



The Law Offices of Aaron R. Lee, PLLC

PO Box 3573
Huntersville, NC 28078-3573
704-222-7525 (P)
336-450-4495 (F)
www.ARLLawFirm.com
ARLLawFirm@Yahoo.com

CLIENT INTAKE FORM

ALL INFORMATION WILL REMAIN CONFIDENTIAL
PERSONAL INFORMATION

NAME: ADDRESS:
PHONE #: CITY/ST/ZIP
EMAIL: DOB:
STATE WHERE LICENSED: DRIVERS LICENSE #:
SSN: DRIVERS LICENSE ISSUE DATE:

CITATION INFORMATION (REQUIRED!)

COUNTY WHERE CITATION WAS RECEIVED: COURT DATE:

WHAT WERE YOU CHARGED WITH: (If speeding, you must state the speed you were charged and speed limit.
Example: Speeding 82 in a 65 zone)

DRIVING HISTORY

HAVE YOU BEEN CONVICTED OF A MOVING VIOLATION IN THE LAST THREE YEARS: DO YOU HAVE
COMMERICAL DRIVERS LICENSE:

BESIDES THIS TICKET, HAVE YOU RECEIVED A TRAFFIC TICKET IN THE LAST 12 MONTHS: ( IF YES, WAS
IT A SPEEDING TICKET OVER 55MPH?)

HAS ANYONE ON YOUR INSURANCE POLICY USED A PRAYER FOR JUDGMENT CONTINUED IN LAST 3
YEARS:

HAS ANYONE ON YOUR INSURANCE POLICY RECEIVED A MOVING VIOLATION CITATION IN THE LAST 3
YEARS:

HAS ANYONE ON YOUR INSURANCE POLICY BEEN AT FAULT IN AN ACCIDENT IN LAST 3 YEARS:

PAYMENT INFORMATION

PAYMENT WILL BE MADE THROUGH: \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_

EXP DATE: \_\_\_\_\_

TYPE OF CARD: \_\_\_\_\_

SECURITY # ON BACK OF CARD: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

\_\_\_\_\_



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### LEGAL SERVICES AGREEMENT

This Contract for Legal Services ("Contract"), entered into by and between The Law Offices of Aaron R. Lee, PLLC, hereinafter called the "Law Firm" and

Defendant: \_\_\_\_\_

hereinafter called "Defendant".

WHEREAS, the Defendant has a need for professional legal services.

WHEREAS, the Law Firm has represented that it is qualified to and has agreed to perform such professional legal services.

NOW, THEREFORE, the Defendant and the Law Firm, with the intention of being legally bound, hereby agree as follows:

1. Scope of Representation. The Law Firm shall represent Defendant, in Court, on the following case (enter case number or the State of NC versus your name).\_\_\_\_\_. The Law Firm's only obligation to the Defendant is to appear in court and to resolve the matter for the Defendant.

(a). This Agreement applies only to the plea of the case and does not apply to the filing of any motions, trial, appeal or retrial of any traffic offense listed in this Agreement.

**(b). Unless otherwise agreed in writing, this Agreement covers only the court date for which the Law Firm is hired and one (1) continuance. If the Law Firm has to continue a case beyond this limit due to lacking information, required documents, or prepaid Court Costs and fines from the Defendant, the Defendant agrees to pay the Law Firm fifty dollars for each additional continuance if it is a traffic matter or one-hundred dollars if it is a criminal misdemeanor or DWI charge. This payment is to be made before the matter in this Agreement is finalized. If payment is not made for the continuance, the Law Firm is not obligated to finish the case in this Agreement and Law Firm may withdraw from the case. The Defendant agrees to allow the Law Firm to use the debit or credit card on file to process this payment.**

(c.) Defendant understands that at any time after the second court date, at which point the Defendant has still not provided the Law Firm with the required documents, the Law Firm has the option to negotiate a plea with the Assistant District Attorney. The Defendant understands that without the documents requested by the Law Firm, the best outcome may not be obtained. If no plea can be reached, then the Defendant's case will not be finished and the Defendant will be responsible for finishing the case on his own.

