313

wS&H West Short & Howell, PLLC

Attorneys and Counselors at Law

ATTORNEY/CLIENT PRIVILEGED INFORMATION– BUSINESS

_____
(Today's Date)

Full Company Name: _____
Other Names Known By: _____

What type of company are you? (Sole Prop., S-Corp., C-Corp., Partnership, etc.)? _____
What state were you incorporated in, if applicable? _____
What is your Employer Identification Number, if applicable? _____
Who are your officers and directors, if applicable?_____
_____

Who is the primary contact for this matter?_____
Business Address: _____
City: _____ State: _____ Zip: _____
Work Phone: _____ Mobile Phone: _____ Fax: _____
Email Address: _____

Do you prefer that we contact you at: ☐ Work ☐ Mobile
Do you prefer that we send invoices to you via: ☐ Email ☐ Mail ☐ Both

Have you consulted or retained any other attorneys on this matter before coming to this office?
☐ Yes ☐ No If yes, please state who that attorney was:
_____

Who are the potentially adverse parties in this matter?
_____

How did you hear about us? ☐ Internet ☐ Yellow Pages ☐ Lawyer Referral Service
☐ Referral from _____

For Firm Use:

Enter new client into: ☐ QB ☐ Address Book ☐ Excel Client List
☐ File Created ☐ Rep Agrmt ☐ Refer Matrix
☐ Conflicts-Check Database

Responsible Attorney: _____
File Name: _____
Retainer: _____
Category: _____
Client Type: _____

TERMS & CONDITIONS OF WSH'S REPRESENTATION OF CLIENT

These terms and conditions ("T&Cs"), constitute the entire agreement between West Short & Howell, PLLC, and its attorneys and staff (collectively, "WSH") and the client identified on the first page of this document ("Client") concerning the terms under which WSH will represent, and continue to represent, Client. If any of these T&Cs are determined to be unenforceable or to violate any law, the remainder will continue in full force and effect. These T&Cs shall be effective as of the date of Client's first meeting with an attorney at WSH. WSH and Client agree to the following:

Purpose: To facilitate our best representation, it is important for Client and WSH to agree on the terms and conditions of that representation. Client hereby retains and employs WSH to represent Client in connection with the matters that Client requests WSH to handle and WSH agrees to handle. If Client's matter involves litigation, Client requests that WSH investigate, resolve, negotiate, settle and/or sue for and recover all damages and compensation to which Client may be entitled to receive from any entities or persons, as well as to defend and settle all claims brought against Client in connection with such litigation.

Attorney-Client Privilege to Apply: All confidential communications between Client and WSH shall be privileged from disclosure and shall be kept confidential as attorney-client communications, except to the extent otherwise directed by applicable law or when Client consents to disclosure.

WSH Adheres to the Texas Lawyer's Creed: WSH adheres to the requirements of the Texas Lawyer's Creed, which is a code of conduct designed to promote professionalism and civility in the practice of law. A copy can be found at the following address: https://www.legalethicstexas.com/resources/rules/texas-lawyers-creed/.

Client Retainer: WSH may request that a Client pay a retainer fee ("Retainer") before any work begins or continues. If WSH requests a Retainer, Client will immediately pay to WSH the amount requested, which WSH will deposit into an Attorney Trust Account regulated by the State Bar of Texas. The Retainer will be used to pay for attorney fees, costs and expenses billed by WSH to Client. If WSH requests that Client replenish the Retainer, or increase the Retainer because of upcoming work, Client will pay the amount of Retainer requested no later than the fifteenth day of the month in which such request is made. Any portion of the Retainer remaining at the conclusion of WSH's representation of Client will be promptly refunded to Client.

Attorney Fees to be Paid by Client: Client will pay WSH for the time incurred by our attorneys and legal staff working on Client's matter, or responding to complaints, claims, demands, or suits made or filed by third parties and arising from Client's actions or inactions. Except for any estate planning work that WSH agrees to bill at a fixed price, WSH's fees will be billed on an hourly basis, pro-rated for partial hours in tenths of an hour. The hourly rates for WSH will charge are listed on its website at http://www.westshorthowell.law/rates/. These rates may change from time to time, and WSH will notify Client at least thirty days in advance of any such change.

