

FORM 1-001

**WELCOME LETTER/E-MAIL TO NEW CLIENT WHO HAS ALREADY SIGNED POWER OF
ATTORNEY AND OTHER FORMS**

[*DATE*]

[*CLIENT*]

[*ADDRESS*]

RE: Your [*INCIDENT/CRASH/COLLISION/WRECK*] of [*DATE OF ACCIDENT*]

Dear [*MR./MS.*] [*CLIENT'S LAST NAME*]:

It was a pleasure to meet with you recently to discuss the injuries you suffered in [*A/AN*] [*INCIDENT/ COLLISION*] on [*DATE OF ACCIDENT*] and the lawsuit we will bring to seek compensation for those injuries. I would like to take this opportunity to thank you for your expression of confidence and trust in selecting our law firm to represent you. We will take all reasonable steps to maximize the compensation you receive for this claim.

I invite you to visit our website located at [www.\[FIRM WEBSITE\].com](http://www.[FIRM WEBSITE].com) which provides background information about our firm and includes helpful information.

Needless to say, feel free to contact me regarding any questions or concerns you may have about your case at any time.

Thank you again for permitting us to represent you.

Sincerely,

[*NAME OF ATTORNEY*]

FORM 1-002

WELCOME LETTER TO NEW CLIENT WITH POWER OF ATTORNEY AND OTHER FORMS

[DATE]

[CLIENT]

[ADDRESS]

RE: Your [INCIDENT/CRASH/COLLISION/WRECK] of [DATE OF ACCIDENT]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

It was a pleasure to meet with you recently to discuss the injuries you suffered in [A/AN] [INCIDENT/ COLLISION] on [DATE OF ACCIDENT] and the lawsuit we will bring to seek compensation for those injuries. I would like to take this opportunity to thank you for your expression of confidence and trust in selecting our law firm to represent you. We will take all reasonable steps to maximize the compensation you receive for this claim.

As we discussed earlier, I am enclosing an original and one copy of a Power of Attorney for your review and signature. If the enclosed Power of Attorney meets with your approval, please sign and return the original to [ME/OUR OFFICE] as soon as possible and keep the copy for your file. We need to receive the executed Power of Attorney before we file suit on your behalf.

I am also enclosing several HIPAA Medical Authorizations, a Request of Social Security Earnings Information and a Request for Copy of Tax Return for your signature. Please sign the enclosed documents and return them to [ME/OUR OFFICE] in the enclosed envelope.

I additionally enclosed a Case History Questionnaire. Although we need this information back quickly, please take the necessary time to provide full and accurate details. I know that there are many questions, but please understand that this information will help us as we try to win your case. There are also some questions that you may find embarrassing or awkward. Please do not hesitate to be honest with us with these questions or anything else that may come up. I can help you deal with just about anything, but I have to know about it first.

Finally, I enclose some instructions so you can avoid some common mistakes that plaintiffs/clients sometimes make that can greatly damage your lawsuit and minimize your recovery. These instructions are very important. The instructions are the result of years of experience of many attorneys. Please read them

closely and follow them. They are so important that you should read them more than once and should review them periodically. Lawsuits are lost by not following these instructions. If you have any questions about one or more of the instructions, please call so we can assist you.

If you have any questions about your case, please feel free to contact me at any time.

Sincerely,

[NAME OF ATTORNEY]

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT – DIRECT (SINGLE CLIENT)

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT**

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement (hereinafter referred to as “Agreement”) is made between Client, [*NAME OF CLIENT*], (hereinafter referred to as “Client”) and THE LAW OFFICES OF [*NAME OF LAW FIRM*], (hereinafter referred to as “Attorneys”):

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

I.

PURPOSE OF REPRESENTATION

1.01 Client hereby retains and employs Attorneys, with THE LAW OFFICES OF [*NAME OF LAW FIRM*] to assume the role of counsel, for the prosecution and trial of claims against [*NAME OF THE DEFENDANT*] (hereinafter referred to as “Defendant”) arising from the legal injury of Client (the “Case”) and to recover compensation to which Client may be entitled, as well as to compromise and settle all claims arising out of the Case.

1.02 It is specifically agreed and understood that Attorneys’ representation is limited to the specific persons and/or companies named herein as clients, and that Attorneys are not representing or expected to represent any person or entity not named herein as a client. It is expressly agreed and understood that Attorneys’ obligations are limited to representing Client in the specific matters described herein, and Client does not expect Attorneys to do anything else.

