

THE MENDEL LAW FIRM, L.P.

Attorneys & Counselors

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VIA E-MAIL

November 26, 2019

Re: Agreement for Legal Services.

Reid Stephen Cain
27614 Heritage Pass
Boerne, TX 78006

Dear Mr. Cain:

We thank you for your interest in retaining our firm to assist you. As we previously discussed, this letter sets forth the agreement between The Mendel Law Firm, L.P. (the "Firm" or "MLF") (and includes any successor entity to MLF) and yourself, Reid Stephen Cain, (the "Client") (whether one or more), with respect to Client's desire to employ MLF to represent Client in a probate proceeding for the *Estate of Mary Nan Cain* (the "Work"). The term "Client" does not include any related persons, such as parents, siblings, subsidiaries, affiliates, employees, officers, directors, members, shareholders, or partners.

1. Authority to Act:

A. Client authorizes MLF to perform the Work as described above, and to perform such other and further Work as agreed by Client and MLF, or as MLF, in its sole discretion, deems necessary to protect Client's interests, including, but not limited to the following:

- 1) Apply to the Court and seek the admission of the Will to probate.
- 2) Assist with your appointment as co-executor of the Estate.
- 3) Obtain letters testamentary to the extent needed to probate the Estate.
- 4) Marshall, identify, and verify the value of Estate assets.
- 5) Assist in the division of assets of the Estate.
- 6) Notify creditors, to the extent required by law.
- 7) Assist in the determination of whether or not any creditor's claims are valid.
- 8) Prepare an inventory, appraisal, and list of claims for the Estate.
- 9) Prepare such federal estate tax returns and state inheritance returns as applicable.

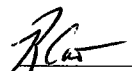

Initials

EXHIBIT B

- 10) Such legal research, if any, needed to complete the foregoing.
 - 11) Coordinate with your tax advisors, as needed.
- B. In the event litigation arises in the probate of this Estate, then Client authorizes MLF to prosecute and/or defend such lawsuits, if any, to settlement or final judgment.
- C. Client agrees that MLF may refuse to perform any work for any reason, including, but not limited to, the reason that, in MLF's sole opinion, Client's objectives lack merit, the objectives are not warranted under the facts, or under existing law, or if such objectives cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or if such objectives are economically unfeasible for MLF to pursue.
- D. Client acknowledges that in order for MLF to properly complete the scope of Work outlined above, Client will be obligated to provide MLF with certain information including, but not limited to, *if applicable* to the Work:
- 1) Your Social security card.
 - 2) Your driver's license or photo identification card.
 - 3) Decedent's death certificate.
 - 4) Decedent's driver's license or photo identification card.
 - 5) All financial account statements and signature cards.
 - 6) All records regarding income (*i.e.* Social Security benefits, Disability benefits, retirement benefits, pension benefits, etc.).
 - 7) All life insurance information.
 - 8) All annuity information.
2. **Compensation & Expenses:**
- A. **Compensation:**
- 1) In consideration for the services rendered or to be rendered by MLF, Client agrees to pay MLF the standard hourly rates of MLF's attorneys, legal assistants, and law clerks for work performed on Client's behalf, plus expenses.
 - 2) At the present time, MLF's standard hourly rates are as follows: (1) attorneys – \$175.00 to \$395.00 per hour; (2) law clerks – \$95.00 to \$130.00 per hour; and (3) legal assistants – \$75.00 to \$130.00 per hour. The foregoing rates are subject to change without notice or any subsequent approval, and generally change on or about January 1 of each new calendar year. Invoices are due and payable in Harris County, Texas within ten (10) days of issuance.
- B. **Expenses:**
- 1) Client understands that all expenses incurred in the investigation, development, and litigation of Client's case may be advanced by MLF, but shall remain the ultimate responsibility of Client. Expenses include, but are not limited to, those that relate to couriers, court reporters, depositions, filing fees, investigation, long distance and

cellular charges, legal research, non-reimbursed court costs, photocopies, postage, service of process, subpoenas, taxes, and travel.

- 2) Client understands that, as a general rule, Client will be charged: (1) \$0.20/page for internal photocopies and faxes; and (2) \$20.00 per daily logon for legal research through Lexis/Westlaw, plus such other charges, if any, as may be assessed by Lexis/Westlaw for research related to non-Texas authorities or databases.