Costs and Expenses to be Paid by Client: In addition to attorney fees, Client will pay all costs and expenses incurred by WSH in connection with WSH's representation of Client, including, but not limited to, deposition costs, record production costs, witness expenses, investigation services, expert witness fees, filing fees, co-counsel/local counsel fees, postage, research fees, photocopying and scanning charges at twenty-five cents per page, sanctions and/or fees assessed by a court arising from Client's actions or inactions, transportation and travel costs, including lodging and meal costs.

Monthly Invoicing: On or about the first day of each month, WSH will send an invoice to Client by e-mail for any attorney fees, costs and expenses incurred in connection with WSH's representation of Client, which Client agrees to pay no later than the fifteenth day of the month in which such invoice was sent. If Client elects to pay an invoice by credit card, Client agrees to pay a 3.5% convenience fee to offset the additional cost to WSH.

Client to Cooperate with WSH: Client and Client's representatives will be reasonably available to WSH during WSH's representation of Client, shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with all reasonable requests of WSH for cooperation in connection with communications, meetings, and the preparation and presentation of any claims or defenses, including but not limited to providing full cooperation and assistance during the litigation and discovery processes. Client agrees to notify WSH within three days of any change in Client's physical address, email address, or telephone number.

WSH May Stop Work or Withdraw: WSH may cease work on Client's matter, or withdraw from representing Client further, if Client fails to timely pay any WSH invoice billed to Client, or fails to timely replenish the Retainer as requested, or if in WSH's professional judgment the claim or defense should not be pursued further, or in the event of any disagreement between Client and WSH. Any withdrawal by WSH will be limited to those circumstances under which the applicable court rules and Disciplinary Rules of Professional Conduct permit withdrawal from legal representation, which require WSH to notify Client of the withdrawal. Stopping work can have a detrimental effect on a litigation matter, including but not limited to duplication of effort or additional court hearings. If Client is an entity, most courts do not allow an entity to represent itself in court. If WSH withdraws, a court may require new counsel to be obtained by Client quickly or Client's rights may be adversely affected.

Client May Terminate WSH: Client has the right to terminate WSH's representation of Client at any time; provided, however, that in the even that such representation involves litigation, WSH may be required to obtain permission from a court to withdraw from representing Client before WSH's representation of Client can end, and Client agrees to pay the fees, costs and expenses incurred by WSH in connection with such withdrawal.

WSH to Handle Funds Received from Third Parties: Any drafts, checks, security, money orders or other compensation received by WSH from a third party in connection with WSH's representation of Client shall be made payable to WSH, shall be deposited into Client's Retainer account, and shall be utilized to pay any amounts due to WSH for attorney fees, costs and expenses. If a third-party also has a claim to funds in Client's Retainer account, and Client disputes such claim, the Texas Disciplinary Rules of Professional Conduct may require WSH to retain the disputed funds in its Attorney Trust Account until the dispute is resolved by agreement or court order.

Addresses for Notice: Any notice required to be given hereunder shall be delivered by e-mail, by first class mail, or by certified mail, return receipt requested, to the address on the first page of this document.

Client Has the Authority to Hire WSH: Client represents and warrants that Client: (1) has had an opportunity to carefully review these T&Cs or has had an opportunity to have them read to Client by persons of Client's choosing; (2) has had an opportunity to discuss these T&Cs with an attorney not affiliated with WSH if Client so desires; and (3) understands and will abide by these T&Cs. If more than one person and/or entity comprises the Client, each such person and/or entity agrees to be jointly and severally responsible for the attorney fees, costs and expenses incurred in connection with WSH's representation of all such persons and/or entities unless otherwise agreed in writing by Client and WSH.

