

THE GORDON LAW FIRM, P.C.

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CONTRACT FOR LEGAL REPRESENTATION - TRAFFIC TICKETS

General Nature of Representation

I, do hereby employ THE GORDON LAW FIRM, P.C., hereinafter referred to as "THE FIRM," to represent me in the following matter(s):

Traffic Ticket(s)

MATTER(S) COVERED BY THIS AGREEMENT

Duties of Client

I agree to cooperate with THE FIRM in resolving this matter effectively and to give THE FIRM all information necessary to dispose of this case in a timely manner. I also understand that I must let the Firm know of any change in my phone numbers, addresses, or e-mails immediately. I understand that the Firm will contact me at the phone numbers, addresses, or e-mails listed below unless I have provided the Firm with updated information in writing. I also agree to promptly return all of The Firm's phone calls (within 3 days at the latest). I have been given a copy of paper entitled "Office Policies" and promise to read said document and comply with all requirements, warnings, and notices therein.

I understand and agree that I have an obligation to check on the status of my cases by calling the Firm at least once a month. I further understand and agree that I have an obligation to make payment on the tickets within the time period given by the Court once The Firm has secured an agreement on my tickets. I agree that if the Firm has difficulty getting a hold of me (within 7 days of attempting to communicate with Client), or getting me to make my payments on time (within 30 days after request for payment), they have my permission to make a copy of my signature and attach it to a "Motion to Withdraw" to be filed with the Court. I understand that the Firm will stop working on my case if they cannot get in touch with me at the phone number(s) or addresses I have provided, and I will also forfeit any Attorney's Fees I have paid to the Firm at that point.

Attorney Fees

I hereby contract and agree that I shall pay THE FIRM the following non-refundable Attorney Fees in advance for the above matter(s):

\$125.00 for one ticket/citation from San Antonio Municipal Court (includes up to 3 separate violations. Each additional 1-3 violations will be an additional \$75.00);

\$150.00 for one ticket/citation from Bexar County Justice of the Peace Court or from any Municipal Court located within or next to San Antonio (includes up to 3 separate violations. Each additional 1-3 violations will be an additional \$75.00);

\$175.00 for each ticket/citation any other Justice of the Peace or Municipal Court in Texas (includes up to 3 separate violations. Each additional 1-3 violations will be an additional \$75.00);

\$250.00 for each ticket/citation of Leon Valley Municipal Court Tickets (includes up to 3 separate violations. Each additional 1-3 violations will be an additional \$75.00).

\$175.00 additional fee to set the case for trial (not to proceed with trial, but to see if charge can be

dismissed by officer not showing up);

\$500.00 for any other non-traffic Class C Misdemeanors (simple assault, theft under \$50.00, possession of paraphernalia, minor in possession, public intoxication, etc);

\$1000.00 additional fee for any pretrial motions hearing;

\$1500.00 additional fee for an actual trial.

(A “ticket/citation” includes one or more violation that were all received on the same day and contained within the same citation.)

NOTE: THESE AMOUNTS ARE FOR ATTORNEYS FEES ONLY AND DO NOT INCLUDE FINES OR COURT COSTS & FEES. THEY MUST BE PAID SEPARATELY.

How the Attorney at the Firm Will Handle These Tickets

I give the Firm the authority to negotiate the best deal possible on my behalf in regards to disposition of the case(s). I understand that the Firm will examine the tickets to see if any can be dismissed outright for a legal technicality. I understand that if that is not possible, the Firm will then try to negotiate a plea bargain deal in an attempt to keep the tickets off of my record. By signing this agreement, I hereby give authority to The Firm to enter a plea of “no contest” on my behalf, commit the Client to any necessary terms of probation, and pay any outstanding fine or fees on my behalf.

Fines, Court Costs, and Conditions of Probation

I understand that if a plea bargain is reached, I will generally be required to pay a fine to the court, and may be required to comply with other conditions in order to keep the tickets off of my record. Such conditions may include, but are not limited to: paying fines or court costs; taking a defensive driving class (mandatory for people under 25 years old); taking an aggressive driving course; maintaining insurance on my vehicle for a 6 month period, AND providing proof to the court that I continuously maintained the insurance for a 6 month period at the end of that 6 month period; sending off for a certified copy of my driving record and providing said copy to the court before the end of my probation period; etc. I have been told that the address for the San Antonio Municipal Court is 401 S. Frio, St, San Antonio, Texas 78205.