(d). This Agreement does not apply to the Law Firm having to add the Defendant's case back onto the Court docket due to the Defendant, unless that is what the Agreement is based upon.

(e). The Law Firm may waive the appearance of the Defendant, continue the case, plead the Defendant as charged, or plead the Defendant to a lesser charge, if the Law Firm reasonably believes that it would be in the Defendant's best interest.

(f). The Law Firm may employ associate counsel or "Of Counsel" attorneys at their own discretion and expense, and any attorney so employed may be designated to appear on the Defendant's behalf or undertake my representation in this matter.

(g). The Law Firm is under no obligation to contact the Defendant after his case is disposed of. The Defendant understands that it is his obligation to contact the court or the Law Firm in regards to the outcome or status of the Defendant's case.

(h). The Defendant understands that until the Law Firm is paid in full, the Law Firm is under no obligation to enter a plea or finalize the Defendant's case. Additionally, if the Defendant is late on his payment or has failed to make any required payment, including payment to continue the case, to the Law Firm, the Law Firm is under no obligation to appear in court for the Defendant.

(i). The Defendant agrees that if the Law Firm learns that the Defendant has additional criminal charges or infractions, which were not disclosed to the Law Firm, then the Law Firm is under no obligation to perform any legal services on those additional charge(s). If the Law Firm is unable to separate the additional charge(s) from the charge(s) this Agreement is for, the Law Firm has the option to charge the Defendant a fair and reasonable amount for the legal services which need to be performed, or the Law Firm may terminate this Agreement and will not reimburse the Defendant for any legal fee paid.

## 2. Fees:

(a). The Defendant agrees to pay Law Firm a one-time payment of \$ \_\_\_\_\_, or;

(b). The Defendant agrees to pay the Law Firm in two equal payments of \$ \_\_\_\_\_, or;

(c). The Defendant agrees to pay the Law Firm in three equal payments of \$ \_\_\_\_\_,

(d). The Defendant agrees to Pay the Law Firm \_\_\_\_\_.

Defendant understands and agrees that this is a fee for legal services, and does not include court costs, and no portion of the fee will be returned to the client regardless of the success of the case. **This fee is treated as a fee for legal services, and it will be considered earned upon receipt. NO PORTION OF THIS FEE WILL BE REFUNDED.**

**Defendant agrees that in the event any refund is issued, any work performed by the Law Firm will be billed to the Defendant at a rate of three hundred dollars per hour (\$300 per hour). The Law Firm will calculate its rate by charging five dollars for each minute worked on the Defendant's case.**

**Defendant agrees that if the Law Firm allows him to make a payment(s) under 2(b), or 2(c), or 2(d) then the Defendant must make the remaining equal payment under section 2(b), and must make one additional equal payment under section 2(c), within thirty days, or before the case for which this Agreement is entered into is scheduled for Court, whichever is sooner. If Defendant does not make payment within this required time, the Law Firm will not appear in Court for the defendant, and will not refund any payment.**

3. Other Costs. The Defendant fully understands that he shall remain at all times responsible for all court costs, fines, document costs, and all other costs as may be assessed by the court.

(a). **Defendant acknowledges that if the Law Firm instructs the Defendant that it is in the Defendant's best interest to obtain a driving record(s), then it is the Defendant's responsibility to provide the Law Firm with a copy of the Defendant's driving record(s), at the Defendant's costs, prior to the court date.**

(b). The Defendant understands that the Law Firm is not responsible for payment of fines or court costs or any other expenses that may be imposed by the Department of Motor Vehicles of the State of North Carolina or any Court. Additionally, the Defendant understands that he is responsible for all expenses/costs regardless of the success of his case.

