

DERON R. HARRINGTON, PLLC
ATTORNEY AND COUNSELOR AT LAW
CERTIFIED PUBLIC ACCOUNTANT

DIRECT: (281) 606-2200
EMAIL: DERON@DERONHARRINGTON.COM

Conflict of Interest Disclosure
and
Consent to Joint Representation

You have expressed interest in the possibility of retaining legal services for both of you with the Law Office of Deron R. Harrington, PLLC. This consent form does not obligate you to a contract for legal services; it simply clarifies certain conditions that will apply to any communications and transactions between us.

We have an ethical obligation to refuse to jointly represent two clients with conflicting interests. Although a conflict does not exist between the two of you now, a conflict could arise in the event that the decisions of one of you becomes adverse to or inconsistent with the decisions of the other. In the event that a conflict arises, we will withdraw from the representation of both of you.

In order for me to adequately represent your interests, we need full and accurate disclosure of information from both of you. Although all information will be kept in the strictest confidence with respect to third parties, we will not be able to keep communications from one of you confidential from the other. In consenting to joint representation, each of you is agreeing that your communications with me will not be kept secret from each other.

If, after reading the above disclosure, you still desire joint representation, your signature below indicates that you recognize the potential for conflicts of interest to arise, you understand the confidentiality arrangement outlined above, and you consent to joint representation should an attorney-client relationship arise between us.

You are both encouraged to consult with another attorney should you have any question about the terms or disclosures in this document.

Date: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

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's Office of General Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information.

We look forward to the possibility of assisting both of you in your affairs. If you have any questions or need any additional information then please contact me.

Deron R. Harrington, PLLC

DERON R. HARRINGTON, PLLC

PEARLAND LOCATION:
2651 PEARLAND PARKWAY, SUITE 101
PEARLAND, TEXAS 77581

MISSOURI CITY LOCATION:
5777 SIENNA PARKWAY, SUITE 400
MISSOURI CITY, TEXAS 77459

OFFICE: 281.598.0313
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Legal Service and Representation Agreement

Clients agree to pay the Law Firm of Deron R. Harrington, PLLC at a rate of: Attorney \$300.00 per hour and if applicable, Paralegal/Staff \$60.00 - \$150.00 per hour, for any work related to the matter. Clients also agree to pay for all expenses associated with the above work, including, but not limited to, postage, delivery charges, expert witness fees, and traditional third party charges. All charges shall be due and payable when time or expenses are incurred on behalf of the Clients.

("Clients") hereby employs Deron R. Harrington, PLLC ("Attorney") to provide legal services and representation in connection with the following matter: _____.

Any advance fee will be applied first to any expenses incurred and second to Attorney's billed fees. Responsibility to provide legal services will be accepted and work will only begin when Attorney receives a signed copy of this agreement, any advance fee requested by the Attorney, and a fully executed Form 2848 (if Tax representation is needed). The advance fee requested is _____ and any unused amount would be refunded upon termination notice by the Clients, termination notice by the Attorney, or at the completion of this representation. If the advance fee becomes exhausted then additional advance fee may be requested. Failure to remit an advance fee when requested can result in Attorney terminating representation with you.

Clients understands that, while the Attorney has a wide scope of practice, the Attorney does not handle all areas of the law and if Clients needs representation in connection with a matter outside the scope of practice then the Attorney is hereby authorized to engage other professionals after reasonable notification to the Clients. Clients agree to immediately notify Attorney of any changes in Clients' mailing address or telephone number. Attorney shall have the right to cease legal work or withdraw from representation if Clients does not furnish Attorney with all necessary, complete, and truthful information and documents, or if the Clients do not cooperate fully with the Attorney in the handling of this matter. Clients agree to provide necessary information, and agree that the Attorney can rely on the information provided. Clients have a duty to read all documents provided by the Attorney.

Clients acknowledge receipt of the following notice: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorney. 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 for more information.

CERTAIN COMMUNICATIONS BETWEEN YOU AND OUR FIRM MAY BE PRIVILEGED AND NOT SUBJECT TO DISCLOSURE TO OTHERS. BY DISCLOSING THE CONTENTS OF THOSE COMMUNICATIONS TO ANYONE, OR BY TURNING OVER INFORMATION ABOUT THOSE COMMUNICATIONS TO THE GOVERNMENT OR ANY OTHER THIRD PARTIES, YOU MAY BE WAIVING THIS PRIVILEGE. TO PROTECT THIS RIGHT TO PRIVILEGED COMMUNICATION, PLEASE CONSULT WITH ATTORNEY PRIOR TO DISCLOSING ANY INFORMATION.

LAW OFFICE OF DERON R. HARRINGTON, PLLC

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Disclosure for Tax Representation:

It is important for you to know that the law imposes a penalty if a taxpayer makes a substantial understatement of tax liability. For individual taxpayers, a substantial understatement is when the understatement for the year exceeds the greater of 10% of the tax required to be shown on the return or \$5,000. The penalty is 20% of the tax underpayment. It may be necessary to make certain disclosures in the return to avoid exposure to penalties. I will discuss tax positions that may increase the risk of exposure to penalties and any recommended tax return disclosures with you before completing the preparation of the returns. You should also know that IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation such as travel and entertainment expenses and expenses for business usage of autos, computers, and cell phones. In assisting you with IRS compliance, I rely on your representations that I have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. If you have questions about these issues, please contact us.

This Legal Service and Representation Agreement is formed under and shall be governed by the laws of the State of Texas. Any legal action taken under this agreement shall be in the Courts of Brazoria County, Texas. Clients and Attorney have made no agreements or promises other than the ones contained in this document.

Agreed to:

Clients Signature: _____ Date: _____

Clients Signature: _____ Date: _____

Mailing Address: _____

Email address: _____

Email address: _____

Phone Numbers: _____

I look forward to the possibility of assisting you.

Sincerely,

Deron R. Harrington, PLLC