II.

ATTORNEYS’ FEES

2.01 This Agreement is a contingency fee contract. If Attorneys are successful in recovering for Client money and/or other things of value as described in paragraph 2.02, below, whether by settlement, arbitration award, order or judgment, Attorneys shall receive attorneys’ fees calculated as follows:

- (a) if the recovery is obtained prior to the time that notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to [*NUMBER*] % of Client’s total recovery determined in accordance with paragraph 2.02 and/or 2.03, below; and

- (b) if the recovery is obtained after notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to [NUMBER]% of Client's total recovery determined in accordance with paragraph 2.02 and/or 2.03, below.

If Attorneys do not obtain a recovery of money and/or other things of value for Client, then Client will not owe Attorneys any attorneys' fees.

2.02 The "total recovery" for purposes of calculating attorneys' fees pursuant to paragraph 2.01(a or b), above, includes all monies and everything of value (expressed in present cash dollars) recovered, received or obtained by Client as a result of any settlement or recovery pursuant to the Case. Such things of value include, but are not limited to, modification, extinguishment or forgiveness of any loan or debt of Client or any interest or penalties relating thereto or any damages or monies Client owes or may be obligated for under any contract or the value of any performance thereunder. Such things of value also include, but are not limited to, the value of any business deal or transaction entered into by Client, or any one or more of them, with any of the Defendants or their successors, heirs or assignees.

2.03 In the event that Attorneys and Client cannot agree on the value, expressed in present cash dollars, of any item or thing included in the total recovery, the parties agree to retain the services of a mutually agreed upon accounting firm to make an appraised present cash value of such item or thing, which appraised value shall be assigned to such item or thing for purposes of determining the present cash value of the total recovery, or else this issue will be resolved by arbitration pursuant to paragraph 10 below.

III.

ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in all of Client's claims and causes of action to the extent of the applicable percentage set out in Paragraph 2.01.

3.02 All sums due and to become due are payable at THE LAW OFFICES OF [NAME OF LAW FIRM] in [NAME OF COUNTY] County, Texas.

IV.

DEDUCTION OF EXPENSES

4. It will be necessary for Attorneys to incur and advance certain court costs and other types of expenses on Client's behalf. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for records; costs for investigative services; expert witness and

consultant fees; mediator's fees; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; transcripts of court proceedings; charges for computer assisted legal research; preparation of exhibits and graphics; and miscellaneous copying (billed at Attorneys' usual rate or the costs of any outside copy service we use), postage, long-distance telephone charges, facsimile charges at Attorney's usual rate, shipping expenses, and courier expenses. Client agrees that Attorneys may borrow funds from a financial lending institution to finance or pay such Court costs and litigation expenses, and the reasonable interest charged by the institution on such borrowed funds will be added to the Court costs and litigation expenses. Client agrees to reimburse Attorneys for all such costs and expenses from Client's share of the total recovery, whether by settlement, arbitration award, or judgment. Upon Attorneys' receipt of the proceeds of any settlement, arbitration award, or judgment, Attorneys shall (1) retain as their attorneys' fees the applicable percentage of the total recovery in accordance with paragraph 2.01, above, (2) deduct from Client's share of the total recovery any costs and expenses Attorneys incur on Client's behalf and, if applicable, the amount of any liens and/or letters of protection applicable to the total recovery, and (3) disburse the remainder of Client's share of the total recovery to Client.¹ Any payment or reimbursement of costs and expenses that we receive from another party, as a result of a court ruling or otherwise, will be credited against the amount Client would otherwise owe, or will be paid to Client if Client would not otherwise owe any such expenses. If Attorneys do not obtain a recovery of money or other things of value for Client, then Client will not be required to pay any expenses.

V.

APPROVAL NECESSARY FOR SETTLEMENT

5.01 No settlement of the Case of any nature shall be made without Client's approval. Client agrees to consider any settlement offer Attorneys recommend before making a decision to accept or reject such offer. Client agrees to notify Attorneys prior to Client engaging directly in settlement discussions or negotiations with another party to the Case or with the attorney for another party to the Case.

5.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably

¹ Additionally, Client understands that Attorneys may incur certain expenses that jointly benefit multiple Clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may divide such expenses equally among such Clients and deduct Clients' portion of those expenses from Clients' share of any recovery.

necessary to represent the Client or Clients in the case or to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the Case as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the Case.