(c). The Defendant is solely responsible for paying all costs and fines imposed by the Court or by the Department of Motor Vehicles or the State of North Carolina, in the appropriate time frame. The Defendant acknowledges that failure to comply with the court order to pay Court costs and fines in the appropriate time may result in additional fines as well as a suspension of his driving privileges by the Department of Motor Vehicles of the State of North Carolina. Court Costs may only be paid by Cashier's Check, Money Order or Cash.

(1). Defendant acknowledges that if a case is resolved in Iredell County, he will have 20 days after an Administrative Court and 5 days after a District Court case is resolved to pay the total court costs and fines. If payment is not received within the appropriate time, the Defendant will be subject to large fines and penalties.

(2). Defendant acknowledges that if a case is resolved in Rowan County, he must pay the court costs and fines on the day of court, or will be subject to a \$20.00 penalty. Additionally, if payment is not received by the clerk of court within 40 days of the court date, the Defendant will be subject to large fines and penalties. The Law Firm will only make payment of the court costs, on the Defendant's behalf, if the Defendant sends a Money Order made payable to the "clerk of court" for the amount directed by the Law Firm, to the Law Firm's office, and it is received seven days prior to the Defendant's court date. The Law Firm will not accept payment of court costs by any other form of payment.

(3). Defendant acknowledges that if a case is resolved in Gaston County, he must have already sent to the Law Firm, a certified check or money order in the amount that was requested by the Law Firm. This payment is to be made payable to "the clerk of court" and it must be received 7 days before the Defendant's court date or the Defendant will be subject to large fines and penalties.

(4). Defendant acknowledges that if a case is resolved in Mecklenburg or Cabarrus County, he will have 20 days to make payment to the clerk of court within 20 days or he will be subject to large fines and penalties.

(d). The Defendant acknowledges that he can obtain the outcome and any court costs and fines of his case by contacting the Clerk of Court in the county where he received his citation.

(e). The Defendant will be charged \$25 for any check that is returned as insufficient funds.

4. Communication. Defendant agrees that all communications will be sent and received via electronic mail (email) Please Type Email Address:\_\_\_\_\_.

(a). The Defendant is solely responsible for contacting the Law Firm, in writing, and updating any changes in personal or contact information.

(b). Defendant agrees to enter [ARLLawFirm@yahoo.com](mailto:ARLLawFirm@yahoo.com) into his email address book as to ensure all emails do not get redirected by a spam filter.

(c). Defendant agrees to check his email for the outcome of his case and if such email is not received within 2 days, Defendant agrees check the website listed in Section 5(c) to see if his court date has been continued before he notifies the Law Firm. If Defendant searches his name on this website and finds no results, then he agrees to notify Law Firm of not receiving a email with the outcome of the case. Law Firm will not be responsible for emails that are not received in regards to the outcome of a case if the Defendant has not notified the Law Firm within this 2 day notification period.

#### 5. Court Dates and Attendance.

(a). The Defendant is solely responsible for being aware of his court date. The Law Firm will is under NO obligation to contact the Defendant as to any continuance or any other occurrence resulting in the court date being moved.

(b).The Defendant is solely responsible for being present at court at the correct time and location. Defendant acknowledges that he understands that he can obtain his court date via the court system's website or by calling the clerk of court in the county where the citation occurred.

**(c). The Defendant acknowledges that he will not be contacted if his case is continued. Instead, it is the Defendant's responsibility to either call the clerk of court to obtain the new date or visit the NC AOC website and search for his court date on this website:<http://www1.aoc.state.nc.us/www/calendars/CriminalQuery.html>**

(d). The Defendant is solely responsible for appearing at every court appearance unless the Law Firm states, in writing, that the Defendant need not appear.

(e.) The Defendant is aware that if he misses a required court date that the court will apply a "Failure to Appear" fine against him, there may also be an order for his arrest issued.

(f). The Defendant is solely responsible for any fines that might be imposed for failing to appear on a required court date, and for any costs related to an order for his arrest being issued for failing to appear on a required court date.

