

MICHAEL L. HAWKINS & ASSOCIATES, P.L.L.C.
CRIMINAL CASE B CONTRACT OF EMPLOYMENT

_____ (AClient@) hereby employs Michael L. Hawkins & Associates, P.L.L.C., Attorneys at Law (AAttorney@) to represent Client and/or Client=s children concerning a criminal case pending in the _____ Court.

1. NATURE OF EMPLOYMENT:

Michael L. Hawkins & Associates, P.L.L.C., does not make any guarantee to the Client concerning the results of the proceedings which are the subject matter of the employment, and Client acknowledges being so informed. Michael L. Hawkins, P.L.L.C., accepts employment by Client without any promise or guarantee of the same, and Client acknowledged that no promise, representation or guarantee of results has been made by Michael L. Hawkins & Associates, P.L.L.C.

2. FEE AGREEMENT:

A. Retainer Agreement:

Client agrees to pay to Michael L. Hawkins & Associates, P.L.L.C., and Michael L. Hawkins & Associates, P.L.L.C., agrees to accept as the fee for services a non-refundable retainer in the amount of \$_____ payable within _____ days from the date of this agreement. Client understands that this fee is non-refundable, notwithstanding the manner in which the case is resolved. If the case is expected to be resolved by a trial, the client shall owe an additional non-refundable amount of \$_____, within thirty days prior to the trial date. Client understands that this fee is non-refundable and will compensate Michael L. Hawkins & Associates, P.L.L.C., for trial preparation and trial, notwithstanding the fact that the case may be resolved prior to the trial date or during the trial process.

B. Hourly Rates:

Even though the Client understand that the Retainer fees provided hereinabove are non-refundable, Client agrees that Michael L. Hawkins & Associates, P.L.L.C., may charge an hourly rate for services performed by members of the firm as indicated in the attached fee schedule, to be applied against the retainer. If the hourly rate exceeds the retainer agreements provided hereinabove, Client shall be responsible for the entire balance owed. Client understands and agrees that the attached fee schedule may be modified from time to time by Michael L. Hawkins & Associates, P.L.L.C., without prior notice or approval of the client. If client is not satisfied with any such modification, client may discharge Michael L. Hawkins & Associates, P.L.L.C., from further representation, but in no event would such a termination excuse payment for services already performed.

C. Monthly Payments:

The attorney=s fee, costs, and expenses are payable on a monthly basis and are first debited against the retainer provided hereinabove. If at any time client is unable to make payment for the entire balance due and owing to Michael L. Hawkins & Associates, P.L.L.C., incurred during any particular month, Client agrees to pay \$_____ per month towards the satisfaction of the outstanding balance. If said monthly payment is not made as agreed, Michael L. Hawkins & Associates, P.L.L.C, shall immediately be allowed to withdraw from further representation; to refer the matter to collection; and to file an Attorney=s Lien in the county clerk=s office of the Client=s residence and/or in the subject litigation pending before the Court for payment of the unpaid attorney=s fees.

D. Interest on Unpaid Balance:

In consideration of Michael L. Hawkins & Associates, P.L.L.C.=s, willingness to accept monthly payments as described hereinabove in paragraph 2(C), Client understands that Michael L. Hawkins & Associates, P.L.L.C., may charge interest on any unpaid balance, not to exceed 1% per month of the total amount owed.

3. COURT COSTS AND EXPENSES:

All costs and necessary disbursements shall be advanced by Client. In the event that Michael L. Hawkins & Associates, P.L.L.C., advances any costs or other expenses, the same shall be repayable on demand. If any amounts advanced are not immediately paid upon presentment, Michael L. Hawkins & Associates, P.L.L.C, shall immediately be allowed to withdraw from further representation.

4. TERMS OF REPRESENTATION:

Michael L. Hawkins & Associates, P.L.L.C., may discontinue rendering services and representation: if Client shall fail to pay any costs, expenses or fees when due; if Client fails to pay the retainer as agreed; if Client fails to cooperate with Michael L. Hawkins & Associates, P.L.L.C.; if Client shall have misrepresented or failed to disclose material facts to Michael L. Hawkins & Associates, P.L.L.C.; if Michael L. Hawkins & Associates, P.L.L.C., believes that further representation would not be in Client=s or the firm=s best interest; or if Client shall fail to follow Michael L. Hawkins & Associates, P.L.L.C.=s, advice. In any of these events, Client will execute such necessary documents as will permit Michael L. Hawkins & Associates, P.L.L.C., to withdraw from representation. Both Client and Michael L. Hawkins & Associates, P.L.L.C., may cancel this Agreement upon written notice to the other party at any time prior to the commencement of legal proceedings and thereafter only with Court approval. Client further understands that representation of Client shall further cease at the conclusion of the case, whether by dismissal, guilty plea and sentencing, or jury verdict. Any post conviction proceedings, including motions for shock probation, to revoke probation, credit for time served, work release or other post-conviction matters shall require Client to execute a new Contract of Employment and pay a new attorney fee.

Both Client and Michael L. Hawkins & Associates, P.L.L.C., shall use their best efforts to further the purpose of this agreement and to obtain necessary evidence and attendance of

witnesses. **Client agrees to keep Michael L. Hawkins & Associates, P.L.L.C., advised regarding any new criminal charges, any change of address, telephone number or change of employment.**

5. MISCELLANEOUS:

This Agreement contains the entire agreement between the parties. There are no agreements, understandings, representations, or inducements being relied upon by either party except those expressly set forth in this agreement or other writing which shall be signed by the parties and attached hereto.

The parties further acknowledge that they have read and understand this agreement and have received a copy of the same

Dated this the _____ day of _____, 20__.

CLIENT By: _____
Michael L. Hawkins & Associates, P.L.L.C.

FEE SCHEDULE

DESCRIPTION OF SERVICE	AMOUNT
Attorney's Fees	
Michael L. Hawkins	\$175.00/hour
Nicole Sotiriou Bearse	\$150.00/hour
Paralegal Fees	\$50.00/hour
Legal Assistance Fees B	\$25.00/hour
Postage B	Postal Rates
Copying B	\$.15/page + Time for Copying
Advanced Expenses -	Actual Expenditures Made by Firm