VI.

REPRESENTATIONS

6.01 It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the Case and Attorneys have not represented to Client that Client will recover all or any of the funds or other things of value so desired. Client realizes that Attorneys will be investigating the law and facts applicable to the Case on a continuing basis and should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of the Case, then, subject to applicable rules, Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

6.02 Client acknowledges and represents that no person has solicited Client on behalf of Attorneys (or any lawyer or employee of Attorneys) by in-person or telephone contact that was not initiated by Client. Client further represents that with the exception of the Attorneys' agreements that are expressly set forth herein, no one has promised Client anything to retain Attorneys.

VII.

COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys to permit Client's Case to be investigated and developed; to disclose to Attorneys all facts relevant to the Case; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial. Client agrees to notify Attorneys in writing of each change in Client's mailing address and/or telephone number during this representation within fourteen (14) days of each such change. When the Case is over, Attorneys will provide Client the opportunity to retrieve Client's documents and tangible items. However, if Client has not retrieved those documents and tangible items within ninety (90) days after Attorneys have given Client written notice that the Case is over and that the Client's documents and tangible items are available to be picked up, Client agrees that Attorneys may dispose of those documents and tangible items.

7.02 Attorneys may, at their option and subject to applicable rules, withdraw from the Case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Case. Subject to applicable rules, such withdrawal will be effective by mailing written notice to Client's last known address.

VIII.

REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL

8. Client agrees that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Case. Prior to any such referral or association, Client shall consent in writing to the terms of the agreement after being advised of (1) the identity of the lawyer(s) or law firm(s) involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to the joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive, or if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by Client.

IX.

TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any suit between Client and Attorneys or either of them regarding Attorneys' representation of Client or regarding anything covered by this Agreement will be filed in a Court of competent jurisdiction in *[NAME OF COUNTY]* County, Texas.

X.

ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to this Agreement or any provision hereof, the providing of services by Attorneys to Client, or in any way relating to the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in *[NAME OF COUNTY]* County, Texas. This arbitration provision shall be enforceable in either federal or state court in *[NAME OF COUNTY]*

County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in *[NAME OF COUNTY]* County, Texas having jurisdiction.

XI.

PARTIES BOUND

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by applicable law, their respective heirs, executors, administrators, legal representatives, successors and assigns.

XII.

LEGAL CONSTRUCTION

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

XIII.

PRIOR AGREEMENTS SUPERSEDED

13. This Agreement constitutes the sole and only Agreement of the parties hereto. It supersedes any prior understandings (or written or oral agreement) between the parties respecting the subject matter of this Agreement. The parties agree that any amendment to this Agreement shall be made in writing and signed by each of the parties and that any alleged oral amendment is void and unenforceable.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed, accepted and agreed on this _____ day of _____, *[YEAR]*.

Client Signature

Printed Name: _____

(Client Address)

(City, State, Zip Code)

Client Home Phone Number(s)

Client Work Phone Number(s)

Client Cell Phone Number(s)

Client Email Address(es)

*[DUPLICATE SIGNATURE AND CONTACT INFORMATION LINES LISTED ABOVE FOR EACH
ADDITIONAL CLIENT]*

AGREED:

THE LAW OFFICES OF [*NAME OF LAW FIRM*]

By: _____

[*NAME OF ATTORNEY*]

[*ADDRESS OF LAW FIRM*]

[*CITY, STATE, ZIP CODE*]

[*PHONE NUMBER*]

[*E-MAIL ADDRESS*]

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.

In addition, and in accordance with joint orders of the Texas Supreme Court and the Texas Court of Criminal Appeals, please take notice that those Courts have adopted the Texas Lawyers' Creed — A Mandate for Professionalism and the Standards for Appellate Conduct. I have enclosed a copy of the Lawyers' Creed and the Standards for your information. The Creed and the Standards contain standards applicable to lawyers in their conduct towards the legal system generally, to clients, to other lawyers, and to judges. A principal goal of the Creed and the Standards is to reduce abusive tactics in litigation. In accordance with the orders of those Courts, we attempt to comply with the Creed and the Standards for Appellate Conduct, and we encourage you to familiarize yourself with the Creed and the Standards and to ask us any questions you might have about either and how they apply to the litigation process.

