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BOARD CERTIFIED—CRIMINAL LAW
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April 1, 2018

Re: *State of Texas vs. Joe Smith, No. 2018-CR-1000*
Charge: Murder

Dear Joe:

Thank you for the opportunity to represent you in this matter. I want to maintain a good working relationship with you as the matter proceeds, so I am writing you to discuss the two areas in which problems between attorneys and clients most frequently arise, a lack of communication, and fee agreement.

To avoid any problems with communication, I will attempt to keep you informed of developments in your case as they arise. However, you should never feel that you have to wait for my call. If at any time you have a question regarding your case, please feel free to call and discuss your concern. The best way to reach me during business hours is at the office: 210-226-1433. You can also call or text me on my cell phone: 210-240-4535. My email is mark@markstevenslaw.com.

To avoid any misunderstanding regarding attorney's fees, this letter will also confirm the agreement which has been reached in your case, and our obligation to you in the course of the representation.

The fee in this case is structured to correspond to the major points of opportunity for disposing of your case:

1. An initial fee of \$xx,xxx.00 will be payable immediately. This will be my fee to handle your case if a contested trial is not required. If this case can be resolved without a trial at all, either by dismissal or plea bargain, this will be the only fee required.
2. If a contested trial is required, an additional fee of \$xx,xxx.00 will be due no later than 30 days before the trial is scheduled to start, and will be

payable whether or not trial actually starts on that date, or on any date thereafter.

The fee above will not, however, include retrying or appealing your case should we be unsuccessful at trial, nor does it include any action to expunge any resulting criminal entry from your record, or to seek an order of non-disclosure. It does not include any out-of-pocket expenses necessary to prepare the case, such as investigation fees, expert witness fees, court reporter fees, or fees to obtain other services or records. If I believe that such out-of-pocket expenses are important to a properly resolving your case, I will discuss this with you and will obtain your approval for any such out-of-pocket expenses before incurring them.

Note that your attendance is required at all court settings. If you fail to appear, the court may forfeit your bond and issue a warrant for your arrest.

The fee is based on several factors: (1) the nature and gravity of the offense charged or anticipated; (2) the complexity of your case; (3) the commitment of myself to take your case; and (4) my best estimate of the amount of time which will be expended to represent you in the manner described above.

It is expressly agreed and understood by the parties that no PROMISES OR GUARANTEES as to the outcome of the case have been made to the client by the attorney, other than that I, Mark Stevens, will provide reasonable and necessary legal services to the best of my abilities.

As soon as possible I will request that the prosecutor in your case provide me with what lawyers call "discovery." Discovery consists of police reports, witness statements, judicial records, photographs, videotapes, and other materials the prosecutor has acquired during the investigation of your case. The law of discovery is too complex to be fully explained in this letter, but suffice it to say that it is my duty to obtain as much discovery as I can in your case. It is very common for prosecutors to require me to sign a written document stating that, before they provide me with any discovery, I must agree not to provide copies to you of anything they give me. Under this agreement, I can discuss the discovery with you, I can show it to you, and I will make sure that you are fully informed of everything I obtain, but I cannot give you copies. We have a choice whether to agree to this discovery process or not, and it is possible to get some of the discovery materials without the agreement. It is my strong belief, however, that we get more discovery, and we get it faster and more effectively, if I enter into the discovery agreement that I just described, but I cannot do it unless you agree. Please advise me if you prefer that I not enter the discovery agreement, or if you have any questions about whether I should do so in your case, and if you do, we will discuss this fully before you sign this contract. If, on the other hand, you sign this contract, you are agreeing that I obtain as much discovery as

I can from the prosecutors, and that I show it to you and discuss it with you, but that I not provide you with any copies, either while I represent you, or at any time thereafter.

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 you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

Please be aware that since you are now being represented by this office, you should not answer any questions from any police officer, district attorney, investigator or anybody else unless you consult this office first. If for any reason you are detained or questioned by any person, ask to see your attorney immediately. Do not answer any questions.

I recommend you speak to no one regarding your case, even of your own free will. In case of an emergency, should you call and I am unavailable, please inform someone else in the office of your situation and another attorney from this office will assist you.

This letter represents the full agreement between myself and yourself in this matter. If you have any questions or disagreement with this letter, please contact me immediately. Otherwise, please sign the original in the space provided below and return it to me. I have enclosed a copy for your records.

Sincerely,

Mark Stevens

AGREED, UNDERSTOOD and ACCEPTED, the ____ day of , 2018.

Joe Smith