

# THE GORDON LAW FIRM, P.C.

*FIGHTING FOR FREEDOM & JUSTICE*

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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

### **HOW OUR FIRM WILL HANDLE THESE TICKETS**

I hereby give the Firm (or any of its contract attorneys) 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. If this is not possible, the Firm will then try to negotiate a plea bargain deal in an attempt to keep the tickets off of the Client's record. By signing this agreement, I hereby give authority to The Firm to enter a plea of "no contest" on my behalf, commit me to any necessary terms of probation, and payment of any outstanding fines or court fees.

I understand that the most of the work the Firm performs is by phone, mail and e-mail communication. However, the Firm sometimes run across courts who require that the Attorney personally appear to handle a Client's ticket. If these courts are outside the local Bexar County area, then the Firm cannot handle them, and will either let the Client know this up front, or refund their Attorney's Fees if they have already paid the Firm. There are higher fees for courts that require the Attorney to personally appear, as explained below.

### **DUTIES OF CLIENT**

#### **PROVIDE INFORMATION TO THE FIRM**

I agree to cooperate with the Firm by giving 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/we have been informed that the Firm has posted its "General Office Policies" online at "thegordonlawfirm.com", and I/we promise to read said document and comply with all requirements, warnings, and notices therein.

## **STAY IN TOUCH WITH THE FIRM**

I/we agree that it is my responsibility to check in with The Firm on a regular basis to find out about the status of this case (at least once a month, unless instructed otherwise). I/we also understand that if we send an e-mail to The Firm and do not receive a response from The Firm within 3 days, I/we should contact The Firm by phone just in case the e-mail accidentally went into The Firm's "Spam" e-mail folder.

## **MAKE PAYMENTS ON TIME**

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 (typically 10 - 30 days). However, I understand that in some cases, I must make payment for the fine(s) up front before the Attorney is able to lock in a deal for me. 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 an "Order on 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. I will then have to pay additional attorney's fees to re-open the case and have them start working on it again.

## **PROVIDE COPIES OF DOCUMENTS**

I also agree to provide a copy of my current driver's license and insurance coverage. If I am charged with driving without valid insurance, I agree to find out if I actually had insurance coverage on the date on the ticket, and if so, provide a copy to The Firm ASAP.

## **ATTORNEY FEES**

### **BASIC 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), IF APPLICABLE:

\$150.00 for one traffic ticket/citation form with only 1 violation from San Antonio Municipal Court.

\$250.00 for one traffic ticket/citation form with multiple violations from San Antonio Municipal Court (includes up to 2 separate violations per ticket. Each additional 1-2 violations will be an additional \$75.00).

\$250.00 for any other each Texas Justice of the Peace Court, or Municipal Court (includes up to 2 separate violations per ticket. Each additional 1-2 violations will be an additional \$75.00).

(NOTE: A "ticket/citation" includes one or more violation that were all received on the same day and contained within the same paper "ticket/citation" handed to the client by the officer)

### **EXTRA FEES**

Add \$50.00 if the tickets are in "warrant" status; and

Add \$500.00 additional fee to set the case for trial (not to actually proceed with trial, BUT as a strategic tactic to see if charge can be dismissed by officer not showing up).

**FEES FOR NON-TRAFFIC RELATED CHARGES IN MUNICIPAL OR JP COURT**

\$750.00 for any other non-traffic Class C Misdemeanors (including, but not limited to Simple Assault, Theft under \$50.00, Possession of Drug Paraphernalia, Minor in Possession of alcohol, Public Intoxication, etc) in any Municipal or Justice of the Peace Court.

**TRIAL FEES**

IF THE CLIENT ACTUALLY WANTS TO GO TO TRIAL ON THE CASE, then the following fees also apply:

\$5,000.00 to prepare for trial (50% due upon signing contract or request for trial date (whichever comes first), and other 50% due within next month), plus

\$2,500.00 to appear on trial date and conduct trial (due at least 2 weeks before trial date).

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

**MAKING PAYMENTS**

**LEGAL INSURANCE PLANS**

I understand that if any of the Attorney's fees in this case are covered by any type of legal insurance plan (such as Texas Legal Plan, etc), The Firm will attempt to submit payment for its fees to said insurance company. However, if any part of The Firm's Attorney's fees are not covered by the insurance company for any reason, then it is my/our responsibility to assume the payments outlined in this contract directly to The Firm, at a minimum rate of \$100.00 a month until paid in full. I understand that said payments are to begin on the 5<sup>th</sup> day of the month that follows the month during which I am given notice of the fact that The Firm's Attorney's fees are not covered by any legal insurance program. I also understand that legal insurance plans do not cover the cost of fines, or court costs, or any other non-attorney fee related expenses.

**PAYMENTS TERMS**

I understand that I must pay the initial basic 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 about 1 month later. I understand that once a plea bargain is reached, 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.

## **LATE PAYMENTS**

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 a month for each month in which the payment is late. I understand that I will also have to pay a \$50.00 charge for any returned checks. If paying with credit card, I authorize the Firm to deduct any amounts owed to the Firm as they become due, without any further notice to me.

## **PAYMENT METHODS**

The Client or the Client's Guarantor have the option to pay The Firm by cash, check, money order, or credit card. The Firm has created an internet portal through LawPay, which is a secure credit card payment option designed for lawyers, approved by the American Bar Association. This link can be found on The Firm's webpage at "thegordonlawfirm.com", by clicking on the "Fees" tab, or by using this link: "<https://secure.lawpay.com/pages/lawgordon/trust>".

## **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 & TRIAL SETTINGS**

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. However, the Firm cannot guarantee any such resets (especially in cases of outstanding warrants or where a "capias" has been filed), and I 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 basic 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 to set and actual trial in these cases, I would have to pay an additional down-payment of \$2,500.00. I also understand that if I want The Firm 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, 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.

### **SOME TICKETS MAY STILL END UP ON CLIENT'S DRIVING RECORD**

I have also been warned that there are some cases where the Firm may not be able to keep 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 LICENSE CASES (CDL's)**

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 \$500.00 (on top of the basic fee). 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 \$7,500.00 trial fee before hand. I also understand that if the officer shows up and I have not paid the additional \$7,500.00 by then, my only option will then be to pay the ticket, or fight the case on my own. I further understand that the initial ticket fee and the additional \$500.00 is non-refundable.

I understand that the Firm will not handle any CDL cases outside of the Bexar County area.

### **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. 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 will forfeit the right to any said refund.

### **WARNING AS TO SANCTIONS, ADDITIONAL COURT COSTS, & CONTEMPT OF COURT**



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SIGNATURE OF CLIENT

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SS#

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DOB

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CLIENT'S ADDRESS

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PHONE #

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E-MAIL

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CLIENT'S REPRESENTATIVE (IF ANY)

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SS#

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DATE

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CLIENT'S REPRESENTATIVE'S ADDRESS

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PHONE #

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E-MAIL

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PHONE #

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E-MAIL