

## TERMS OF LEGAL SERVICES OF ESTES-HIGHTOWER PLLC

This Terms of Legal Services of Estes-Hightower PLLC shall be incorporated by reference to the Attorney-Client contract agreement. Estes-Hightower PLLC's is a Texas law firm that offers monthly legal subscriptions for its clients. Estes-Hightower PLLC, operated through its owner Terence (Teri) Estes-Hightower, a licensed Texas Attorney. You agree that you are at least eighteen (18) years of age with the capacity to enter into any agreement. You will be designated as a client for purposes of establishing an Attorney-Client relationship to this law firm. Teri Estes-Hightower and all licensed attorneys of Estes-Hightower PLLC will provide legal services based on Texas law and any jurisdiction where licensure is held.

The Texas Lawyers Creed is included in this Terms of Legal Services of Estes-Hightower PLLC.

### MONTHLY LEGAL SUBSCRIPTION FEE

This law firm provides legal services, as itemized below, for a monthly legal subscription fee. The monthly legal subscription fee is deemed an Attorney fee. The fee is a refundable \$55 for legal services rendered in the month paid. **All payments are invoiced prior to the first (1<sup>st</sup>) of the month and due on the 1<sup>st</sup> of each month and no later than the third (3<sup>rd</sup>) of the month to be deemed a client of this law firm.**

Monthly fees are for any legal services offered and provided to the client. Once a legal service has been provided, whether one item or several items, then the monthly fee shall be deemed earned. Until a monthly fee is earned, then it shall be deposited and remain in this law firm's trust account until earned. **If a refund is required prior to the monthly fee being earned, then the client shall provide a written request for a refund in the MyCase portal.**

The \$55 Monthly Retainer assures Attorney's availability with no further Attorney fee required. This means that if a legal service is offered and provided from the Legal Services provision below, then it is offered at no additional fees. **This law firm only charges the one \$55 monthly legal subscriptions with the exception of Traffic and Parking Tickets below.**

At any time a client does not remit their monthly legal subscription fee, then at the end of the last month paid this law firm shall not be deemed to represent the client until the client resumes paying the monthly legal subscription fee.

Client understands that all monthly legal subscription fees shall be invoiced to the email on file and payment methods are credit card or echeck. This law firm does not accept cash, money orders, cashier's checks, or certified checks. This law firm will never request payment over the phone nor does it maintain client credit card or banking information. For client's convenience, the client may set up automatic debit to avoid being invoiced.

### **Non-Attorney Fees:**

There are certain fees that are not included in or covered by the monthly legal subscription fee that are not deemed to be Attorney fees. Thus, the client at all times shall be responsible for the following: filing fees, costs, copies, investigation fees, notary fees, third party fees, bonds, judgments, interest, damages, service of process, non-Attorney administrative fees and costs, witness fees, expert fees, discovery copy and download costs, fax, and any fee that does not represent an Attorney fee.

Refund Policy:

For monthly legal subscriptions fees, refunds shall be permitted only if the refund request is made the month prior to any legal service being provided.

**LEGAL SERVICES**

Legal services are itemized in the chart below. The legal services provided are as follows:

For Small Business:

- All business matters
- Litigation
- Advice on minimizing litigation exposure
- Legal Blogs
- Covered business employees working in scope of business

For Individuals:

- Litigation
- Negotiations
- Mediations
- Advice on minimizing litigation exposure
- Legal Blogs
- Covered spouse and household dependents as defined by IRS.

Legal Documents:

Regarding the legal documents services, the client can request unlimited legal documents per month. This law firm will work diligently to provide all legal documents requested within a week of request date. At no time shall a legal document require more than thirty (30) days to complete for the client. Clients should expect up to 5 business days for a return on non-emergency documents.

Litigation Legal Representation:

Regarding legal representation in litigation matters, the client can request this law firm to file or defend lawsuits. This law firm shall assist the client in all stages of an active lawsuit, including appellate level.

**In all litigation matters and as a precautionary measure, the client will be required to execute a Motion and Order for Counsel to Withdraw due to nonpayment of Attorney fees in advance of filing or defending a lawsuit.** In Probate matters, this law firm will represent the heir or representative of the client's estate if the client's Last Will and Testament was drafted by this law firm.

This law firm will work diligently and competently to provide the best legal representation. If this law firm cannot handle a particular legal issue, then the assigned Attorney will consult other Attorneys within this law firm to further assist the client. If there are no Attorney able to assist the client, then the assigned Attorney will do his or her best to refer the client to another Attorney.

#### **Traffic and Parking Tickets:**

**This law firm provides the limit and conditional representation on traffic and parking tickets. Ticket representation is limited to the county of the client's residence. This law firm does not handle tickets with a capias warrant. It will be the responsibility of the client to contact the court handling the ticket and determine if the warrant is in an alias or capias warrant status. Before the assigned Attorney commits to handling ticket hearings or trials, the client must discuss in advance with the assigned Attorney the logistics and availability of the assigned Attorney to commit to handling a hearing or trial.**

#### **Legal Blogs and Industry Notices:**

Included in this law firm's legal services are legal blogs. A minimum of one legal blog will be provided to client each month. This law firm reserves the right to issue more. An option to opt out legal blogs is not permitted as part of this Terms of Use and the Attorney-Client contract agreement.