Resets

I understand that The Firm will generally try to obtain a one month reset to allow me additional time to get additional funds together to pay any fines associated with the tickets. I understand that the Firm cannot guarantee any such resets (especially in cases of outstanding warrants or where a “capias” has been filed), and agree to personally appear on any scheduled court dates, unless specifically informed by The Firm that my appearance is not necessary. I also understand that in order to get more time for me to pay, The Firm may actually need to set my case for trial with the Court. However, I understand that the above fees are only for negotiation, and do not include preparation for trial, or actually going to trial on these cases. I understand that if I wanted an actual trial in these cases, I would have to pay a minimum fee of \$1,500.00. I also understand that if I want the Attorney to try an obtain an additional reset, I will have to pay an additional Attorney fee.

Warrants

I understand that if I have outstanding warrants for my arrest, the Firm will go to Court and try to get the warrants temporarily lifted for me. However, I also understand that the many courts will not agree to lift the warrants until AFTER the outstanding fines or fees are paid in full. In those cases, I understand that the Firm will try to set up a plea bargain agreement with the Court, but that the warrants will remain active, and I will be subject to arrest until the plea bargain is finalized AND I make the payments the agreement specifies.

Tickets That May Still End up on Driving Record

I have also been warned that there are some cases where the Firm may not be able to keep all or some of the tickets off of my record. I have specifically been informed that some tickets may be too old, and may have already resulted in convictions and been reported to the Texas Department of Public Safety (DPS). The Firm has warned me that if that is the case, I may end up getting a notice of license suspension from DPS, and having my license suspended unless I agree to pay a "reinstatement fee" or monthly "surcharge" fee, depending on how many convictions I have, what they are for, and how old they are. The Firm has advised me to contact them again if such is the case. I have also been warned that if the Attorney works out a deal for me that requires me to take additional action beyond paying a fine (such as taking a defensive driving course, or maintaining insurance and showing proof to the Court, etc.), and I do not complete those requirements AND show proof to the Court that I completed these requirements, I could still end up having those tickets show up on my record and having to pay an additional fine.

Commercial Driver's Licenses

I have also been warned that if I have a Commercial Driver's License (CDL), the Firm will not be able to work out a plea bargain to keep the ticket(s) off of my record. In such cases, The Firm has told me that my only option other than paying the fine and getting a conviction on my record is to set the case for trial (for San Antonio Municipal Court tickets only) and hope the police officer who issued the ticket does not show up. I have further been told that if I do want to pursue this option, I would have to pay an additional fee of \$175.00. I understand that if I do this, the Firm will not actually go forward with handling the trial, but will only show up to advise me how to proceed, unless I agree to pay the additional minimum \$1,500.00 trial fee. I also understand that if the officer shows up and I have not paid the additional \$1,500.00, my only option will then be to pay the ticket, or fight the case on my own. I further understand that the initial fee and the additional \$175.00 is non-refundable.

I also understand that there may also be the option on appealing my ticket if it is in one of the Bexar County Justice of the Peace Courts. However, I have been told that the Attorney's fees for this process are \$500.00, and there will still be a fine the Client has to pay if a plea bargain deal is reached with the prosecutor.

I understand that in no event will The Firm handle any CDL cases outside of the Bexar County area.

Making Payments

I understand that I must pay the initial Attorney's Fees on the case before the Firm will begin doing any work on my case. I also understand that payment of the court costs and fines will generally be due within one month later. I understand that I must provide payment directly to the Court or to the Firm before the next Court date, or I will face a late penalty fee and may end up with a warrant for my arrest. I also understand that if I am

making payment of the court costs or fines to the Firm, so that they can pay the Court on my behalf, I must provide the Firm with payment at least 10 days in advance of the Court date (automatically applies to all San Antonio Municipal Court tickets). If The Firm pays any fines or fees on my behalf, then I agree to reimburse The Firm for payment of such fines or fees no later than 14 days after said payments are made.

I also hereby contract and agree that if I fail to make scheduled payments to The Firm as due, I will have to pay an additional Attorney Fee of \$25.00. I understand that I will also have to pay a \$25.00 charge for any returned checks. I also agree to reimburse the Firm for any collection costs they may incur in securing payment of its fee, and consent to disclosure of any confidential or privileged information concerning the contract terms to collection agencies, or other entities and individuals necessary to help secure payment. If paying with credit card, I authorize the Firm to deduct any amounts owed to the Firm as they become due.

