

EDGE LAW FIRM, PC
201 W. 5th St, Suite 550
Tulsa, OK 74103

ATTORNEY ENGAGEMENT FEE

1. I, _____ (CLIENT) do engage and appoint EDGE LAW FIRM, (ATTORNEY) to represent me as my attorney for the following charges and no other: _____.

2. **ENGAGEMENT FEE AGREEMENT**: The fee for this service will be:

Pretrial Disposition and DPS _____

Trial Fee _____

TOTAL FEE _____

CLIENT acknowledges this fee agreement is for the attorney's unique skills, reputation, training and ability and for the reservation of the ATTORNEY'S time and commitment to taking this case while potentially turning down other cases.

Since this is an engagement fee, CLIENT acknowledges ATTORNEY will not detail time expended on this matter. No work will begin until the engagement fee is paid. CLIENT warrants and swears the funds used to pay the ATTORNEY are from legal sources.

CLIENT acknowledges the fee is earned in full upon commencement of work on behalf of the client.

3. **ATTORNEY SERVICES**: ATTORNEY is retained for the action listed in this agreement only, unless otherwise agreed to in writing by both parties. This fee covers representation of all criminal proceedings up to a jury trial setting (*unless noted otherwise in section 2*), De Novo removal to District Court, DPS Administrative hearings, and District Court Appeal on a Driver's License revocation.

This agreement does not include an appeal, retrial, expungement or subsequent proceedings by ATTORNEY. If this case is dismissed and subsequently re-filed, an additional fee will be necessary to retain the ATTORNEY.

This agreement does NOT include representation for any probation violation/acceleration/revocation hearings, community service extensions, or other subsequent issues. New charges filed after this agreement are NOT covered by this agreement and will be subject to additional fees.

4. **ADDITIONAL COSTS**: If facts materially differ from representations by CLIENT to ATTORNEY, ATTORNEY may charge additional fees as warranted. Additional court appearances caused entirely by CLIENT action, including failure to timely appear, WILL create an additional fee at ATTORNEYS current hourly rate.

If an appeal is made to the court for your Drivers License, a fee of \$200 will be required to cover filing fees to the court.

5. **COSTS/EXPERTS**: This fee is for the professional services of the ATTORNEY only. Any cost or expense beyond the professional services of the ATTORNEY, including but not limited to expert witnesses, investigator fees, court cost, court reporter, transcript fees, travel, depositions, exhibit preparations, fines, court cost, alcohol assessment, DUI school, interlock device, DPS fees or other related

expenses are in addition to the above stated fee and will be the responsibility of the CLIENT. All such fees/cost must be paid in full in advance. Such fees will be placed in trust until needed. EXPERTS may be necessary for first stages, analysis of videos, motion hearings and for trial testimony. All fees and expense for an expert will be paid by the CLIENT.

The CLIENT must approve the hiring of experts and acknowledges that failure to authorize such assistance may be detrimental to the outcome of their case and considered failure to cooperate with attorney.

6. **ASSOCIATE/LEGAL INTERN/OUTSIDE COUNSEL:** The ATTORNEY and CLIENT agree it may be necessary to use the services of a firm associate, outside counsel or legal intern. The Associate, legal intern or outside counsel may perform any and all services necessary to represent the client. CLIENT authorizes ATTORNEY to use an associate, legal intern or outside counsel as deemed appropriate by ATTORNEY.
7. **DISCLAIMER OF GUARANTEE:** Nothing in this agreement or in ATTORNEY statements to CLIENT will be construed as a promise or guarantee of the outcome of CLIENT matter. ATTORNEY makes no such promises or guarantees. Any comments by ATTORNEY about the outcome are expressions of opinion only.
8. **TERMINATION OF SERVICES:** The ATTORNEY reserves the right to suspend or terminate services under this agreement without notice for non-payment of fees, failure to timely appear in court, failure to cooperate with ATTORNEY and staff in a reasonable manner, disruptive and/or abusive conduct with Attorney and/or staff, failure to communicate in a timely manner with ATTORNEY, failure to keep contact information current or failure to follow specific directions of ATTORNEY. All parties agree once work has commenced on the case the full fee will be earned regardless of the reason for termination. In the event of any portion of fees are recalculated the hourly rate of attorney will be \$600 per hour.
9. **CLIENT PAYMENTS:** CLIENT and/or 3rd party presenter authorizes ATTORNEY to charge any credit card tendered in this matter for any past due balances. All returned checks will be subject to a handling charge of \$ 50.00. Returned checks not redeemed within 10 days will be submitted to the district attorney for prosecution. Failure to pay this contract will be subject to legal action. CLIENT agrees to reimburse the ATTORNEY for any and all expense of collection including but not limited to court cost, filing fees, collection agency fees and attorney fees.
10. **SPECIAL NOTICE REGARDING SPECIFIC ISSUES:**
 - Commercial Driver's License- CDL---** If you have a CDL and are charged with DUI, specific and very burdensome problems attach. The rules are different and you are in danger of losing your license for 1 year or a lifetime ban. You must give your attorney specific and detailed information and discuss this issue from the beginning.
 - Pilots---** If you have a pilot's license there are two major reporting issues. This is a specialized area and you need to address this with your attorney from the first day.
 - Driver's License----** Conviction for any of the following may result in your DL being suspended: Manslaughter or negligent homicide involving a car, DUI, APC, any felony using a car, failure to stop and render aid, perjury, drug conviction (misdemeanor or felony including marijuana possession), minor in possession of alcohol, and pump piracy.
 - Immigrations---** If you are not a legal resident, many charges may result in you being deported upon a conviction/deferred sentence. Our firm does not handle immigration issues and you will need the help of an immigration specialist. You need to inform your attorney of your status in your first interview. *We advise you that a conviction/deferred sentence will lead to adverse immigration consequences and you MUST seek a qualified immigration lawyer before entering any plea.*
 - Domestic Violence/ Protective Order---** If you are convicted of domestic violence or are made subject to a permanent Protective Order, federal regulations will prohibit you from owning or

possessing a firearm or any bullets. Possession of either of these items is a federal offense after a domestic violence conviction or having been the subject of a protective order.

Felony Predicate---If you are found guilty or receive a deferred sentence and expunge your record for a marijuana/DUI charge, a new case for MJ/DUI within 10 years will be filed as a Felony. Your plea to a deferred sentence can be used against you in future cases.

Expungement---A deferred sentence may expunge your court records—it will not expunge your arrest record. An arrest expungement is NOT part of the initial representation fee.

11. **CONFIDENTIALITY:** ATTORNEY is normally bound by client confidentiality. Client acknowledges and agrees that public posting or disclosure of any information about the case or Attorneys involvement in the case will result in a waiver of the Attorney-Client privilege. CLIENT hereby gives informed consent for attorney to reveal protected information in order to establish a claim or defense on behalf of the lawyer, in a controversy between the lawyer and the client regarding a public discussion initiated by client. CLIENT expressly waives the Attorney-Client privilege and grants Attorneys the right and power to respond to any public posting and grants Attorney a Power of Attorney to act on client's behalf to cause any such posting to be removed.

12. **CONCLUSION OF REPRESENTATION:** It is mutually understood and agreed that Attorney's representation concludes on the date of Entry of a Final Order by the Oklahoma Department of Public Safety (if applicable) and/or Dismissal of the present charge(s) or the Entry of Judgment of Not Guilty or Guilty to the present or other charges. Unless expressly provided, this Agreement does not include Special Actions, Appeals, Post-Trial Motions or Applications to Revoke. Client has been advised that all Client files are placed in off-site storage upon the conclusion of representation. Client has been further advised, and understands, that no work will be performed on Client's behalf after the conclusion of representation. This means that if Client's driver's license is suspended because he/she failed to abide by an Order of any Court or the DPS, Attorney will not become involved. If Client fails to perform duties as required by the court, has an application to revoke filed by the District Attorney or has new charges filed, the Attorney will not be involved unless a new retainer agreement is signed.

13. **RETENTION OF FILES:** Client files will be retained for five (5) years from conclusion of representation and destroyed. Subject to payment of copying costs, a copy of Client's file will be provided to Client upon written request. This Agreement is your written notice your file will be destroyed five (5) years from conclusion of representation.

14. **EXCEPTIONS:** CLIENT ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS FEE AGREEMENT AND THERE ARE NO EXCEPTIONS. CLIENT acknowledges he/she is over 18, competent and voluntarily enters this agreement.

ATTORNEY

DATE

CLIENT

DATE

3rd Party Guarantor _____