#### **Zoom and In person Consultations:**

Clients shall have the options to schedule Zoom and In-person consultations.

#### **Personal Injury Cases:**

**Coverage includes personal injuries. This law firm shall not assess additional fees beyond the monthly subscription fee with the addition that you agree that Estes-Hightower PLLC shall earn twenty-five percent (25%) as attorney fees for all monetary damages successfully received from settlement agreements or litigation, including appeals.**

### **CONFLICT OF INTEREST**

Certain legal services may require a Conflict of Interest check. A conflict of interest could arise when both parties use the same Attorney. As an Attorney-Client relationship develops with any inquiries and/or purchases, this law firm can only provide legal advice to one party in the litigation process. Prior to lawsuits being filed or defended, a conflict of interest check will be

conducted. If a conflict of interest arises, then it will be resolved in a manner consistent with the Texas Disciplinary Rules of Professional Conduct found on the State Bar of Texas website.

### **INTELLECTUAL PROPERTY**

As client, you agree not to resell any items that are owned or proprietary via contract, trademark, copyright, patent, or common law owned by or belong to Estes-Hightower PLLC without the express permission of Estes-Hightower PLLC, specifically by Terence Estes-Hightower.

### **PRIVACY POLICY**

Estes-Hightower PLLC collects personal data, including names, emails, and phone numbers, and other person data for the limited use of providing legal assistance to current clients. This law firm does not collect personal data on behalf of any other company or law firm. This law firm does not share or sell to information to third-party entities or people. Any shared information is at the client's knowledge in pursuit of helping with their case. Anyone providing data does so at their choice or volition. This law firm maintains the highest level of confidentiality to ensure no loss of personal data. All credit card information is collected through a secured third party merchant services provider. This law firm uses third party vendors and it shall be their responsibility to keep all data and other matters of the purchase transaction confidential.

### **CLIENT ONBOARDING**

All clients shall be provided an onboarding email with instructions. Clients will have 24-hour Attorney access through a client MyCase portal. Any legal requests must only be made through the client portal. Client will have an assigned Attorney, who will interact through the client portal, schedule Zoom consultation, and assist with client's legal issues, document, court appearances, and more. Clients can schedule in-person consultations. The assigned Attorney will schedule an initial Zoom consultation, if needed, to assist in getting the client access to the client portal. The client will receive correspondence to help maintain a healthy relationship with their assigned Attorney. There will be times when the assigned Attorney will require assistance from this law firm's other staff, including Paralegals, Law Clerks, and other Attorneys. However, the assigned Attorney will remain the client's lead Attorney. This law firm will do its best to maintain the same assigned Attorney to client in an effort to establish rapport between the assigned Attorney and client. The client will be informed of any changes to the client's lead Attorney.

### **ATTORNEY LIABILITY INSURANCE**

If a client has cause or reason to bring a claim against this law firm, please contact this law firm through the client portal to receive the claim information and the insurance company's information. At no time will this information be withheld from a client.

### **HOLD HARMLESS/INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED BY LAW NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE CREATED BY THESE TERMS.

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD ESTES-HIGHTOWER PLLC ITS OWNER, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF ESTES-HIGHTOWER PLLC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

### **MISCELLANEOUS PROVISIONS**

Be advised that the State Bar of Texas investigates and prosecutes professional misconduct committed by Attorneys. It is unethical for this law firm or its representatives to guarantee results. If law firm's actions rise to such unethical behavior, then contact the Disciplinary Counsel with the State Bar of Texas.

If any provision of these terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect. No waiver of any term of these terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

These terms represent all of the terms of use and no other representations have been made.

The validity of any of these terms or provisions, as well as the rights and duties shall be governed by the laws of the State of Texas.

For inquiries and written notice requirements, email us at [info@pleadwrite.com](mailto:info@pleadwrite.com).

Headquarters:

Estes-Hightower PLLC

5100 Westheimer Road Suite #200  
Houston Texas 77056  
Phone: (346) 435-0927

## **Texas Lawyer's Creed**

Adopted by the Supreme Court of Texas and the Court of Criminal Appeals.

The Texas Lawyer's Creed, A Mandate for Professionalism

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.

I am passionately proud of my profession. Therefore, "My word is my bond."

I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

I commit myself to an adequate and effective pro bono program.

I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

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 legal 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.

I will advise my client of the contents of this creed when undertaking representation.

I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

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.

I will advise my client that civility and courtesy are expected and are not a sign of weakness.

I will advise my client of proper and expected behavior.

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.

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.

I will advise my client that we will not pursue tactics which are intended primarily for delay.

I will advise my client that we will not pursue any course of action which is without merit.

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.

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.

I will be courteous, civil, and prompt in oral and written communications.

I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

I will identify for other counsel or parties all changes I have made in documents submitted for review.

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.

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.

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.

I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

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.

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.

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.

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.

I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

I will refrain from excessive and abusive discovery.

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.

I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

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.

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.

I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

I will be punctual.

I will not engage in any conduct which offends the dignity and decorum of proceedings.

I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

I will respect the rulings of the Court.

I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice an