

You, the Client, have made the unilateral decision that you're in need of representation in your traffic citation and wish to retain eTicketAttorney by David J. Casey (eTicketAttorney). eTicketAttorney accepts said representation under the below listed conditions:

1. eTICKETATTORNEY'S RESPONSIBILITIES ~ Based upon the information provided to eTicketAttorney, eTicketAttorney will represent you in Court. Provided you have paid the proper eTicketAttorney fee(s), eTicketAttorney will:
 - a. Appear in Court for you on the date you provided eTicketAttorney;
 - b. Attempt to negotiate a plea in your matter that may reduce the effect on your driving history, based upon the information you provided when you hired eTicketAttorney;
 - c. Pay the fine to the Court, provided you have paid eTicketAttorney enough to cover the fine;
 - d. eTicketAttorney is being retained for the purposes of negotiating a plea only. eTicketAttorney is NOT being retained for any trial or appeal process of any kind.

2. CLIENT'S RESPONSIBILITIES ~
 - a. You agree to provide eTicketAttorney with accurate and complete information and to properly complete the information requested regarding your ticket(s);
 - b. You agree to cooperate with eTicketAttorney and to respond to eTicketAttorney promptly. You agree to appear at every court appearance, if required, on time and dressed and groomed in a business-like manner;
 - c. You agree to pay eTicketAttorney the appropriate fee, as defined by the then current Fee Schedule when you hire eTicketAttorney;
 - d. You agree to keep eTicketAttorney informed in writing of any changes in your address and telephone number of both home and work. All notices will be sent to you via email or regular mail first class US Mail at the addresses you supplied eTicketAttorney when hiring eTicketAttorney, unless Client specifies in writing otherwise. eTicketAttorney is not responsible for any losses, delays or damage caused or may occur a result of email or the United States Post Office. You also agree to keep eTicketAttorney informed of any changes that are material to this matter. You will inform eTicketAttorney in advance and in writing of any trips, vacations, holidays or other events that will prevent you from attending court.

3. FEES AND FINES ~
 - a. FEES ~
 - i. You agree to pay the appropriate fee(s) prior to the first Court appearance by eTicketAttorney;
 - ii. You agree to pay the appropriate fee as defined under the current Fee Schedule when you hire eTicketAttorney.
 - iii. Should You have multiple citations, you agree to pay the appropriate fee as defined under the current Fee Schedule when you hire eTicketAttorney for each citation. eTicketAttorney has the right to charge any amount up to the full amount for each citation, plus FollowUp fees, at its own discretion and opinion.

iv. Should You attempt to hire eTicketAttorney for the lower of multiple citations you are charged with, eTicketAttorney may require you to pay the appropriate fee (as defined under the current Fee Schedule when you hire eTicketAttorney).

v. The initial fee is due at the time of hiring eTicketAttorney. All additional fees are due within fifteen (15) days of the first (1st) request by eTicketAttorney. The initial fee is the fee associated with the citation that You originally informed eTicketAttorney was the subject matter of eTicketAttorney's representation.

b. FINES ~

i. You are responsible for the fine in your matter. eTicketAttorney does not advance any fine money and you are solely responsible to pay your fine;

ii. If you have elected to deposit the fine money with eTicketAttorney, eTicketAttorney will forward that fine money to the Court when your matter is finally disposed, provided you have deposited enough money.

c. DISHONORED and NONPAYMENTS ~ Should Client Dishonor the Fee or Fine Payment (such as dishonored checks, money orders, or credit card payments) or fail to pay any or all additional fees requested by eTicketAttorney in any manner or fashion, then:

i. Client agrees that eTicketAttorney representation of Client shall immediately cease. Client permits eTicketAttorney to withdraw or transfer Client's case to another attorney of Client's choosing. If eTicketAttorney is unable to withdraw for any reason, You agree that eTicketAttorney may place Your case on the next available non-jury trial calendar;

ii. Further, eTicketAttorney may be permitted by law to recover the reasonable value of eTicketAttorney's services from Client, sometimes referred to as a quantum merit recovery. The value of eTicketAttorney services rendered shall be the time eTicketAttorney has spent on this matter. The time shall be at the hourly rate of Two Hundred Dollars (\$200.00). eTicketAttorney's fee is computed hourly and sub-hourly by tenths of the hour, every six (6) minutes. The time is charged when eTicketAttorney begins work on Client's case until stopping, rounded to the following tenth interval. If eTicketAttorney is required to travel to a destination for Client's matter eTicketAttorney is prevented from assisting other clients and must charge the time to and from the required destination. If more than one client is being assisted by said travel, eTicketAttorney will divide the travel time between all clients assisted by said travel. eTicketAttorney may also charge for the time expended in collecting eTicketAttorney's fee(s).

iii. All unpaid balances carry a late fee of Ten Dollars (\$10.00) and an annual interest rate of eighteen percent (18%), compounded monthly. If these fees are not paid when due.

4. MISCELLANEOUS ~

a. DISCHARGE OF eTICKETATTORNEY ~ You have the right to discharge eTicketAttorney either for cause or without cause. However, if eTicketAttorney is discharged, there is no refund of any fee, only refund of any fine money but not the "Handling Fee".

- b. GUARANTEES, WARRANTIES OR PROMISES ~ eTicketAttorney HAS NOT MADE and CAN NOT MAKE any guarantees, warranties or promises as to the outcome or results as to any or all the issues regarding this traffic citation.
- c. ASSOCIATION ~ eTicketAttorney may use its own attorneys or may associate with another attorney without your prior approval or knowledge and may share the fee in an amount that is appropriate.
- d. GOOD FAITH REPRESENTATION ~ If at any time an issue is not supported by facts or law which permit a good-faith claim or defensive or position, eTicketAttorney will not be required to pursue that that claim or defensive or position, or the case, if Client agrees, or withdraw from Client's representation. At that point eTicketAttorney has earned all fees and costs incurred to that date.
- e. CONTACTING eTICKETATTORNEY OUTSIDE THE OFFICE ~ Client acknowledges that eTicketAttorney has other clients and eTicketAttorney representatives have family lives, and you will use a good faith effort to contact eTicketAttorney during normal business hours. Should Client contact an eTicketAttorney representative at home, Client agrees this is extra-ordinary and will eTicketAttorney pay Twenty Five Dollars (\$25.00) per contact.
- f. LEGAL STUFF ~ Time is of the essence of this Agreement. This Agreement shall in all respects be construed and enforced according to the laws of the State of Georgia. If any provision of this Agreement shall be declared invalid or unenforceable, the remaining provisions shall nonetheless continue in full force and effect. This Agreement constitutes the entire agreement between the parties and supersedes and all agreements, whether oral or written, previously made by them. No modification or waiver of any terms hereof shall be valid unless in writing and signed by both parties. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement by the other party, shall not be construed as a waiver or relinquishment of such term or terms for the future, and the same shall nevertheless continue in full force and effect.
- g. COLLECTION ~ If any fees or costs owing under the terms of this Agreement are collected by or through an attorney at law, the prevailing party shall be entitled to reasonable attorney's fees and other costs of such proceedings.
- h. DRAFTING ~ No provision of this Agreement shall be construed by any Court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision.
- i. By agreeing below, Client and eTicketAttorney have read, understood and agree to the above and will abide by same. This agreement is not binding until the appropriate fee, as defined under the current Fee Schedule when you hire eTicketAttorney, is received in full by eTicketAttorney. Client's signature allows eTicketAttorney to represent Client after said fee is received by eTicketAttorney.

You agree that eTicketAttorney is NOT retained until the fee has been paid in full.