

Vance & Whitley, L.L.P.

ATTORNEYS AT LAW
334 W. MISTLETOE AVENUE
SAN ANTONIO, TEXAS 78212
OFFICE: (210) 582-5887 • FAX: (210) 582-5878

Dear Potential Clients:

Thank you for contacting our offices for information on family law proceedings. We would be delighted to meet with you at any time to discuss your case, correspond by email or answer questions by phone. For your convenience we have attached the following:

- Client information questionnaire
- Attorney client representation agreement
- An alternative dispute resolution statement

The return of these documents allows us to commence the filing of a petition or to respond to an opponent's pleadings. As we endeavor to keep costs under control we have developed the questionnaire as a cost-effective way of gathering crucial information.

To begin the process of retaining our services, we ask that you read though this entire packet of information. Please feel free to make notes in the margins anywhere you need clarification. The Client Questionnaire should be filled out completely.

When you have finished doing so please contact our office for a face to face meeting with one of our attorneys. At that time an attorney will discuss the particulars of your case and set a retainer fee. After this meeting you will meet briefly with our client liaison person, Cait Womack to discuss the remainder of this packet. She will help detail our office and billing policies as well as assist you in signing a Representation Agreement and the ADR Statement. She will also give instructions on how to get in communication with members of your legal team day or night. If you are not already in our offices when you receive this packet, please mail or fax us a signed copy.

Vance and Whitley L.L.P does not provide legal services of any kind for a fixed fee. Our services provide the knowledge, expertise and documents required to handle your family law matter. A family law matter that can be settled by agreement is the least costly. A contested family law matter can quickly become quite expensive. The parties control the costs because they control the process. Our firm requires that all final fees and out-of-pocket costs be paid in full by the time that we finalize your family law matter. We accept Visa and MasterCard for your convenience.

Should you have any questions or need additional information, please don't hesitate to contact us.

Sincerely,

Lisa A. Vance and Deanna Whitley

ATTORNEY/CLIENT FEE AGREEMENT

AGREEMENT made this _____ day of _____, 2008, at San Antonio, Texas, between _____, whose address is _____ hereinafter referred to as the Client, and Lisa A. Vance and/or Deanna L. Whitley, Attorney and Counselor at Law, VANCE & WHITLEY L.L.P., 334 West Mistletoe Avenue, San Antonio, Texas 78212, hereinafter referred to as the Attorney.

In consideration of the mutual promises herein contained, the parties agree as follows:

Purpose of Representation

1. The Client hereby retains and employs the Attorney for representation in divorce or family law litigation.

Attorney's Fee

2. Attorney will be compensated for services rendered on an hourly basis at the rate \$_____ per hour. Costs related to divorce/family law litigation vary from case to case and are based on the hourly fee schedule attached. Client will place a retainer with Attorney in the amount of \$_____ that will be billed against monthly. Each month Attorney will submit an invoice reflecting the time and expenses incurred in the representation. Client will restore the retainer balance to \$_____ each month as billed. To the extent such amounts are not paid within ten (10) days of receipt of the bill, the unpaid amount shall bear interest at the rate of twelve percent (12%) per annum.

The retainer balance provided for above relates to uncontested cases. Contested family law cases may require temporary orders hearings, or an evidentiary hearing or mediation before the matter can be concluded. These often occur very early in the case and usually last several hours to all day, with significant fees incurred. Therefore, when an evidentiary hearing or mediation is required, you must deposit with VANCE & WHITLEY, L.L.P., in advance of the hearing or mediation, an additional sum of \$2,000.00.

3. Vance & Whitley, L.L.P. performs **no** fixed fee work on divorce/family law matters. Client will pay all final billing statements prior to the entry of the final order.

Lien of Attorney

4. The Attorney shall have a lien for services rendered and costs advanced on any sums recovered, whether by settlement or judgment, bond recovery, award of attorneys fees, on account of the aforesaid claims of the Client. Attorney is authorized to execute UCC-1 security agreements to evidence this lien. Any amounts remaining unpaid in a monthly billing cycle shall

bear interest at 12% per annum. In the event that suit is required to collect an unpaid balance due under this contract, client will be responsible for such costs and reasonable attorney fees.

* Retainer for a non-contested case. Contested matters may require an additional retainer fee.

Approval Necessary for Settlement

5. No settlement of any nature shall be made for any of the aforesaid claims of the Client without the complete approval of the Client, and all offers of settlement shall be communicated to the Client; the Client shall not obtain any settlement on the aforesaid claims without the complete approval of the Attorney.

Association of Other Attorneys and Professionals

6. The Attorney may, in his sole discretion and expense, associate any other attorney or professional in the representation of the aforesaid claims of the Client. Client understands that local counsel may be necessary and economically efficient for an out of county/state divorce/family law matter.