[NAME OF LAW FIRM]

[ATTORNEY'S NAME]

[FIRM ADDRESS]

[CITY, STATE, ZIP CODE]

[PHONE]

Client Signature

Printed Name: _____

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
 2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
 3. I commit myself to an adequate and effective pro bono program.
 4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
 5. I will always be conscious of my duty to the judicial system.
-

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
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III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**ORDER OF THE SUPREME COURT OF TEXAS
AND THE COURT OF CRIMINAL APPEALS**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchermann, Jr.
Judges

FORM 1-004

CONSENT TO ASSOCIATION OF COUNSEL

[*NAME OF CLIENT(S)*] (“Client[*S*]”) [*HAS/HAVE*] previously executed a Contingent Fee Contract and Power of Attorney (the Contract) retaining [*NAME OF LAW FIRM*] to represent Client[*S*] in regard to certain matters and/or causes of action identified in the Contract. The Contract also provides that [*NAME OF LAW FIRM*] with the [*CLIENT’S/CLIENTS*] written consent, may refer and/or associate other counsel to assist [*NAME OF LAW FIRM*] to prosecute the [*CLIENT’S/CLIENTS*] cause of action.

[*NAME OF LAW FIRM*] has associated [*NAME OF ASSOCIATED LAW FIRM*] to assist them to represent Client[*S*] and to prosecute [*CLIENT'S/CLIENTS*] causes of action. Client[*S*] [*AGREE/ AGREES*] that [*NAME OF LAW FIRM*] may associate [*NAME OF ASSOCIATED LAW FIRM*] as stated in Paragraph VIII of the Contract. It is further agreed and understood that:

- a. the fee to be paid to *[NAME OF ASSOCIATED LAW FIRM]* will not increase the total attorneys' fee owed by Client[S];
- b. *[NAME OF LAW FIRM]* and *[NAME OF ASSOCIATED LAW FIRM]* will assume joint responsibility for the representation of Client[S]; and
- c. if a recovery is made on behalf of the Client[S], the total attorneys' fee as conveyed in the Contract will be divided in the following percentages (%'s):

[NAME OF LAW FIRM] [NUMBER] %

[NAME OF ASSOCIATED LAW FIRM] [NUMBER] %

[*CLIENT'S/CLIENTS'*] signature[S] indicate [*HIS/HER/THEIR*] understanding and consent to the association of [*NAME OF ASSOCIATED LAW FIRM*] to assist [*NAME OF LAW FIRM*] to prosecute the [*CLIENT'S/CLIENTS'*] cause of action.

Signed this _____ day of _____, [YEAR].

Client Signature

Printed Name: _____

Client Address

AGREED TO:

[*NAME OF LAW FIRM*]

By: _____

[*ATTORNEY'S NAME*]

[*ADDRESS OF LAW FIRM*]

[*CITY, STATE, ZIP CODE*]

[*PHONE NUMBER*]

[*E-MAIL ADDRESS*]

[*NAME OF ASSOCIATED LAW FIRM*]

By: _____

[*ADDRESS OF LAW FIRM*]

[*CITY, STATE, ZIP CODE*]

[*PHONE NUMBER*]

[*E-MAIL ADDRESS*]

POWER OF ATTORNEY – REFERRING ATTORNEY (MULTIPLE CLIENTS)

THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement (hereinafter referred to as “Agreement”) is made between Clients, [*LIST NAMES OF CLIENTS*] (hereinafter referred to as “Clients”) and the following law firms, (hereinafter referred to as “Attorneys”):

- a. THE LAW OFFICES OF [*NAME OF LAW FIRM*]; (and)
- b. THE LAW OFFICES OF [*NAME OF LAW FIRM*]

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

I.

PURPOSE OF REPRESENTATION

1.01 Clients hereby retain and employ Attorneys, with THE LAW OFFICES OF [*NAME OF LAW FIRM*] to assume the role of lead counsel, for the prosecution and trial of claims against [*DEFENDANT*] (hereinafter referred to as “Defendant”) arising from the legal injury of Clients (the “Case”) and to recover compensation to which Clients may be entitled, as well as to compromise and settle all claims arising out of the Case. Even though THE LAW OFFICES OF [*NAME OF LAW FIRM*] is assuming the role of lead counsel in the Case, each of the above-named law firms is assuming joint responsibility for representation of Clients, and will assist in the Case as requested by THE LAW OFFICES OF [*NAME OF LAW FIRM*].