Failure to Stay in Touch With the Firm or Pay Off Tickets

I understand that if do not stay in touch with The Firm, or I am not able to finish paying of my tickets within the period required by the Court, the Firm is authorized to close my case and do no further work on my behalf. I understand that if this happens, I will likely end up with a warrant for my arrest and a conviction on my driving record. I also understand that I will not receive any type of refund on the payments I have made to The Firm either. If I wish to pay my tickets off later, I understand that I will have to re-hire the Firm, sign a new contract, and make an additional payment to the Firm for their Attorney's fees.

Warning as to Sanctions, Contempt of Court & Attorney's Fees

I understand that dealing with the court system is a very serious process, and that if I do not comply with the court rules and procedures, I could face a warrant for my arrest, additional fines, and court costs, and additional penalties to be assessed by the Texas Department of Public Safety, including but not limited to a license suspension, reinstatement fees, and surcharges. I hereby agree to follow the advice of the Firm in terms of how to handle this legal situation, and comply with all legal requirements, such as timely responding to requests, making payments, and attendance at any court hearings

Confidentiality of Documents, Materials & Information

The Firm promises to keep all matters concerning this case confidential except as necessary to: (1) pursue Client's claims and defenses in this case; (2) comply with court orders or legal rules requiring such disclosure; (3) facilitate transfer of files to another attorney/law firm in upon death or disability of one of The Firm's Attorneys; (4) disclose basic information about the Client and his/her case to a 3rd party attorney/law firm regarding sale of the Firm's practice; (5) pursue collection efforts against the Client for non-payment of The Firm's Attorney's Fees. I/we authorize The Firm to use 3rd party computer server vendors to back up or store data related to this case.

I also understand that in order to protect Client's interests in the event of disability or death of any lawyer associated with The Firm, it may be necessary or appropriate for a staff member, a personal representative (including someone acting under a power of attorney), or another lawyer who is retained by any such person or by The Firm to have access to Client's files and records. I authorize said access in order to contact Client, to determine appropriate handling of Client's matters and of Client's files, and to make referrals of Client's cases(s) to other attorneys/law firms. I also grant permission and waives all privileges necessary to the extent necessary or appropriate for such purposes. I also grant The Firm the right to disclose basic information about the Client (name, address, phone

number, general type of case matter) to a 3rd party attorney/law firm representative in the course of discussions concerning sale of The Firm's law practice, and consent to allow that the 3rd party to contact the Client in an attempt to determine if Client would be interested in having the 3rd party attorney/law firm take over handling of their legal affairs.

Furthermore, in the event of any lawyer's death or disability, if further services are required in connection with Client's representation and another lawyer is subsequently engaged by Client, I expressly authorize a division of fees based on the proportion of work done or the responsibilities assumed by each. Such division specifically authorizes the payment of fees and expenses to lawyer's estate, personal representatives, and heirs.

Protection & Return of File Documents & Materials

I agree that if I have provided any documents, materials, or other items to The Firm, it is my/our responsibility to request their return prior to or at the conclusion of this case. I agree that if I do not request the return of these items and personally come by The Firm's office to pick them up, The Firm is authorized to discarded the Client's entire file within 30 days of the conclusion of the case, without any further notice to the Client. I also authorize The Firm to keep the original or copies of any such documents, materials, and items indefinitely if the Firm chooses to do so. I further agree that if there is any type of refund due in this case and The Firm is not able to contact me/us after a period of one year in order to return such refund, then I forfeit the right to any said refund, and it will go into The Firm's general operating account.

I understand and agree to be bound by the terms of this contract, and acknowledge that it constitutes the entire agreement between me and THE FIRM. I also understand that THE FIRM has offered no guarantees as to the outcome of this case. By signing below, I agree to all of the above terms and conditions, and confirm that I have had sufficient time to review this contract, or have it reviewed by someone else.

APPROVED AND AGREED TO BY:

_____ PRINTED NAME	_____ TDL#	_____ DATE
_____ SIGNATURE OF CLIENT	_____ SS#	_____ DOB
_____ CLIENT'S ADDRESS	_____ PHONE #	_____ E-MAIL
_____ CLIENT'S REPRESENTATIVE (IF ANY)	_____ SS#	_____ DATE

CLIENT'S REPRESENTATIVE'S ADDRESS

PHONE #

E-MAIL

PHONE #

E-MAIL