## ATTORNEY AND CLIENT MUTUALLY AGREE AS FOLLOWS:

**Scope of Representation:** Attorney will provide services reasonably necessary to defend Client at a contested hearing for a traffic infraction, including representation at a contested hearing and negotiating on Client's behalf. This Agreement does not include representation of Client at any hearing beyond the initial contested hearing.

**Attorney Fees:** Upon submitting Client's case, Client agrees to pay a <u>flat fee</u> to be calculated as follows: \$199 base fee. In the event that Client's ticket has more than one count, the base fee will be increased by \$50 per extra count. For example: a simple speeding ticket would be \$199. The same ticket with an HOV charge in addition to the speeding would be \$199 + \$50 = \$249

Any Attorney's Fees are due in full at the conclusion of the case and will become the Attorney's property upon receipt rather than being deposited in an IOLTA account. Attorney agrees to waive the fee unless any of the following conditions are met: 1. Client's ticket is dismissed. 2. Client is given the option of having his/her ticket amended to a non-moving offense, or 3. Client's ticket is entered into a Deferred Finding or similar program.

Client understands that if the ticket is amended or entered into a Deferred Finding or similar program then Client will be responsible for the cost of the amendment or program in addition to the Attorney fee.

**Termination:** Client understands that he or she has the ability to terminate the Attorney/Client relationship with Attorney, if Client chooses to. In the event that the relationship is terminated prior to the conclusion of the case, Client agrees to pay Mr. Cahoon for his time at a rate of \$200.00 per hour, not to exceed the flat fee agreed to above plus any costs incurred by Attorney related to his representation of Client. Client also agrees to waive any objection to Mr. Cahoon's withdrawal as Client's attorney if he, in his sole discretion, feels that withdrawing would be in Client's best interest.

**No Guarantee of Results:** Client acknowledges that Attorney has made no guarantees regarding the outcome of any contested hearing and that any statements Attorney has made regarding the merits of the case are professional opinions only, and not a guarantee.

**Cooperation of Client:** Client agrees to keep the Attorney advised of his or her address and contact information, to appear at office appointments and court hearings when requested, and to cooperate with reasonable requests of Attorney.

**Substitute of Counsel:** If Attorney is unavailable to appear in court, Attorney may appoint another attorney licensed in the state of Washington to appear on his behalf, so long as it is in the best interests of the Client.

**Law to Govern Agreement:** It is agreed that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Washington. All disputes arising from the subject matter of this Agreement shall be brought exclusively in the Cascade District Court of Snohomish County, Washington.

**Late Fees:** I further understand that a 1% per month late charge may be imposed on any portion of the balance of the fees not paid on the due date established above.

**Attorney's Fees:** In the event of any action at law or suit in equity in relation to this Agreement, the prevailing party, in addition to all other sums which the other party may be called upon to pay, shall be entitled to recover such additional sum for the prevailing party's attorney's fees incurred therein as shall be judged reasonable.

Client's Consent: By submitting Client's ticket to Attorney, Client manifests their consent to this contract.

**Final Agreement:** This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified, amended, or replaced except by another signed written agreement of the parties.