3. Trust Account:

- A. Client agrees to pay MLF \$5,000.00 as a retainer that MLF will deposit into its Iolita trust account. **CLIENT FURTHER AGREES TO CONTINUOUSLY KEEP THE TRUST BALANCE AT NOT LESS THAN \$5,000.00.** During the course of this engagement, it may be necessary in MLF's judgment to request the payment of an additional retainer or retainers, and, if so requested, Client agrees to promptly deposit the additional retainer or retainers with MLF.
- B. **CLIENT WARRANTS AND REPRESENTS THAT ANY AMOUNT REQUESTED BY MLF AS A RETAINER DOES NOT CONSTITUTE A WARRANTY, REPRESENTATION, GUARANTEE, OR ESTIMATE OF THE COST OF THE WORK, AND THAT THE WORK MAY BE LESS THAN, EQUAL TO, AND/OR MORE THAN THE RETAINER SO REQUESTED.**
- C. The deposit of the retainer will not eliminate or modify Client's obligation to pay promptly all invoices which MLF periodically renders. Upon conclusion of the work, MLF will refund any excess funds that remain in the trust account.
- D. All proceeds received on Client's behalf will be deposited into MLF's Iolita trust account, from which MLF may reimburse itself or pay third parties for expenses incurred on Client's behalf, reimburse itself for the fees earned, and then remit the balance, if any, to Client.
- E. Client irrevocably makes, constitutes, and appoints MLF as Client's attorney-in-fact, with a power coupled with an interest, to sign Client's name and negotiate all checks or other instruments in settlement or payment of any judgment, and to deposit such proceeds into MLF's Iolita trust account, from which MLF may reimburse itself or pay third parties for expenses incurred on Client's behalf, reimburse itself for the fees earned, and then remit the balance, if any, to Client. It is further agreed that the grant of the foregoing power of attorney shall survive the termination, if any, of this Agreement or the attorney/client relationship.
- F. In order to secure the payment of all sums due under this Agreement, Client grants MLF a security interest in all real and personal property of the Estate, and further authorizes MLF, in its discretion, to perfect such security interest by filing such lien(s) and/or financing statement(s) as MLF deems reasonable and/or necessary. As such, this Agreement constitutes a security agreement.

4. Invoices:

- A. From time to time, MLF will bill Client for legal services rendered and expenses incurred on Client's behalf. Client agrees to pay all invoices within seven (7) days after receipt of such invoices. Client further agrees that MLF may deduct all unpaid fees, and expenses from all proceeds recovered from any other parties to this or a related action during the pendency of any action related to this matter.
- B. CLIENT ACKNOWLEDGES, UNDERSTANDS, AGREES THAT ALL INVOICES ISSUED BY MLF SHALL BE AT SUCH INTERVALS AS MLF, IN ITS SOLE DISCRETION, DEEMS APPROPRIATE OR NECESSARY. CLIENT FURTHER AGREES TO NEVER ASSERT AS A DEFENSE OR AN ARGUMENT FOR NONPAYMENT THAT MLF FAILED TO FOLLOW SOME SCHEDULE FOR ISSUING INVOICES, OR THAT DUE TO THE ABSENCE OF AN INVOICE CLIENT WAS UNAWARE THAT WORK WAS PERFORMED ON BEHALF OF CLIENT, OR THAT PAYMENT WAS NOT DUE UNTIL AN INVOICE REACHED OR ACCRUED TO A CERTAIN AMOUNT.**
- C. Notwithstanding the fact that MLF will issue invoices at such intervals as MLF, in its sole discretion, deems appropriate or necessary, Client is always free to request invoices at more frequent intervals, and MLF will endeavor to accommodate those more frequent intervals. Client agrees, however, that all such requests must be in writing.
- D. A failure by Client to pay all sums due to MLF will, at the option of MLF, result in a cessation of work then in progress until all outstanding balances are brought current.
- E. Time and expenses incurred in the collection of outstanding fees, expenses, and/or judgments due MLF shall also be billed to Client at MLF's standard hourly rates. In addition, Client shall be billed at MLF's standard hourly rates for invoices to be prepared in a manner other than MLF's standard format.
- F. The outstanding balance of any fee, expense, or judgment due MLF, and which remains unpaid for more than fifteen (15) days from the date the invoice or judgment was issued shall bear interest on the outstanding balance at the rate of 1.5% per month, compounded annually, until paid in full.
- G. Client authorizes MLF, and such agents or representatives as MLF may retain for the collection of amounts due MLF, to process electronic payments, such electronic payments to include, but not necessarily be limited to:
- 1) Electronic checks or ACH transactions against Client's bank account, if Client provides MLF with the minimum information required to process an ACH transaction. Client agrees that ACH transactions are nonrefundable and not subject to the charge-back process of Client's financial institution.
 - 2) Credit card payments, if Client provides MLF with the minimum information required to process a credit card payment. Client agrees that credit card payments are nonrefundable and not subject to the charge-back process of Client's credit card companies.