Expenses

7. The expenses of litigation, including court costs, expenses of investigation, expenses of medical examination, and the costs of obtaining and presenting evidence are to be borne by the Client. The Client will advance such expenses when billed from time to time by the Attorney or the Attorney may advance expenses that appear to the Attorney to be reasonably necessary for the prosecution of the aforementioned claims (including court costs, expenses of investigation, expenses of medical examinations, and the costs of obtaining and presenting evidence). The Client shall remain liable for all such expenses in the event that a settlement or judgment is not obtained.

Cooperation of Client

8. The Client shall keep the Attorney advised of their current address and phone numbers, shall appear on reasonable notice at any and all depositions and court appearances, cooperate in the preparation of responses to discovery and shall comply with all reasonable requests of the Attorney in connection with the services to be performed and preparation and presentation of the aforesaid claims and cause of action of the Client. If Client anticipates any extended travel or other cause that would make Client unavailable to assist in the legal matters, Client shall notify Attorney as soon as is practical.

Texas Law to Apply

9. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas or surrounding areas.

Parties Bound

10. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.

Legal Construction

11. In case any one of more of the provisions contained in this agreement shall for any reason, be held to be include, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

12. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Arbitration

13. Any controversy or claim between the Client and the Attorney arising out of the Attorney's representation of the Client shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Associated ("AAA"), but not administered by the AAA with a panel of three arbitrators. The Attorney shall select an arbitrator, the Client shall select an arbitrator and those two arbitrators shall together select the third arbitrator. All arbitrators shall be neutral and have no direct or significant interest in the matter for which the Client retained the Attorney. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Authorization of Attorney

14. The Attorney is also authorized to obtain all other information and reports relative to the subject matter of this agreement, including but not limited to police and other investigative reports, statements of witnesses, and other evidentiary materials.

Executed on the day and year first above written.

CLIENT

ATTORNEY

Date

Date

FEES

SCHEDULE OF ATTORNEY & STAFF BILLING RATES

Lisa A. Vance	\$275.00/per hour
Deanna Whitley	\$275.00/per hour
Senior Attorneys	\$275.00/per hour
Associate Attorneys	\$175.00 - \$200.00/per hour
Paralegals	\$110.00/per hour
Litigation Support	\$50.00/per hour

ATTORNEY & STAFF COMMUNICATIONS

Emails to Attorneys and Paralegals	Regular hourly rate
Phone calls to Attorneys and Paralegals	Regular hourly rate
Long distance telephone	Billed at cost
Long distance facsimile	Billed at cost
Conference calls (operator assisted)	\$1.00 per party per minute

FILING FEES AND GENERAL EXPENSES (ESTIMATED)

State Court Filing Fees	\$200 - \$250
Federal Court Filing fees	\$150
Process Server	Billed at cost
Deposition fees	\$1,000 per day
Deposition copies	\$250 - \$350*
Deposition (written question)	\$150 per source**
Transcripts costs	Billed at cost
Medical records and reports	\$45 per source**

COPIES, COURIER SERVICES AND EXPRESS MAIL

Copies	\$0.25 per page
Color copies	\$1.00 per page
Courier run	\$15.00 - 25.00 per run
Express mail and FedEx	Cost as invoiced
Postage	Billed at cost

* per day of testimony

** excludes provider fee

ALTERNATE DISPUTE RESOLUTION STATEMENT

I AM AWARE THAT IT IS THE POLICY OF THE STATE OF TEXAS TO PROMOTE THE AMICABLE AND NONJUDICIAL SETTLEMENT OF DISPUTES INVOLVING CHILDREN AND FAMILIES. I AM AWARE OF ALTERNATIVE DISPUTE RESOLUTION METHODS INCLUDING MEDIATION. WHILE I RECOGNIZE THAT ALTERNATIVE DISPUTE RESOLUTION IS AN ALTERNATIVE TO AND NOT A SUBSTITUTE FOR A TRIAL AND THAT THIS CASE MAY BE TRIED IF IT IS NOT SETTLED, I REPRESENT TO THE COURT THAT I WILL ATTEMPT IN GOOD FAITH TO RESOLVE BEFORE FINAL TRIAL CONTESTED ISSUES IN THIS CASE BY ALTERNATIVE DISPUTE RESOLUTION WITHOUT THE NECESSITY OF COURT INTERVENTION.

Client

Date

Vance & Whitley, L.L.P.

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OFFICE: (210) 582-5887 • FAX: (210) 582-5878
WRITER'S EMAIL: lvance@vancelaw.net

CLIENT QUESTIONNAIRE

All Answers to All Questions are Confidential

Please fill out this questionnaire and return it as soon as possible. It is important that you answer each question fully. It is imperative that you be candid! The more we know the better we can help you.

