

**PROFESSIONAL LEGAL SERVICES AGREEMENT
FOR CRIMINAL DEFENSE REPRESENTATION**

1. CASE DESCRIPTION

This agreement is made on this the ____ day of _____, 20__, between the LAW OFFICE OF GLEN R. GRAHAM, (hereinafter “Attorney”), and _____ (hereinafter “Client”). Client is charged in Tulsa County or _____, Oklahoma with the crime(s) of _____

Client wishes to employ Attorney to represent Client in the defense of the above criminal charge(s). No other legal representation is contemplated by either Client or the Attorney, and the Attorney does not by the representation of the Client on the stated matter agree to undertake any other legal representation for the Client.

2. ATTORNEY’S DUTIES

Attorney accepts said employment and agrees to take such steps as are reasonably advisable to enforce and protect Client’s rights during the pending matter, until Attorney’s discharge according to the terms outlined below or otherwise. If trial is included in this retainer and service agreement, Attorney agrees to represent Client through ONE TRIAL ONLY, and no re-trials. Any action taken after the first trial of this matter will require a new fee and retainer agreement. Any re-trial will require a new fee and retainer agreement. Any upgrading of the charges will require a new fee and retainer agreement. This agreement does not include any post-adjudication services. If Client wishes Attorney to represent Client at any such additional hearing after dismissal, disposition, etc., a new retainer agreement must be entered into. Appeals are not included.

3. CLIENT’S DUTIES

Client and Guarantor agree to be truthful with Attorney, to cooperate, to timely return phone calls, to keep Attorney informed of developments, current address and telephone number, to abide by this Agreement, and to pay bills on time, and to appear on time to court. Client agrees to call attorney the day before any court proceeding to verify court status. Client will assist Attorney in providing necessary information and documents and will appear on time for court.

4. FEE AGREEMENT:

The fee for Attorney’s services, rendered as described in this agreement, shall be in accordance with the fee list attached hereto. Attorney reserves the right to withdraw

as Client's Attorney of record and to retain all fees paid for services previously rendered if the fee set forth in the attached fee list for Attorney's services is not paid in full on or before the date agreed upon for receipt of payment in full. In the event that payment is not made as specified above, Attorney may, after reasonable notice, withdraw as Attorney or record for the Client. In the event that this agreement is terminated for any reason by the Client, the fee paid shall be deemed as earned by the Attorney, and no part thereof shall be returned to Client.

(Amount and Due Dates)

For services to be rendered the client/guarantor do hereby agree and promise to pay the sum of \$ _____ as follows: _____

In regard to a **DUI or APC offense**, there may be additional fees and expenses as follows if the client chooses to pursue a contested administrative hearing: Initial Appeal court costs: \$148; and cash appeal bond: \$250 dollars and an additional attorney fee: \$500 for a contested hearing plus a fee for initial appeal of \$500 dollars. DUI - APC *Crash court* is a special proceeding which is sometimes utilized and attorney charges an additional fee of \$200 to appear for any crash court appearances and client agrees to pay the same and is liable for the same.

Attorney has been an attorney for *over 23 years* and agrees to use his **best judgment and his best efforts** in representing the client and the client agrees to pay this attorney as agreed. In the event that a jury trial or appeal is necessary, then a new contract must be made. The amount does not include the costs of a jury trial or other matters stated herein and attorney retains the right to withdraw if the client decides to request a jury trial without paying this attorney for the costs of a jury trial. All payments are due as scheduled and in the event any payment is missed then the entire amount will become due immediately. Attorney retains the right to withdraw if you demand a jury trial but do not pay the attorney fee for same. You agree to be liable for the collection costs, court costs, and all reasonable attorney's fees to enforce collection of this debt.

Client/Guarantor is gaining the benefit of knowing that he cannot be charged more fees than outlined above no matter how much time Attorneys spends on this specific legal matter, including the trial and trial preparation of this matter. Client/Guarantor knows that other law firms may charge clients hourly for their legal services and that the Attorney's fees in this case could be substantially higher than what is being charged in this fee agreement as a flat fee by Attorney (Attorney charges \$400/hour as primary owner of firm in event of a fee dispute). In exchange for this 'benefit' Client/Guarantor understands that the fee that Client/Guarantor is agreeing to is a non-refundable fee as it is not based upon any specific hourly rate at which Attorney will be billing the client. This means that once paid, no portion of this fee shall be refunded to Client/Guarantor. Client/Guarantor further agrees that this flat fee is a

reasonable and fair fee, as is Attorney's hourly rate should any portions of this agreement be unenforceable. *ALL ATTORNEY'S FEES PAID TO LAW OFFICE OF GLEN R. GRAHAM, ATTORNEYS ARE NONREFUNDABLE TO EXTENT ALLOWED BY LAW. If for any reason Client desires to terminate this Agreement or retain services of other counsel, this will not relieve Client of his obligation to pay the entire fee and all outstanding costs as outlined above.

5. ADDITIONAL LIMITATIONS:

The fees set forth in the paragraphs above are not intended to include, and do not include the following: Any appellate proceedings, either before or after rendition of judgment or pronouncement of sentence; Any applications to revoke - accelerate, motion for sanctions or to terminate, and Any legal services to be rendered in the filling of extraordinary writs in either state appellate courts or federal courts, either before or after trial; Attorney charges additional \$150 for review dates or request for extensions of time, Attorney charges a minimum of \$500 for any special motion hearings, or motions for sanctions and motions to terminate applic. to accelerate/revoke and client is liable for the same and must pay for attorney to appear, dismissal and refile in federal court are different charges and are not included. Clients failure to appear for court is grounds to withdraw, Any other matters or legal costs as outlined herein.