1.02 It is specifically agreed and understood that Attorneys’ representation is limited to the specific persons and/or companies named herein as clients, and that Attorneys are not representing or expected to represent any person or entity not named herein as a client. It is expressly agreed and understood that Attorneys’ obligations are limited to representing Clients in the specific matters described herein, and the Clients do not expect Attorneys to do anything else.

1.03 Under the Texas Disciplinary Rules of Professional Conduct, a lawyer generally may not represent multiple clients in a matter if there is a conflict of interests or potential conflict of interests among the clients, unless (i) the lawyer reasonably believes that the representation of each client will not be materially affected, and (ii) each client consents to the representation after the lawyer has made a full

disclosure of the existence, nature, implications, and the potential adverse consequences and the advantages of the joint representation. Although Attorneys do not believe that there are any existing conflicts in this matter, conflicts of interest could arise in the future. For example, a conflict could develop at or before the time of trial with respect to tactical or evidentiary issues related to the trial, or with respect to settlement of the case. Further, despite the best, well-intentioned efforts of all concerned, sometimes an unexpected conflict of interest develops in a joint representation. Although there is the potential for conflicts to arise, joint representation of multiple clients in a matter frequently has the advantage of reducing overall case expenses by reducing the duplication of effort and expenses. A possible disadvantage of joint representation is that if a conflict of interest does arise, Attorneys may be forced to withdraw from representing one or more of the jointly represented clients. If that happens, then one or more of the jointly represented clients would have to obtain new, separate counsel, and, perhaps, incur additional expense and delay as the new attorneys become familiar with the matter. In addition, when a lawyer represents multiple clients in a single lawsuit, ordinarily no attorney-client privilege exists among those clients if they later have a dispute among themselves. By signing this Agreement, each of the jointly represented clients confirms [HIS/HER/ITS] awareness of the potential for conflicts of interests and consents to Attorneys jointly representing all of the persons and/or entities identified in this Agreement as “Clients.”

1.04 To the extent feasible, Attorneys will communicate with each person and/or entity identified in this Agreement as “Clients” regarding developments in the case, and will keep Clients reasonably informed. Because a lawyer has both an obligation of confidentiality to each of the lawyer’s clients and an obligation to keep each of the lawyer’s clients reasonably informed of significant developments in the case, Attorneys request that Clients agree that whatever one of the jointly represented clients tells Attorneys, Attorneys will be free to share with the other jointly represented Clients. By signing this Agreement, each of the jointly represented Clients so agrees.

II.

ATTORNEYS’ FEES

2.01 This Agreement is a contingency fee contract. If Attorneys are successful in recovering for Clients’ money and/or other things of value as described in paragraph 2.02, below, whether by settlement, arbitration award, order or judgment, Attorneys shall receive attorneys’ fees calculated as follows:

- (a) if the recovery is obtained prior to the time that notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to [NUMBER]% of Clients’ total recovery determined in accordance with paragraph 2.02 and/or 2.03, below; and

- (b) if the recovery is obtained after notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to [NUMBER]% of Clients' total recovery determined in accordance with paragraph 2.02 and/or 2.03, below.

If Attorneys do not obtain a recovery of money and/or other things of value for Clients, then Clients will not owe Attorneys any attorneys' fees.

Further, Clients understand that the Attorneys' Fees as referenced above will be divided based on Attorneys' joint responsibility for the representation as follows (%'s):

- a. THE LAW OFFICES OF [NAME OF LAW FIRM] [NUMBER]%
- b. THE LAW OFFICES OF [NAME OF LAW FIRM] [NUMBER]%

The division of fees as set out in this paragraph will not increase total attorney's fees owed by Clients. By signing this Agreement, Clients consent to Attorneys' participation in the representation and to the foregoing division of fees.

2.02 The "total recovery" for purposes of calculating attorneys' fees pursuant to paragraph 2.01(a or b), above, includes all monies and everything of value (expressed in present cash dollars) recovered, received or obtained by Clients as a result of any settlement, or recovery pursuant to the Case. Such things of value include, but are not limited to, modification, extinguishment or forgiveness of any loan or debt of Clients or any interest or penalties relating thereto or any damages or monies Clients owe or may be obligated for under any contract or the value of any performance thereunder. Such things of value also include, but are not limited to, the value of any business deal or transaction entered into by Client, or any one or more of them, with any of the Defendants or their successors, heirs or assignees.

