

# Gordon Thompson

## Attorney at Law

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### FEE AGREEMENT

Client, \_\_\_\_\_, hires Gordon Thompson, Attorney to defend the client on: \_\_\_\_\_ Court dkt. # \_\_\_\_\_, as well as any Arizona Department of Transportation Administrative Proceedings arising from the same incident if any.

**SCOPE OF REPRESENTATION:** Gordon Thompson agrees to represent client in the above matter in accordance with Rule 6.3.b of the Arizona Rules of Criminal Procedure. Representation will include all post-sentencing proceedings, except appeal, provided all other terms of the agreement are met. The scope of representation shall terminate upon the filing of the notice of appeal, if necessary. Representation on an appeal is not included in the scope of this agreement.

**EARNED ON RECEIPT, FLAT FEE:** You have retained Gordon Thompson on a flat-fee basis. You will pay Gordon Thompson \$\_\_\_\_\_, as the entire fee for the representation described in this agreement. This agreement is for representation on the above mentioned misdemeanor charge. The agreement does not include representation on felony charges and if felony charges are filed continued representation is dependent on client and Gordon Thompson entering into a new fee agreement for those felony charges. The fee is earned on receipt and will not be based on an hourly rate. It will not be deposited into Gordon Thompson's client trust account, but will be deposited into his general operating account. Even though the fee is earned on receipt, you may nevertheless discharge Gordon Thompson at any time and in that event you may be entitled to a refund of all or part of the fee based upon the value of the representation to date.

**COSTS:** You agree to pay for all actual out-of-pocket costs I incur on your behalf, such as service of subpoena or expert witness fees (i.e., retesting blood samples, review of testing procedures, and testifying in court). I do not charge you for ordinary business expenses such as copying costs or telephone calls, those things are included in the fee we agreed upon. No additional costs will be incurred without the prior approval of the client.

**TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** Either party may terminate the representation at any time, subject to my

obligations under the Rules of Professional Conduct and the approval of the court, as may be required by law. You as the client always have the right to terminate my services and, if you do so, may be entitled to a refund based on the value of the legal services performed prior to termination.

**COMMUNICATIONS:** I will make every attempt to return all phone calls within 24 hours. My standard method of communication is by email, and I will email to you copies of all relevant documents and correspondence that I receive in the case so that you can maintain a complete file of the legal matter, to the email address of: \_\_\_\_\_

I will not communicate confidential information about the representation to third persons, including your family members, unless you specifically direct me to do so.

If the scope of representation includes an offense which could affect the client's Arizona driver license or privilege to drive Client authorizes Gordon Thompson to access their Arizona driver's license or privilege to drive information or similar information in any jurisdiction under A.R.S. Sec. 28-1851 and 18 U.S. Code § 2721(b)(13).

The attorney may associate with outside counsel to assist attorney with his representation of client. Client authorizes attorney to associate with other counsel and discuss with associate counsel information which attorney has obtained in the course of representation of client including information which has been obtained within the attorney-client privilege. If attorney does associate with other counsel it will be at no additional expense to client.

Client may authorize attorney to retain possible expert witnesses for the case. If the client does so authorize client also authorizes attorney to discuss with the expert witness information which attorney has obtained in the course of representation of client including information which has been obtained within the attorney-client privilege.

**CLIENT'S RESPONSIBILITIES:** You as client agree to cooperate fully with me and to provide promptly all information known or available to you which is relevant to my representation. Your obligations include timely providing requested information and documents, responding timely to telephone calls and correspondence, and informing me of changes in your address, email address and telephone numbers.

**NO EXPRESS GUARANTEE OR PREDICTION OF RESULT:** Client acknowledges that neither Gordon Thompson nor any person associated with Gordon Thompson has made any guarantees, promises, predictions or statements that have been understood as a guarantee regarding the disposition or result of the case.

**NO OTHER AGREEMENTS:** Client acknowledges that there are no other agreements for the scope of the representation which are not a part of this agreement.

**CLIENT FILES AND FILE MAINTENANCE:** During the time I represent you, I will maintain an electronic digital file relating to your legal matter. I will maintain your file for five years after representation ends. By signing this fee agreement you agree that your file may be destroyed after that five-year period ends. I will maintain records electronically and by use of digital images and will not retain paper copies of documents, unless required by rule or statute. You may obtain paper copies of documents in your file upon request to me. By signing this fee agreement, you consent to my maintaining your file electronically.

**ARBITRATION OF FEE DISPUTES:** If a dispute arises between you and me regarding my fee, the parties agree to resolve that dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602-340-7379.

**ELECTRONIC SIGNATURES:** The parties agree that this agreement may be executed using electronic signatures as authorized by The Arizona Electronic Transactions Act, 44 A.R.S. Chap. 26.

**NO ADVICE REGARDING THIS FEE AGREEMENT:** I am not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, I recommend you consult with independent counsel of your choice.

**CLIENT HAS READ THIS AGREEMENT:** I have fully and completely read this agreement, have no questions concerning its provisions, and completely agree to each paragraph. I acknowledge that this contract is the complete agreement between me and Gordon Thompson. I further understand that this agreement can only be modified by a written agreement. I further acknowledge that I have received a copy of this agreement.

**DATED:** \_\_\_\_\_  
\_\_\_\_\_ **Client**

**DATED:** \_\_\_\_\_  
\_\_\_\_\_ **Third Party**

**DATED:** \_\_\_\_\_  
\_\_\_\_\_ **Gordon Thompson**

**SEE ATTACHED REGULATION Z DISCLOSURE**

**REGULATION Z DISCLOSURE**  
**SCHEDULE OF PAYMENTS**

Client: \_\_\_\_\_

Third Party: \_\_\_\_\_

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit at a yearly rate: 0.00%	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you: \$0.00	<b>AMOUNT FINANCED</b> Amount of credit provided to you or on your behalf: \$ <u>0</u>	<b>TOTAL OF PAYMENTS</b> Amount you've paid after you've made all of your scheduled payments: \$ _____
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#	Amount of Payment	Payment Due Date
1	\$	
2	\$	
3	\$	
4	\$	
5	\$	
6	\$	
7	\$	
8	\$	
9	\$	
10	\$	

**Client/Third Party Initial:**

\_\_\_\_\_ Check Payments. The above payments will be made by check, and I authorize Gordon Thompson to deposit my checks on the dates reflected above.

Account Holder: \_\_\_\_\_

Bank Name \_\_\_\_\_

\_\_\_\_\_ Credit Card Payments. The above payments will be made by credit card. Client/Third Party authorizes Gordon Thompson to charge the following credit card for legal services described in Fee Agreement as indicated above.

Credit Card# XXXX-XXXX-XXXX- Exp. Date: \_\_\_\_\_ Card Type: \_\_\_\_\_

Cardholder \_\_\_\_\_

Client/Third Party understands Gordon Thompson will deposit the above payments on the above dates as agreed. Client/Third Party agrees to the above schedule of payments.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Third Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Gordon Thompson: \_\_\_\_\_ Date: \_\_\_\_\_