6. LEGAL COSTS

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the fees listed above. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, preparation of trial or motion exhibits, parking, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

Client/Guarantor is responsible for all costs involved in the legal defense. Costs shall be advanced by Client/Guarantor. If any costs are advanced by Attorney, Client/Guarantor shall reimburse Attorney for these costs advanced as soon as client is billed for the same.

The following costs will be billed 'as charged' by the party providing the materials: Discovery Costs charged by the District Attorneys or prosecuting agency, Court costs and fees, messenger/Attorneys service, parking, postage,.

a. The following costs will be billed as follows:

b. copy costs @ \$0.20/per page,

c. print out costs @ \$.20/per page

d. collect jail calls are \$10 to \$25 dollars per call (depends on distance, time/other)

e. mileage @ .50 per mile outside of city of Tulsa.

Out of town travel. (Outside Tulsa County) Client agrees to pay transportation, mileage, parking, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel.

Client will also be charged the hourly rates for the time legal personnel spend traveling, including out of area investigation or procurement of witnesses or materials. Client will be informed of intended out of town travel ahead of time.

Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that as the matter proceeds to court action or disposition, Client may be required to pay fines, court costs, and potentially restitution and/or damages to other parties in the action or alleged victims. Any such payment will be entirely the responsibility of Client.

7. SCOPE OF REPRESENTATION

Client hereby authorizes Attorney to act as his agent in all matters affecting this case including, but not limited to the following:

- a. to appear in court in Client's behalf;
- b. to negotiate a proper plea bargain
- c. to waive Client's appearance at any proceedings in reference to this case;
- d. To request that the trial or settings of this case be postponed and reset and;
- e. To waive Client's rights to speedy trial, when, in Attorney's sole discretion, Attorney deems such actions proper and in Client's best interests.

8. FULFILLMENT OR DISCHARGE OF AGREEMENT

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. Attorney is not liable for any acts of God or illness or other disability which prevents the completion of this contract. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to any liens provided by law. Attorney's obligations to Client will be discharged if the above charge is concluded after trial at sentencing or is compromised or disposed of without trial. Compromise or disposal without trial includes, but is not limited to, any of the following:

- a. Inability of the jury to reach a verdict, where case is tried by jury;
- b. Declaration of mistrial;
- c. Granting of a motion for a new trial;
- d. Granting of probation with or without the imposition of sentence;

- e. Ordering of commitment by the court with or without the imposition of sentence; or,
 - f. Charge is dismissed for any reason.
9. COMMENCEMENT OF SERVICES

This agreement will not take effect and Attorney is not bound to commence services or do any act in furtherance of the representation until receipt by Attorney of the sum noted in the Fee section, which is non-refundable, to ensure Attorney's availability on Client's case. If for any reason Client desires to terminate this Agreement or retain services of other counsel, this will not relieve Client of his obligation to pay the entire fee and all outstanding costs as outlined above.

10. DISCLAIMERS OF SERVICE

Client understands that Attorney has made no guarantee about the successful outcome of the case. It is understood by the Client that **NO PROMISES HAVE BEEN MADE AS TO THE OUTCOME OR RESULT OF THIS CASE.** The Attorney has agreed to exercise the best effort and professional care possible that the Attorney cannot, and has not made in any representation regarding the outcome of this case. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. Attorney is not obligated to make any bond for client by reason of this contract.

11. AGREEMENT

This agreement contains all conditions, provisions and understandings of the parties. No other agreements, written or oral, exist as between the parties, and the parties agree to be bound to the terms of this agreement. This agreement can be modified only by an agreement in writing signed by both Attorney and Client. This agreement shall be governed by the laws of Tulsa, Oklahoma, and any law suit shall be filed there.

12. RELEASES

Information regarding my case and/or copies of documents pertaining to my case may be released to the following individuals:

CLIENT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISION, AND AGREES TO BE BOUND BY IT.

SIGNED this the ____ day of _____, 20__ in _____, Oklahoma.

 Client's Signature

 Address

 Telephone Number

 Glen R. Graham - Attorney at Law
 1612 S. Cincinnati Ave.
 918-583-4621 or 918-260-8184
 Fax: 918-592-0842
 Email: glengraham@icu.net

Third Party Guarantor

I, _____, have read the above contract and in consideration of the services to be provided Client by Attorney, I hereby agree to be bound by the provisions of said contract and I hereby guarantee that the money to be paid under this agreement will be paid to Attorneys by me if Client does not pay. I know Client cannot pay and I will have to make the payments. Attorney's responsibility will be to Client and not to me, but I will see that all payments and conveyances required by above contract are made in a timely fashion. **THIRD PARTY GUARANTOR ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISION, AND AGREES TO BE BOUND BY IT.**

SIGNED this the ____ day of _____, 20__ in _____, Oklahoma.

Third Party Guarantor's Signature

Glen R. Graham, Attorney at Law

Address

Law Office of Glen R. Graham
1612 S. Cincinnati Ave., Tulsa, OK 74119
Telephone: 918-260-8184 or 918-583-4621
Email: glengraham@icu.net

Telephone Number

Third Party Guarantor relationship to Client (parent, spouse, friend):
