

# LAW OFFICE OF MARIO ORTIZ'S SAROLDI

310 N. Mesa Ste. 900 El Paso, Texas 79901  
Phone (915) 838-3900 | Fax (915) 838-3904

## EMPLOYMENT CONTRACT-TRAFFIC CITATIONS AND TRAFFIC WARRANTS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO

This Contract is entered into by the **LAW OFFICE OF MARIO ORTIZ SAROLDI**, hereinafter called "Attorney" and \_\_\_\_\_, hereinafter called "Client", for the non-jury trial settlement of the following legal matter(s):

1)\_\_\_\_\_. 2)\_\_\_\_\_. 3)\_\_\_\_\_. 4)\_\_\_\_\_.

Client hereby agrees to pay to Attorney the total fee of:

\$\_\_\_\_\_ First Violation  
\$\_\_\_\_\_ Second Violation  
\$\_\_\_\_\_ Third Violation  
\$\_\_\_\_\_ Fourth Violation  
\$\_\_\_\_\_ Warrant(s)

### **Client's Information:**

*Please fill out your information.*

Name: \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_  
Zip Code \_\_\_\_\_, Country \_\_\_\_\_  
Telephone No. \_\_\_\_\_, Telephone No. \_\_\_\_\_  
Fax \_\_\_\_\_  
Email Address \_\_\_\_\_

Client acknowledges and agrees that if any of the information above changes he/she has the obligation to notify Attorney.

Initials \_\_\_\_\_

**It is expressly agreed and understood by the parties that no Promises or Guarantees as to the outcome of the case have been made. It is agreed that Client understands how the case will be handled as it was explained in the "Traffic Ticket Process" document which has been read and initialed by Client. THE STATED FEE DOES NOT INCLUDE ANY FINES, COURT COSTS, OR ANY OTHER FEES THAT MAY BE INCURRED AS A RESULT OF THE DISPOSITION OF THE CITATION(S).**

**CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS CAREFULLY READ THIS ENTIRE AGREEMENT, THAT CLIENT FULLY UNDERSTANDS AND AGREES TO ABIDE BY ALL TERMS, CONDITIONS, AND OBLIGATIONS OF THIS AGREEMENT, INCLUDING THE ONES ON THE BACK OF THIS PAGE, AND THAT CLIENT HAS RECEIVED A TRUE AND CORRECT COPY OF SAID AGREEMENT.**

Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
ATTORNEY  
310 N. Mesa, Ste 900  
El Paso, Texas 79901

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CO-SIGNER

For representation in a heretofore stated legal matter.

This Contract shall be effective only after the retainer has been paid by Client. **RETAINER IS NON-REFUNDABLE.** It is understood that Client must keep the attorney informed of any **ADDRESS CHANGES, EMAIL ADDRESS, AND/OR NEW TELEPHONE NUMBERS** because the address you currently give us will be where we will mail you to inform you of the outcome of your case. You can track your case by logging on to [www.elpasotexas.gov](http://www.elpasotexas.gov). It is further understood that the above fee does not include any expenses for a special investigation, expert witnesses, scientific testing, photographs, witness expenses, etc. However, no investigation expenses will be incurred without Client's permission. The fee does not include any appeal of the case. It is also understood that should the case be settled in any other manner than by a contested non-jury trial, a trial in front of a judge, and not in front of a jury, no part of the fee is to be returned. Should Attorney's services be terminated, no part of the fee is to be returned.

#### DISCLAIMERS

**This contract will be governed by the laws of the State of Texas, United States of America and the courts of the City of El Paso, County of El Paso, State of Texas, will have exclusive jurisdiction to decide on any controversy that ensues under any of the provisions of this contract.**

**In the event that Client executes this agreement either in its physical or electronic form either by internet or in any of the drop-off points, Client acknowledges and agrees that any questions or comments will be resolved directly with the Attorney by telephone or at any of the physical locations shown in the heading of this agreement. IF YOU HIRE THE SERVICES OF ATTORNEY IN ANY DROP-OFF POINT, YOU ACKNOWLEDGE THAT THESE ARE ONLY DROP-OFF POINTS AND NOT LEGAL OFFICES OF ATTORNEY, AND FOR THIS REASON, THE DROP-OFF POINT MANAGER OR LOCATION SHALL NOT BE RESPONSIBLE FOR THE OUTCOME OR THE DISPOSITION OF YOUR CASE OR ANY OTHER LEGAL MATTER. THE ONLY LOCATION THAT SHALL BE CONSIDERED ATTORNEY'S OFFICE IS THE ONE STATED IN THE HEADING OF THIS AGREEMENT.**

#### Traffic Ticket Process

Initial each paragraph if you agree, understand, and acknowledge its content.

It is further agreed that Attorney will have no further responsibilities to Client in this case once Attorney disposes of the case at the conclusion of the non-jury trial court date. Client agrees that if there is a court date past a call-back hearing, the client will be responsible for appearing at that later court date to show proof of documents such as insurance, automobile registration, automobile inspection, driver's license, etc. This is why the Client agrees to provide the Attorney with these documents prior to the non-jury trial. **X** \_\_\_\_\_

Client understands that he/she is hiring the legal services of Attorney for representation in court for Client's legal matter. In no way whatsoever it is understood by Client that by paying for Attorney's services there is no guarantee that the case will be dismissed. Client understands the following:

- a) Client is waiving his/her right to a jury trial and is waiving his/her appearance in court and other rights and that Attorney or any of his partners or associates will represent Client in court without the requirement of Client being present at the hearings except if requested by Attorney. **X** \_\_\_\_\_
- b) Client understands that in a moving violation the possible outcome may be the following:
  - 1. Dismissal of the matter.
  - 2. Defensive Driving.
  - 3. Deferred Adjudication and or a Class.
  - 4. Guilty with reduction of fine.
  - 5. Payment of the full amount of the fine. **X** \_\_\_\_\_
- c) Client understands that in paper or non-moving violations the outcome may be the following:
  - 1. Dismissal
  - 2. Administrative fee if proof is shown that the violation has been corrected
  - 3. Call back (Which means Client will have to appear before the court and show proof of insurance, registration, driver's license, or that the violation has been corrected). In the event that Client is unable to produce such evidence or appear before the court, Client must contact Attorney. **X** \_\_\_\_\_
- d) In the event of multiple violations, Client understands that Attorney under his sole discretion may plea guilty to one or more violations to dismiss or obtain better results for Client in other matters. **X** \_\_\_\_\_

#### NOTICE:

Check box if you agree to one or both of the following.

Client agrees to be notified of the outcome of his/her matter by regular or certified mail. **X** \_\_\_\_\_

#### SPECIAL NOTICE FOR FOREIGN CLIENTS

Client represents that he/she is domiciled outside the United States and acknowledges that if notified by regular mail he may receive notice of the outcome of the matter after any required date for appearance. Client agrees to be notified by e-mail or telephone of the disposition of his matter and if he/she is required for him/her to produce further evidence (proof of insurance, registration, etc). **X** \_\_\_\_\_