2.03 In the event that Attorneys and Clients cannot agree on the value, expressed in present cash dollars, of any item or thing included in the total recovery, the parties agree to retain the services of a mutually agreed upon accounting firm to make an appraised present cash value of such item or thing, which appraised value shall be assigned to such item or thing for purposes of determining the present cash value of the total recovery, or else this issue will be resolved by arbitration pursuant to paragraph 10 below.

III.

ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, Clients hereby convey and assign to Attorneys and agrees to pay to Attorneys an undivided interest in all of Clients' claims and causes of action to the extent of the applicable percentage set out in Paragraph 2.01.

3.02 All sums due and to become due are payable at THE LAW OFFICES OF [NAME OF LAW FIRM] in [NAME OF COUNTY] County, Texas.

IV.

DEDUCTION OF EXPENSES

4. It will be necessary for Attorneys to incur and advance certain court costs and other types of expenses on Clients' behalf. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for records; costs for investigative services; expert witness and consultant fees; mediator's fees; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; transcripts of court proceedings; charges for computer assisted legal research; preparation of exhibits and graphics; and miscellaneous copying (billed at Attorneys' usual rate or the costs of any outside copy service we use), postage, long-distance telephone charges, facsimile charges at Attorney's usual rate, shipping expenses, and courier expenses. Clients agree that Attorneys may borrow funds from a financial lending institution to finance or pay such Court costs and litigation expenses, and the reasonable interest charged by the institution on such borrowed funds will be added to the Court costs and litigation expenses. Clients agree to reimburse Attorneys for all such costs and expenses from Clients' share of the total recovery, whether by settlement, arbitration award, or judgment. Upon Attorneys' receipt of the proceeds of any settlement, arbitration award, or judgment, Attorneys shall (1) retain as their attorneys' fees the applicable percentage of the total recovery in accordance with paragraph 2.01, above, (2) deduct from Clients' share of the total recovery any costs and expenses Attorneys incur on Clients' behalf and, if applicable, the amount of any liens and/or letters of protection applicable to the total recovery, and (3) disburse the remainder of Clients' share of the total recovery to Clients.¹ Any payment or reimbursement of costs and expenses that we receive from another party, as a result of a court ruling or otherwise, will be credited against the amount Clients would otherwise owe, or will be paid to Clients if Clients would not otherwise owe any such expenses. If Attorneys do not obtain a recovery of money or other things of value for Clients, then Clients will not be required to pay any expenses.

¹ Additionally, Clients understand that Attorneys may incur certain expenses that jointly benefit multiple Clients, including, for example, expenses for travel, experts, and copying. Clients agree that Attorneys may divide such expenses equally among such Clients and deduct Clients' portion of those expenses from Clients' share of any recovery.

V.**APPROVAL NECESSARY FOR SETTLEMENT**

5.01 No settlement of the Case of any nature shall be made without Clients' approval. Clients agree to consider any settlement offer Attorneys recommend before making a decision to accept or reject such offer. Clients agree to notify Attorneys prior to Clients engaging directly in settlement discussions or negotiations with another party to the Case or with the attorney for another party to the Case.

5.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to represent the Client or Clients in the case or to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Clients under the Case as fully as the Clients could so do in person. Attorneys are also authorized and empowered to act as Clients' negotiator in any and all settlement negotiations concerning the Case.

VI.**REPRESENTATIONS**

6.01 It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the Case and Attorneys have not represented to Clients that Clients will recover all or any of the funds or other things of value so desired. Clients realizes that Attorneys will be investigating the law and facts applicable to the Case on a continuing basis and should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of the Case, then, subject to applicable rules, Attorneys may withdraw from further representation of Clients by sending written notice to Clients' last known address.

6.02 Clients acknowledge and represent that no person has solicited Clients on behalf of Attorneys (or any lawyer or employee of Attorneys) by in-person or telephone contact that was not initiated by Clients. Clients further represent that with the exception of the Attorneys' agreements that are expressly set forth herein, no one has promised Clients anything to retain Attorneys.

VII.**COOPERATION OF CLIENTS**

7.01 Clients agree to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys to permit Clients' Case to be investigated and developed; to disclose to Attorneys

all facts relevant to the Case; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial. Clients agree to notify Attorneys in writing of each change in Clients' mailing address and/or telephone number during this representation within fourteen (14) days of each such change. When the Case is over, Attorneys will provide Clients the opportunity to retrieve Clients' documents and tangible items. However, if Clients have not retrieved those documents and tangible items within ninety (90) days after Attorneys have given Clients written notice that the Case is over and that the Clients' documents and tangible items are available to be picked up, Clients agree that Attorneys may dispose of those documents and tangible items.

