

What Should (and Should Not) be in Your Appellate Representation Agreement

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**26th Annual University of Texas School of Law
Conference on State and Federal Appeals**

June 9-10, 2016
Four Seasons Hotel, Austin, Texas

The fiduciary relationship between an attorney and his client extends even to preliminary consultations between the client and the attorney regarding the attorney's possible retention.

***Nolan v. Foreman*, 665 F.2d 738, 739, n.3 (5th Cir. 1982).**

Foreman's fiduciary responsibilities attached when he entered into the discussion of Rick Nolan's legal problems with a view toward undertaking representation.

***Nolan v. Foreman*, 665 F.2d 738, 739, n.3 (5th Cir. 1982).**

The attorney-client relationship “arises from the clear and express agreement of the parties about the nature of the work to be done and the compensation to be paid.”

***Gillis v. Provost & Umphrey, LLP*, No. 05-13-00892-CV, 2015 WL 170240, at *10 (Tex. App.— Dallas 2015, no pet.).**

The determination of whether there was a meeting of the minds must be based on an objective standard examining what the parties did and said and not on their alleged subjective states of mind.

Gillis v. Provost & Umphrey, LLP, No. 05-13-00892-CV, 2015 WL 170240, at *10 (Tex. App.— Dallas 2015, no pet.).

“When interpreting and enforcing attorney-client fee agreements, it is ‘not enough to simply say that a contract is a contract. There are ethical considerations overlaying the contractual relationship.’ ” *Hoover Slovacek*, 206 S.W.3d at 560 (quoting *López v. Munoz, Hockema & Reed, L.L.P.*, 22 S.W.3d 857 (Tex. 2000) (Gonzales, J., conc. and dissenting)).

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First appeared as part of the conference materials for the

26th Annual Conference on State and Federal Appeals session

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