Please answer **all** questions. If a question does not apply to your particular situation, please indicate by marking the question "N/A." If the answer to any question requires more space than has been provided on the form, please complete your answer on a separate sheet: Refer to the question number to which your answer applies, and attach your answer to this questionnaire.

Your responses to these questions will help us to organize your case and allow us to communicate with you in the most effective, timely manner.

Your answers are being made to an attorney and his or her staff. You are assured of complete confidentiality and are protected by the attorney–client privilege.

NOTICE OF CONFIDENTIALITY

THE INFORMATION IN THIS DOCUMENT IS SUBJECT TO THE ATTORNEY–CLIENT PRIVILEGE, AS PROVIDED IN THE TEXAS RULES OF CIVIL EVIDENCE.
THE CONTENTS OF THIS DOCUMENT CONSTITUTE ATTORNEY WORK PRODUCT.
THE CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND ARE NOT TO BE DISCLOSED TO THIRD PERSONS OTHER THAN THOSE TO WHOM DISCLOSURE IS MADE IN FURTHERANCE OF THE RENDITION OF PROFESSIONAL LEGAL SERVICES.

Personal

NOTE: THIS DOCUMENT IS PROTECTED BY THE CLIENT-ATTORNEY PRIVILEGE OF CONFIDENTIALITY AND ITS CONTENTS CONSTITUTE ATTORNEY "WORK PRODUCT." THE CONTENTS ARE NOT TO BE AND WILL NOT BE DIVULGED TO ANY PERSON OTHER THAN THOSE ASSOCIATED WITH PROVISION OF LEGAL SERVICES TO THE CLIENT.

This questionnaire is intended to provide information which can expedite the handling of your case. The information you provide can eliminate additional questions at a later time or provide data that will assist in formulation of the proper strategy in your family law matter.

Current issue _____ **Divorce** _____ **Custody** _____ **Abuse** _____ **Support** _____ **Real Estate**

_____ **Other, Please be specific**

About you:

1. Your full legal name: _____

Any other name you may go by: _____

Maiden name: _____

Birth date: _____ City/State where born: _____

Social Security number: _____

Driver's license number: _____ Issuing state _____

2. Address: _____

City: _____ County: _____ State: _____

Zip: _____ Length of time in this county: _____

Where you are living now: _____

Home Phone: _____ Work Phone: _____

Cellular Phone: _____ Pager: _____

Fax number: _____ Other: _____

May we call you at all of the above numbers? _____

3. E-Mail address: _____

4. Mailing address: _____

5. How were you referred to our office? _____

6. Have you consulted or retained any other attorneys on this matter before coming to this office? _____

Is so, please state who and when: _____

7. Please complete the following information concerning your employment.

Employer: _____

Job title: _____

Street address: _____

City, state, zip: _____

Telephone number: _____ May we call you at work? _____

Gross salary per month or annually: _____

Length of employment: _____

Usual Hours at work: _____

Education: _____

About your spouse or ex-spouse:

8. Please give your spouse's or ex-spouse's *full* name, date and place of birth, and Social

Full name: _____

Maiden Name: _____

Birth date: _____ City/State where born: _____

Social Security number: _____

Driver's license number: _____ Issuing State _____

9. Where is your spouse or ex-spouse living now, and what is his or her phone number?

Address: _____

City: _____ County: _____ State: _____

Zip: _____ Home Phone: _____

10. Please complete the following information concerning your spouse or ex-spouse

Employer: _____

Job title: _____

Street address: _____

City, state, zip: _____

Telephone number: _____ May we call him/her at work? _____

Gross salary per month or annually: _____

Length of employment: _____

Education: _____

Usual Hours at work: _____

Email address: _____

About your children:

11. Please give the full name, date and place of birth, sex, and Social Security number of each child of this marriage:

Name: _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

Name: _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

Name: _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

Name: _____

Sex (M/F): _____ Date of birth: _____ Age: _____

Place of birth: _____

Social Security number: _____

12. Is there or will there be a dispute over the children? _____
Nature _____ of _____ the
dispute _____

If *not*, with whom will custody be? _____

13. Where and with whom are the children living now? _____

About your marriage and separation:

14. Please give the date and place of your marriage:
Date: _____ Place: _____
Are you now separated from your spouse? _____
If so, please state date of separation: _____

CREDIT CARD CHARGE AUTHORIZATION



AMERICAN EXPRESS CARD NUMBER:

MASTERCARD OR VISA CARD NUMBER:

CHARGE AMOUNT: \$ _____

NAME ON CARD: _____

BILLING ADDRESS: _____
STREET ADDRESS OR POST OFFICE BOX

CITY STATE ZIP CODE

CARD EXPIRATION DATE: _____

DATE

AUTHORIZED SIGNATURE