

Gary Cunha, P.C.
Traffic Offense Information

Complete the information as best you can, if an item does not apply to you, put "N/A" there. All information provided will remain confidential. Please write clearly.

Name: _____
Other names used: _____
Address: _____
City & Zip: _____
Home Phone: _____
Cell Phone: _____
Work Phone: _____
Fax Number (if any): _____
Email: _____
Date of Birth: _____ Age: _____
Drivers License# _____ State: TX _____ Commercial "CDL": Yes / No _____

Who should I call if I can't reach you? Name: _____

Their phone number: _____ Relationship: _____

List all offenses you are charged with, which court/judge, and the next court date/due date:

Offense	Court & Judge	Due/Court Date & Time

List any prior tickets you have had, where and when they occurred, and what happened because of them (ie: pay fine, defensive driving, etc.):

IMPORTANT: Please give your traffic citation, drivers license, proof of insurance, and related papers to the receptionist to make a copy and attach the copy to this form.

The above information is true and correct to the best of my knowledge:

Sign _____ Date: _____

Gary Cunha, P.C. Traffic Offense Attorney-Client Retainer Agreement

Date: _____

The undersigned person(s), hereinafter referred to as "Client" hereby retains Gary Cunha, P.C., hereinafter referred to as "Attorney" to represent Client with regard to the following traffic and/or class C offense(s) and authorizes Attorney to sign any court papers necessary for completion of the case(s) on behalf of Client the same as if Client had signed the papers:

1. Citation #	Offense	Court & Judge	Appearance Due Date
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- 2. Client wishes to employ Attorney to represent Client in the defense of the above offense(s). Attorney agrees to represent Client in the defense of the above offense(s) by one of the following methods (check which one applies):
 \$175.00 plus fine, per offense - Submit plea bargain request directly to court [not available in McLennan County JP 1.1/4, Bosque County, or Waco Municipal; not available for those with a commercial drivers license (hereinafter "CDL") or speeding 25mph or more over]
 \$275.00 plus fine, per offense - File not guilty plea, set for pre-trial, and attempt to work out plea bargain with prosecutor at or before pre-trial [*only available in McLennan County* (except JP 4); usually not available for those with a CDL]
(for both options: any overpaid fine will be refunded to client after completion of case).
- 3. Attorney's obligations to Client will be discharged upon the submission of the above plea bargain request to the Court. Unless Attorney and Client execute a separate agreement, Attorney is under no obligation to represent Client any further after submission of the plea bargain request. Client will sign an agreed order withdrawing counsel or other document as required by the court.
- 4. Client understands that the Court, the Judge, and anyone else involved in this case is not obligated to agree to a plea bargain offered by Attorney. Client understands that the Court or Judge can enter an order requiring Client to pay a higher or lower fine, require defensive driving class, drivers license suspension, community service, restitution to any victim, or anything else authorized by law. Client further understands that a traffic offense may show on Client's driving record if the Judge or Court does not defer adjudication of the offense, or if the Judge or Court later adjudicates Client on the offense. Client agrees to obtain for Attorney any documents needed, including but not limited to: copy of citation, proof of insurance, copy of driving record.
- 5. Client will not be entitled to a refund of attorney fees under any circumstances.
- 6. Attorney reserves the right to associate other counsel at no additional expense to Client for any purpose.
- 7. Client understands that there is no guarantee as to the outcome of the case and Attorney makes no warranties, implied or otherwise, as to the outcome of the case. Any expressions of Attorney relative to the case are expressions of opinion only. Client understands that Attorney will not break any laws, codes, or rules in representing Client.
- 8. Client agrees that Attorney can withdraw from representation of Client at any time if a conflict is discovered or if Attorney decides that it is unreasonable to continue the representation. Client may dismiss Attorney and seek outside counsel at any time upon payment of all Attorney's reasonable expenses and time, which will be billed at \$175.00 per hour.
- 9. This agreement is the complete contract between Attorney and Client and can be modified only by an agreement in writing signed by both Attorney and Client.
- 10. **Violations in a commercial vehicle, driving with a (CDL), possessing a CDL now or at the time of violation, or speeding 25mph or more over the limit generally cannot receive deferred disposition/adjudication.**
- 11. **Due to the time restraints on traffic citations, Client agrees to provide all information needed by Attorney (this form, traffic info form, copy of citation and any papers given by the officer or court) and payment of all fees, fines, court costs, etc. no later than 10:00am at least two business days prior to the due date for responding to the citation(s).**
- 12. CLIENT ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISIONS, AND AGREES TO BE BOUND BY IT. NOT VALID UNLESS SIGNED BY BOTH ATTORNEY AND CLIENT.

Gary Cunha, P.C. by: _____

Client: _____ Print _____

Client address ,city ,zip: _____

Client phone: _____ work phone: _____ cell phone: _____

Should it be necessary for us to withdraw on your case, please fill out the next sheet by printing your name in the blank and signing where indicated. This form will only be used should we have to withdraw from your case and saves you the trouble of coming to our office to fill out one of these forms.

PLEASE LEAVE THE DATE BLANK

TO THE HONORABLE JUDGE OF SAID COURT:

I, _____, do hereby consent to the withdrawal of my attorney of record, Gary William Cunha and/or Gary Cunha, P.C.

Signed: _____ Date: _____