All invoices issued under this Agreement assume payment by cash, check, or wire transfer. Payments by credit card incur a convenience fee of three percent (3.0%) of the payment amount. Payments by ACH incur a convenience fee equal to one percent (1%) of the payment amount. Client understands and agrees that all fees permitted by this paragraph are in addition to all other fees or charges that may be assessed against or owed by Client. **CLIENT AGREES THERE IS NO RIGHT OF REFUND OR CANCELLATION OF THIS CHARGE, UNLESS THE REFUND OR CANCELLATION IS ISSUED BY MLF.**

5. Entire Agreement:

This Agreement contains the entire agreement between the parties hereto relative to the subject matter hereof, and supersedes all prior and contemporaneous negotiations relative to the subject matter hereof. No variation, alteration, modification, amendment, or change of this Agreement shall be binding upon any party hereto unless set forth in a document duly executed by the parties. Client further agrees that it will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character or by any course of dealing.

6. Electronic Rider:

Client and MLF agree that, with respect to this Agreement, all signed documents transmitted by email or machine shall be treated in all manner and respects as an original document. Any signed fax, electronic, digital, or photocopy document shall be considered to have the same binding legal effect as the original signed document. Either party may request that a fax, electronic, digital, or photocopy document be re-executed as an original document and in its original form, and the other party hereby agrees to promptly comply with such request. The parties agree that neither shall raise the use of a fax, electronic, digital, or photocopy signature as a defense to this contract and forever waive such defense.

7. Imaging of Documents.

Client understands and agrees that MLF's document retention policy may involve the imaging of this Agreement and other documents sent by MLF to or received by MLF from Client and/or any persons or entities regarding the subject matter of this Agreement or the Work required under this Agreement or by Client, and the destruction of the paper originals of all such documents. Client, therefore, forever waives any right that Client may have to a claim that the imaged copies are not originals; provided, however, either party may allege and prove that the imaged copy was altered without the challenging party's knowledge and/or consent.


Initials

8. Termination/Withdrawal:

- A. Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause; provided, however, notice of termination shall not be effective unless expressed in writing and received by MLF. Please note, however, that any termination of MLF's services will not affect your responsibility to pay any fees and/or expenses due MLF.
- B. Client agrees that MLF may withdraw from representation of Client for any reason, including, but not limited to, the reason that Client has not paid any sums due under this Agreement. This right of withdrawal is unlimited and extends, specifically, to withdrawal from any court proceeding in which MLF is representing Client. Any withdrawal by MLF does not serve as a waiver to any fees and/or expenses owed by Client under the terms set forth in this Agreement.

9. State Bar of Texas 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 General Counsel will provide Client with information about how to file a complaint. Please call 1-800-932-1900 for more information.

10. Time is of the Essence:

Time is of the essence as to all of Client's obligations under this Agreement.

If the foregoing accurately sets forth our mutual agreement, please *initial the lower right hand corner of each page and sign the last page* of this letter where indicated below and return a signed copy of the agreement to us.

We appreciate the opportunity to be considered for this matter.

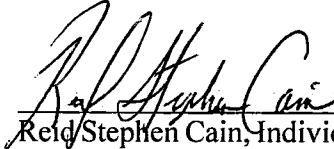
Very truly yours,

// s // Emily J. Wyatt

Emily J. Wyatt
For the Firm


Initials

AGREED & ACCEPTED PER THE FORE-
GOING & THE FACT THAT THE WORK
IS AN HOURLY RATE PLUS EXPENSES
AND NOT A FLAT OR FIXED FEE:



Reid Stephen Cain, Individually & As the Co-
Executor of the Estate of Mary Nan Cain
Date Signed: 11/26/2019

AGREED & ACCEPTED:

Stephen A. Mendel
For the Firm

Date Signed: _____

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