

VARGHESE

SUMMERSETT

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(BY APPOINTMENT)

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* BOARD CERTIFIED CRIMINAL SPECIALIST

August 17, 2017

**Re: The State of Texas vs.
Cause Number**

Dear Mr. ,

Thank you for speaking with and your confidence in our ability to represent you in this criminal matter. We are writing to confirm our agreement regarding our services and the payment structure for your case.

PRE-FILING REPRESENTATION: MATTERS INCLUDED

Our office will represent you in a pre-filing capacity for a flat rate of XXXX. Hiring us in a pre-filing capacity makes us the point of contact for law enforcement and other investigative agencies who may try to reach you. We will advise you of the criminal consequences of choosing to cooperate with those investigations. We will also advise you on how to best protect yourself against a case being filed. In some cases, we proactively reach out to the case detective or investigator to minimize the chances of an unannounced arrest. In cases where an investigator is willing to provide us with information pre-filing, we are generally able to advise you on what the recommended bond amount is and how to make bond. Finally, if and when you are arrested we will be the point of contact for one friend or family member to walk them through the bond process.

PRE-FILING REPRESENTATION: MATTERS EXCLUDED

Pre-filing representation does not include us entering a letter of representation on your behalf in any court or with any agency. It does not include representation at any hearing in a civil court, family court, or with an employer. We may, however, give you advise outside of a formal hearing on how or whether to proceed. We will also advise any civil or employment attorney you have engaged on how to best protect your from criminal prosecution.

Pre-filing representation concludes upon the filing of a criminal case against you. Pre-filing fees are applied toward the total outlay for pre-trial representation unless otherwise agreed upon in writing.

PRE-TRIAL REPRESENTATION: MATTERS INCLUDED

As discussed, we will undertake representation in the above matter for a legal fee of {{case|currency_flat_fee}}. will be the primary attorney on this case, but all the firm's attorneys are here to assist you.

PRE-TRIAL REPRESENTATION: MATTERS EXCLUDED

In the event that your case necessitates placement on a contested trial or motions docket, additional legal fees will be required.

Additionally, this fee does not include occupational license services, administrative license revocation hearings, forfeiture proceedings, probation adjudication or revocation matters, appellate briefs or oral arguments, post conviction writs, retrial, or filings for expunction or nondisclosure unless explicitly provided for on your invoice.

In addition to the legal fee specified above, you are responsible for any expense of your defense. This includes, but is not limited to necessary expert witnesses, criminal investigators, polygraphs, psychosexual examinations, service of subpoenas, trial exhibit creation, necessary travel, and court costs. Our office will contact you prior to incurring any additional expense. For your records, our tax identification is 46-5110746.

DISCOVERY POLICY FOR TARRANT COUNTY CASES

Any materials or documents obtained in connection with the above referenced matter from the Tarrant County District Attorney's Office through the "Open File Policy" or 39.14 Disclosure Requirements constitute the property of the Tarrant County District Attorney. You shall have no claim to these documents and such shall not be released for any reason.

WAIVER OF ANY POTENTIAL CONFLICTS

You acknowledge that all the partners and senior attorneys at the firm were formerly prosecutors at a number of agencies including the Tarrant County District Attorney's Office, Dallas County District Attorney's Office, and United States Attorney's Office. If you have previously been prosecuted for an offense, you understand that our attorneys may have had direct or indirect involvement in that case. By hiring Varghese Summersett PLLC, you are waiving any potential conflict that may exist.

PAYMENTS

The fee in the amount of {{case|currency_flat_fee}} is to be paid as laid out in the invoice you will receive through the Client Portal. All fees must be paid in full prior to the final disposition of your case.

This fee payment structure contemplates that such legal fees are earned as paid and therefore non-refundable. Additionally, this fee payment structure contemplates that counsel is available to be retained in these matters but may have to forgo providing services in other cases as a result of this engagement. Finally, nonpayment of these fees shall constitute basis for withdrawal from further representation.

To make a payment on your case, visit <https://www.versustexas.com/payment/>. If the name of the cardholder is different from the name of the client, use the "Customer ID" to identify the client. You will receive email confirmation of the payment immediately. Your invoice on MyCase will be updated by the next business day.

RE-BILLING

By initialing below, you agree that Varghese Summersett PLLC is authorized to run the credit card we have on file with you when your payments are due pursuant to the invoice

attached to your case. (Varghese Summersett PLLC processes credit cards through authorize.net, which allows rebilling without storing credit card information. Your credit card information will not be retained by our office.)

If the above recitations do not conform to your understanding of our agreement regarding my services and legal fees for the same, please contact my office in writing immediately. Otherwise, it will be understood that the above accurately sets forth our agreement. As with any criminal case, please understand that attorneys with Varghese Summersett PLLC, are not in a position to guarantee a specific outcome or result in this matter.

Sincerely,



BENSON VARGHESE



ANNA SUMMERSETT

AGREEMENT

I agree to have my credit card re-billed on the dates and for the amounts listed on my invoice: _____ (Initials)

I agree with all the other terms and conditions in this letter. _____ (Signature)

Please initial, sign, and return this letter to our office by faxing it to (817) 203-2220 or emailing it to info@versustexas.com. This letter of engagement must be signed and returned before we can submit our Letter of Representation to the court.