

REPRESENTATION AGREEMENT

I, _____, (“Client”) have retained **Joyce Heritage** (“Attorney”) for representation in the infraction # _____ in the following Court: _____. Attorney agrees to provide quality, responsive, and efficient legal services once non-refundable fixed fee in the amount of **\$250.00** is paid.

NOTE: Retainer \$250.00 for infractions in Kittitas, Grant, Adams, Yakima, Chelan, Douglas, Lincoln, Snohomish, and King counties and towns within those counties. Other counties are quoted individually. There is an additional charge of **\$50.00** for a negligent driving 2nd degree charge and **\$50.00** for each additional charge on the infraction. Client acknowledges this flat fee is considered earned funds and is reasonable for the legal representation of this case, including to notify court and other parties, preparing for and appearing on any preliminary hearings, motions or contested hearing on the above matter. Heritage Law reserves the right to associate with other attorneys on Client’s case at no charge to the Client. **Attorney cannot and has not made any assurances or guarantees for dismissals on case(s). This Agreement does not include any appeals or other post decision motions.** Once retainer is paid:

1. Attorney will advise the court that Client is represented and request trooper’s report from Prosecutor.
2. Courts generally notify both Attorney and Client of the Court dates. It is Client’s responsibility to keep apprised of court date if it is not received.
3. **Unless the Attorney needs additional information from Client, the Client may not hear from Attorney until after the hearing.**
4. If client needs information, then **email is the best way to contact attorney.**
5. Attorney will prepare and attend Court. **Client may attend, but does not have to attend the court hearings unless the Attorney advises you specifically.**
6. It is Client’s responsibility to notify Attorney (email is best) of client’s new address or contact information.
7. Attorney will advise Client by letter or by email of the outcome. If you do not hear from Attorney at the conclusion of your case, you are responsible for contacting Attorney by phone, email, or mail.
8. Attorney will not be held responsible for giving timely notice to the Court, unless advised in advance in writing. It is ultimately Client’s responsibility to send timely notice to the Court within 15 days of the issuance of ticket.

Additional Information.

Client authorizes Attorney to waive procedural right to speedy hearing/trial if necessary to accommodate case setting(s), witnesses, or for any other reason deemed appropriate. 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, 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 respond to email inquiries, so if Client receives no reply, they should call or email again. Failure to provide requested information may impact the result of the case.

The fact that Client has paid Attorney’s fee in advance does not affect Client or Attorney from terminating this Agreement and the client-lawyer relationship. In the event that occurs before the agreed-upon legal services have been completed, you may or may not have a right to a partial refund based on the time spent by Attorney at her normal hourly rate of \$300.00. Pursuant to the Rules for Professional Conduct, which govern attorneys in Washington State, any fee disagreement shall be resolved by binding arbitration. **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 are approximately \$400.00, plus attorney fees, which requires a new agreement.

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. If non-moving amendments are not available, sometimes the best possible result is an amendment to the speed, for example amending a 15 over limit to an 8 over limit.

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.

Deferred Prosecution: Washington allows a person to defer one non-moving and one moving violation every seven years. This means the court will impose a fee, generally \$150.00 or more and may also require you to complete an defensive driving class. You will be required to have no further driving infractions for a period between 6-12 months (set by court). If you obtain another violation within that set period of time, you would be required to pay the original fine and both tickets will be reported to Department of Licensing (DOL). If you meet all of the requirements, the ticket will be dismissed without being reported to DOL. Deferrals are not allowed in some situations. If you do not believe you can go without another infraction, this is not a good choice.

First and foremost, Attorney will work toward obtaining a dismissal or an amendment to a non-moving violation, however in some cases, this is not possible. See above for detailed information regarding possible outcomes. **Unless otherwise stated below, Client authorizes Attorney to take any action Attorney believes is appropriate and is in Client's best interest under the circumstances. Attorney will not contact the Client before taking any such actions authorized by Client below. Attorney will not make additional calls, but relies upon these responses. If Client wants Attorney to get best possible result—then 'yes' answers are required.**

****IF CLIENT DOES NOT SIGN AND/OR DOES NOT ANSWER QUESTIONS, THEN ATTORNEY WILL DO WHAT IS DEEMED BEST UNDER THE CIRCUMSTANCES WITHOUT CONTACTING CLIENT.**

To assist in these possible outcomes, please respond to the following questions:

1. Client has a Commercial Driver's License (CDL)? Yes No
2. Client has taken a deferral in last 7 years? Yes No Don't know
3. Client authorizes Attorney to get the best possible result, including:
 - Negotiating a deferral? Yes No
 - Amending to a lesser charge, including a lower speed? Yes No
 - Amending to a non-moving charge? Yes No
 - If this increases fine, Client authorizes additional \$_____ to get non-moving violation.
 - Mitigating the fine? Yes No
4. Client authorizes Attorney to negotiate the best deal possible if a dismissal is not possible. Yes No
5. Client has submitted additional information relevant to case in writing? Yes No
6. Client _____ has or _____ has not mailed ticket to the Court asking for contested hearing.
7. Payment for these services is due immediately unless otherwise agreed in writing in advance. Client will be making payment on _____(date) by:
 - _____ Mailing check to Heritage Law, P O Box 50, Cle Elum, WA 98922
 - _____ Paypal (sign into your account, 'send money' using my email: joyce@heritage-law.com)
 - _____ Other as agreed: _____

By signing this agreement, Client agrees to the terms stated herein. Client has read the information above, understands all obligations, conditions, and agrees 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 or 509-899-5375
Fax: 888-357-7377
joyce@heritage-law.com

Sign: _____
Print name: _____
Address: _____
City/State/Zip: _____
Message: _____
Best Contact #: _____
Email: _____