7.02 Attorneys may, at their option and subject to applicable rules, withdraw from the Case and cease to represent the Clients should Clients fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Case. Subject to applicable rules, such withdrawal will be effective by mailing written notice to Clients' last known address.

VIII.

REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL

8. Clients agree that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Clients and prosecuting the Case. Prior to any such referral or association, Clients shall consent in writing to the terms of the agreement after being advised of (1) the identity of the lawyer(s) or law firm(s) involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to the joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive, or if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by Clients.

IX.

TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any suit between Clients and Attorneys or either of them regarding Attorneys' representation of Clients or regarding anything covered by this Agreement will be filed in a Court of competent jurisdiction in *[NAME OF COUNTY]* County, Texas.

X.**ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to this Agreement or any provision hereof, the providing of services by Attorneys to Clients, or in any way relating to the relationship between Attorneys and Clients, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in [*NAME OF COUNTY*] County, Texas. This arbitration provision shall be enforceable in either federal or state court in [*NAME OF COUNTY*] County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in [*NAME OF COUNTY*] County, Texas having jurisdiction.

XI.**PARTIES BOUND**

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by applicable law, their respective heirs, executors, administrators, legal representatives, successors and assigns.

XII.**LEGAL CONSTRUCTION**

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

XIII.**PRIOR AGREEMENTS SUPERSEDED**

13. This Agreement constitutes the sole and only Agreement of the parties hereto. It supersedes any prior understandings (or written or oral agreement) between the parties respecting the subject matter

of this Agreement. The parties agree that any amendment to this Agreement shall be made in writing and signed by each of the parties and that any alleged oral amendment is void and unenforceable.

We certify and acknowledge that we have had the opportunity to read this Agreement. We further state that we have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed, accepted and agreed on this _____ day of _____, [YEAR].

Client Signature

Printed Name: _____

(Client Address)

(City, State, Zip Code)

Client Home Phone Number(s)

Client Work Phone Number(s)

Client Cell Phone Number(s)

Client Email Address(es)

[DUPLICATE SIGNATURE AND CONTACT INFORMATION LINES LISTED ABOVE FOR EACH ADDITIONAL CLIENT]

AGREED:

THE LAW OFFICES OF *[NAME OF LAW FIRM]*

By: _____

[NAME OF ATTORNEY]

[ADDRESS OF LAW FIRM]

[CITY, STATE, ZIP CODE]

[PHONE NUMBER]

[E-MAIL ADDRESS]

THE LAW OFFICES OF *[NAME OF LAW FIRM]*

By: _____

[NAME OF ATTORNEY]

[ADDRESS OF LAW FIRM]

[CITY, STATE, ZIP CODE]

[PHONE NUMBER]

[E-MAIL ADDRESS]

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.

In addition, and in accordance with joint orders of the Texas Supreme Court and the Texas Court of Criminal Appeals, please take notice that those Courts have adopted the Texas Lawyers' Creed — A Mandate for Professionalism and the Standards for Appellate Conduct. I have enclosed a copy of the Lawyers' Creed and the Standards for your information. The Creed and the Standards contain standards applicable to lawyers in their conduct towards the legal system generally, to clients, to other lawyers, and to judges. A principal goal of the Creed and the Standards is to reduce abusive tactics in litigation. In accordance with the orders of those Courts, we attempt to comply with the Creed and the Standards for Appellate Conduct, and we encourage you to familiarize yourself with the Creed and the Standards and to ask us any questions you might have about either and how they apply to the litigation process.

THE LAW OFFICES OF *[NAME OF LAW FIRM]*

By: _____

[NAME OF ATTORNEY]

[ADDRESS OF LAW FIRM]

[CITY, STATE, ZIP CODE]

[PHONE NUMBER]

[E-MAIL ADDRESS]

[CLIENT'S SIGNATURE]

[DUPLICATE SIGNATURE LINES ABOVE FOR EACH ADDITIONAL CLIENT]

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
 2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
 3. I commit myself to an adequate and effective pro bono program.
 4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
 5. I will always be conscious of my duty to the judicial system.
-

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
-

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**ORDER OF THE SUPREME COURT OF TEXAS
AND THE COURT OF CRIMINAL APPEALS**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchermann, Jr.
Judges