Notice Regarding Litigation Matters: If WSH's representation of Client involves litigation, WSH would like you to know the following:

1) Client may be required to produce files and records relating to the case, answer written interrogatories under oath, appear and testify in a deposition (including possibly a video deposition), and appear and testify in court at hearings and trial.
2) Texas courts allow broad discovery in litigation, including such matters as personal financial statements, bank statements, income tax returns or portions thereof in certain circumstances, marital history, criminal history, prior lawsuits, and other similar information that Client may regard as highly personal and confidential.
3) While there are certain limits on the right of the opposing party to obtain such information in pre-trial discovery, please be advised that this information may be required to be produced or disclosed if relevant. Failure to obey the discovery rules or the Court's discovery orders can result in monetary sanctions against Client and either dismissal of the case or entry of a default judgment against the party refusing to comply with a discovery rule or order.
4) It is very important that Client retain in original form all documents and electronic files, including e-mail, that may pertain directly or indirectly to the transaction and events at issue in the litigation. Even the innocent destruction or alteration of evidence can have harsh adverse consequences for Client's legal position. Therefore, all files and documents, including electronic files, e-mails, and documents, should be kept intact for the duration of the litigation, and it is Client's responsibility to do so.
5) Disclosing the contents of Client's communications with WSH to a third party – even a family member or friend – may result in a waiver of the attorney-client privilege. Please consult with WSH prior to any such disclosure in order that WSH may advise Client further concerning the risk of waiver of the attorney-client privilege.
6) Because of the risk of disclosure from mistaken delivery or accidental forwarding, Client should avoid sending WSH any e-mail that contains any information that Client considers highly confidential. Routine e-mail regarding scheduling matters, etc., is acceptable. Communication of highly confidential matters should be limited to telephone conversations or in-person meetings only.
7) **WSH does not guarantee that a matter will cost any particular amount, or that any particular outcome will occur.** Litigation is an inherently unpredictable process that involves the decisions and actions of judges, juries and other third parties over which WSH has no control. Consequently, it is impossible for WSH to accurately predict, much less guarantee, the ultimate cost or outcome of any litigation, and any opinions provided to Client of such costs or outcomes are, at best, educated guesses about what might, or might not, occur based upon WSH's experience.

Disputes with WSH to be Mediated and Arbitrated: In the event of any disagreement between Client and WSH, and prior to the commencement of any formal proceedings, the parties shall first attempt in good faith to reach a negotiated resolution by designating a private mediator to resolve the dispute through non-binding mediation. If the dispute is not resolved through mediation, the dispute shall be resolved through binding arbitration in accordance with the Texas Arbitration Act and the then-current commercial rules and procedures of the American Arbitration Association (the "AAA") before a single private arbitrator in private proceedings in Georgetown, Texas. The parties shall act in good faith to reach agreement on the selection of such arbitrator, but either party may request that the AAA appoint one arbitrator, taking into consideration the unique aspects of WSH's representation of Client. The arbitrator shall apply the laws of the State of Texas and the United States of America, without reference to conflict of law rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award, indirect, consequential, punitive or exemplary damages against any party. Notwithstanding the foregoing, WSH may at its option pursue recovery of an outstanding balance due to WSH in a judicial proceeding in any venue and court of competent jurisdiction. If any party is required to secure the services of an attorney in order to enforce any rights or obligations hereunder, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses from the other party.

Limitation of WSH Liability: The liability of WSH in contract, tort or otherwise for direct damages to Client or any third party arising from WSH's representation of Client shall be limited to the amount of the attorney fees paid to WSH by Client during the twelve-month period prior to the event giving rise to such liability.

State Bar Notice: 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's Office of the Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 800-932-1900 for more information or visit cdc.texasbar.com.

Artificial Intelligence (AI) Notice: Please be aware that if you provide any information about your case to an AI Agent, such as Chat GPT or Claude, you could be required to disclose such information to adverse parties, which could be detrimental to your case, claims or defenses.

Client Signature: _____