these documents are not picked up, we reserve the right to dispose of those documents. We may destroy your file, at any time after thirty (30) days following the conclusion of your case, at our option. We will be happy to provide you with a copy of your file at any

time, with reasonable notice. If you request that the firm provide you with a copy of your file, you may be charged a reasonable copying or retrieval fee.

Refund of Remainder of Retainer Funds: It is our policy to refund the remainder of your escrow accounts funds on the month following the closing of your file with our office. For example, if your file is closed with our office on February 1st, you would receive your refund at the time that the billing is sent out around the middle of March. As per the Texas Supreme Court, the interest earned on funds held in a lawyer's trust account must be remitted to the Texas Equal Access to Justice Foundation to fund legal services for indigent persons.

REQUIRED NOTICE TO CLIENTS

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 you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll-free phone call.

We want to have 100% satisfied clients. Please bring any dissatisfaction with our services to our attention, and we will do our best to address the situation and make it right.

LAWYER'S CREED & ADR

A copy of the Texas Lawyer's Creed is included in your kit. We encourage you to read the attached copy of the Texas Lawyer's Creed and agree to cooperate so that we can use our best efforts to follow the Texas Lawyer's Creed. You are agreeing, in your acceptance of this document, not to take any action to prevent us from following the Texas Lawyer's Creed.