

REPRESENTATION AGREEMENT

I, _____, (hereinafter "Client") have retained **Joyce Heritage** (hereinafter "Attorney") for representation in the infraction # _____ in the following Court: _____

Attorney's Obligations

Attorney agrees to provide Client quality, responsive, and efficient legal services once the non-refundable fixed fee in the amount of **\$250.00** is paid for tickets in Kittitas, Grant, Adams, Yakima, Chelan, Douglas, Benton, and King counties and local towns within those counties. Fee for other counties to be determined.

PAYMENT OPTIONS: Mail check to Heritage Law, P O Box 50, Cle Elum, WA 98922 **OR** you can pay by signing onto your Paypal account and 'send money' then type in my email address- Joyce@heritage-law.com

By making payment, Client has acknowledged the terms of this agreement, which was sent out via **email or obtained on Attorney's website**. The fee is considered earned funds and belongs to Heritage Law Office, will not be placed in a trust account, and is considered reasonable for the legal representation of this case, which includes notification to court and other parties, preparing for and appearing on any preliminary hearings, motions or contested hearing on the above matter.

The fee does not include representation in the event of an appeal. The fact that Client has paid Attorney's fee in advance does not affect Client's right or Attorney's right to terminate the client-lawyer relationship. In the event our relationship is terminated before the agreed-upon legal services have been completed, you may or may not have a right to a partial refund. Attorney's hourly rate is \$300.00. Pursuant to the Rules for Professional Conduct (RPC), which governs attorneys in Washington State, any fee disagreement shall be resolved by binding arbitration. Attorney shall act with diligence and promptness in all matters of representation. **Attorney cannot and has not made any assurances or guarantees for dismissals on all cases. Attorney will notify client in writing via email or mail of outcome of case. The Client's file will be destroyed one year after the court date. It is client's responsibility to keep records of outcome of case.**

NOTE: Unless Attorney needs additional information, Client will not hear from Attorney until after the case concludes. YOU DO NOT NEED TO APPEAR AT THE HEARING UNLESS ATTORNEY ADVISES YOU IN ADVANCE THAT A PARTICULAR COURT REQUIRES YOUR ATTENDANCE, however you are welcome to attend. It is Client's responsibility to remain updated on court date. ATTORNEY WILL CONTACT YOU VIA MAIL OR EMAIL AT THE CONCLUSION OF THE CASE. If you do not hear from Attorney at the conclusion of your case or within 45 days of your court date, you are responsible for contacting Attorney by phone, email, or mail.

Client's Obligations and Information.

In consideration for legal services rendered, Client shall remit to Attorney legal fees stated above, which Client accepts as reasonable for legal representation stated above. Client authorizes attorney to associate with other counsel to appear on the case for any hearing. Client specifically authorizes Attorney to waive procedural right to speedy hearing/trial if necessary to accommodate case setting(s), witnesses, or for any other reason. Client has an affirmative obligation to cooperate fully with Attorney during pendency of this matter, including but not limited to the following: to provide any information necessary for the defense of this infraction or traffic violation, proof of valid driver's license, proof of insurance, information on prior or pending charges, prior deferments that may affect the outcome of this case or the prior case, and any other information Client believes is relevant. This information should be provided in writing, either by mail or by email at least 20 days prior to the hearing date. Attorney will confirm receipt via email, so if confirmation is not received, please call or email attorney. If it is not provided as requested, Client acknowledges and understands it may impact the result of the case.

NOTE: If case is not dismissed and Client desires to appeal a decision by Court, the client has no more than 30 days following the decision. The expenses (costs) are approximately \$400.00, plus attorney fees, which requires a new fee agreement.

Information and Client Authorization(s):

Amended Infractions: In some courts, the prosecution may offer an amended violation of either a lesser charge or a non-moving violation. The non-moving violations are generally not reported to your insurance company, but this is not a guarantee, because as information becomes more readily available through the internet, your insurance company may obtain the information on its own accord.

Deferred Prosecution: Washington allows a person to defer one non-moving and one moving violation every seven years. Deferrals are not allowed for persons holding a CDL or for a few other violations. This means the court will impose a fee, generally between \$150.00 or more, depending on the original charge. The court may also require other things, such as completing an on-line defensive driving class and requires the defendant to have no further driving infractions for a period between 6-18 months (set by court). If you obtain another violation within that set period of time, you would be required to also pay the original fine and the ticket will be reported to Department of Licensing (DOL). If you meet all of the requirements, the ticket will not be reported to DOL. If you do not believe you can go without another infraction, this is not a good choice.

Mitigation: In some cases, the law enforcement officer has written a report that will not allow a dismissal in the case. In those cases, the attorney can request the court to mitigate the fines to get a lesser penalty.

First and foremost, attorney will work toward obtaining a dismissal, however in some cases, a dismissal is not possible.

NOTE: Unless otherwise stated in writing and signed by Client in advance to Attorney, Client authorizes Attorney to accept an amended violation, to mitigate the fine, to take a deferred if it is offered, or to take any action Attorney believes is appropriate under the circumstances. Attorney need not contact the Client before taking any such action.

Agreement

Client has been provided a copy of this fee agreement as stated above. Once client has paid retainer to Attorney, Client is deemed to have agreed to the terms stated herein, unless stated otherwise in writing at least five business days in advance of hearing. Attorney and Client have fully read the information above, understand all obligations, conditions, and agree to this Representation Agreement.

DATED this _____, ____, 20 ____.

/s/ Electronically signed _____
Joyce M. Heritage, WSBA 30039
P O Box 50
Cle Elum, WA 98922
425-397-9400 Fax: 888-357-7377
joyce@heritage-law.com

Sign: _____
Print name: _____
Address: _____
City/State/Zip: _____
Best Contact #: _____
Email: _____
Commercial Licence? Yes ____ No ____

NOTE: Unless Attorney needs additional information, Client will not hear from Attorney until after the case concludes. YOU DO NOT NEED TO APPEAR AT THE HEARING UNLESS ATTORNEY ADVISES YOU IN ADVANCE THAT A PARTICULAR COURT REQUIRES YOUR ATTENDANCE. You can appear if you want. IF YOU WANT MORE INFO OR NEED TO CONTACT ATTORNEY BEFORE THE HEARING PLEASE DO SO VIA EMAIL! Contact attorney if you don't hear from her within 45 days of your hearing date.