6. Other.

**(a.) The Defendant acknowledges and agrees that the Law Firm has made no promises to the Defendant as to the outcome of the case. Also, the Defendant cannot demand any specific outcome. Regardless of what the Defendant is told during his consultation, the Law Firm will use its best professional judgment in achieving the best outcome.**

(b.) The Defendant acknowledges that the Law Firm gauges the potential outcomes of a case based on the information given by the Defendant in the Client Intake Form and the Defendant's driving record. The Defendant takes responsibility for all the information listed in the Questionnaire, and acknowledges that any errors in the Legal Service Questionnaire may cause the Legal opinions of the Law Firm to not apply to the actual and correct information pertaining to the Defendant's case.

(c). The Defendant understands that for drivers licensed in North Carolina, there are limitations on the use of a Prayer for Judgment Continued (PJC). For insurance purposes, a driver can obtain only one (1) PJC per household every three (3) years. Thus, if one member of a household receives more than one (1) PJC in three (3) years, the insurance premiums will likely rise. The Law Firm will only have access to the Defendant's driving record. Therefore the Defendant agrees to inform the Law Firm, in writing, if any member in their household has received a PJC in the last three (3) years. Absent any writing to the contrary, the Law Firm will rely on the Defendant's driving record and assume that there are no other household members who have received a PJC in the last three (3) years. PJCs will not be accepted by the Department of Motor Vehicles for the State of North Carolina for those drivers who hold Commercial Driver's License (CDL) endorsements. It is the responsibility of the Defendant to inform the Law Firm in writing of any CDL endorsements they hold.

7. Integration Clause. This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of either the Defendant or the Law Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 8 of this Agreement.

8. Modification or Changes. The Law Firm may make modifications to this Agreement at any time during the term of the Agreement or any renewals or extensions thereof. All changes to Agreement terms must be incorporated into a formal written amendment to this Agreement, signed by both parties, and executed in the same manner as this original Agreement and in accordance with applicable law.

9. Termination. The Law Firm may withdraw from representing the Defendant if withdrawal can be accomplished without a material adverse effect on the interests of the client, or if:

- (1) the client knowingly and freely assents to the termination of the representation;

(2) the client persists in a course of action involving the firm's services that the firm reasonably believes is criminal or fraudulent;

(3) the client insists upon pursuing an objective that the firm considers repugnant, imprudent or contrary to the advice and judgment of the firm;

(4) the client fails substantially to fulfill an obligation to the lawyer regarding the Law Firm's services and has been given reasonable warning that the firm will withdraw unless the obligation is fulfilled;

(5) the representation has been rendered unreasonably difficult by the client;

(6) the client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; or

(7) other good cause for withdrawal exists.

(a.) This Agreement may become null and void, at the discretion of the Law Firm, if any information entered or given by Defendant, in the Client Intake Form, is inaccurate.

10. Execution of Agreement. The Defendant acknowledges and agrees that by paying the legal service fee and by submitting this Agreement, it does not constitute a binding agreement nor has any legal representation started between the Law Firm and the Defendant. This Agreement is not binding against the Law Firm until it is signed by the Law Firm, until that time, this Agreement merely indicates an offer to enter into a legal service agreement by the Defendant. The effective date of this Agreement shall be when it is signed and entered into by the Law Firm.

11. Severability. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

Defendant acknowledges and agrees that he has read and understood all the terms stated in this Agreement.

Defendant agrees that by checking the box and by signing this Agreement electronically, he is binding himself to the all the terms and conditions of this Agreement.

For ARL-Law Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Defendant: \_\_\_\_\_ Date: \_\_\_\_\_

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County of \_\_\_\_\_

**Waiver of Personal Appearance**

State of North Carolina vs. \_\_\_\_\_

PURSUANT TO N.C.G.S. 15A-1011(a)(3), I waive my constitutional right to appear for trial and authorize Aaron R. Lee or, of counsel, to enter a plea on my behalf. I agree to be bound by the judgment of the court and to be solely responsible for payment of any court costs or fines and determined by the Court.

\_\_\_\_\_ Signature. \_\_\_\_\_ Date