

# R. CLAYTON LOPEZ CO., L.P.A.

R. CLAYTON LOPEZ

336 S. HIGH STREET

TELEPHONE: 614.255.3075

ATTORNEY

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Columbus, Ohio 43215

\_\_\_\_\_, 2010

Re: Representation of Gun Owner

Dear Responsible Gun Owner:

R. Clayton Lopez Co., L.P.A., appreciates the opportunity to provide legal service to you. Our services are intended to be rendered only to you and only for your benefit. Accordingly, no other person or entity will be entitled to rely upon or otherwise benefit from my services.

I write to confirm the terms of my retention as counsel because my experience has shown that the client-attorney relationship works best when there is a mutual understanding about matters such as the firm's billing policies, charges and payment terms. The information below describes policies that will apply to the work I will be doing on your behalf.

## **Legal Fees**

My firm primarily uses hourly rates on which to base its fees, although the firm is required to, and does, take other factors into account such as the difficulty of the matter, the amount involved, the results obtained and time limitations imposed. I attempt to accomplish work in an efficient basis, using people with a lower billing rate when practicable under the supervision of the lawyer in charge of the project. My own billing rate is \$150.00 per hour, with time being billed in tenths of an hour, i.e., in six minute blocks.

Because you are a new client of the firm, it is our policy to request payment before commencing any work. Therefore, based on your situation, we will need payment in the amount of \$150.00, which will cover legal matters on a very limited basis. This fee is non-refundable. This fee is for one Self Defense incident per year. The representation agreement can be renewed at the client's option on a yearly basis. Representation will be for one hour of initial consultation with client and initial contact with police and advice on how to proceed if you are in a situation where your firearm is discharged in **SELF DEFENSE**. Each situation is different and must be looked at from the view of a

reasonable and objective person. **You should never make any statement to the police without an attorney present.** Self defense is an affirmative defense. Therefore, you as the gun owner must prove based on a preponderance of the evidence that it was more probable than not that deadly force was necessary in your specific circumstances. You must be able to show **1) You are not at fault, 2) There is an honest and reasonable belief of danger, 3) You observed the duty to retreat and / or 4) acting in defense of others.** Additionally, you **MUST NOT** be under the influence of any drug or alcohol. The yearly fee does not cover any court appearances, including, but not limited to: Initial Appearance, Arraignment, Pre-Trial, Motion Hearings, Trial, Appeal, Revocation Hearing or expungement; if applicable. Should you require additional assistance in your matter, you will be assessed additional fees in accordance with your specific legal matter.

As discussed during communication regarding your situation, an initial payment of \$150.00 will be required to retain these limited services. Failure to make payment may result in withdraw of my representation.

### **Additional Costs**

There will be an additional fee of \$0.50 per mile outside of the I-270 loop to appear at said police station or county jail.

### **Client Expectations**

Client can expect upon payment to receive an information card that will have all necessary information to give to police upon initial contact and attorney contact information. Additionally, you will receive several business cards with attorney contact information. Attorney suggests that you keep this information stored in your cell phone for immediate access in a crisis situation. Attorney will be available via cell phone 24 hours a day in case of an incident. **DO NOT MAKE ANY STATEMENT TO THE POLICE WITHOUT FIRST CONSULTING YOUR ATTORNEY.**

### **Billing**

Our policy is that statements for services and reimbursement for expenses and disbursements advanced by the firm should be rendered on a monthly basis. Such statements are due and payable upon receipt, unless other arrangements have been made with the firm in advance. I reserve the option to terminate my representation if payment is not received within 30 days of the date of the statement. I reserve the right to add a \$25.00 late fee to accounts more than 60 days overdue.

### **Conclusion**

If the foregoing terms of retention are acceptable to you, please sign a copy of this letter and return it to me. Notwithstanding your agreement, any time you have any

question about my billing policies or procedures or about a specific statement, you should contact me so that I can be responsive to your question. Counsel does reserve the right to not accept employment. If counsel chooses not to accept employment your \$150.00 fee will be returned immediately and no attorney – client relationship will be formed.

Additionally, by signing this document you are certifying that you have complied with all Ohio laws in relation to the Concealed Carry Permit. Attorney Lopez is a trained and licensed CCW permit holder in the State of Ohio.

The laws of the State of Ohio will govern the terms of our retention. All claims, disputes or causes of action relating to or arising out of my retention may be brought, heard, and resolved by and in a federal or state court situated in Franklin County, Ohio.

Be Safe.

Sincerely,

*R. Clayton Lopez*

R. Clayton Lopez  
Attorney at Law

**ACCEPTED:**

By: \_\_\_\_\_

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

Upon acceptance please provide the following information along with a **COPY OF YOUR DRIVER'S LICENSE OR STATE ID AND CCW PERMIT.**

Name (Printed): \_\_\_\_\_

Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Last 4 Digits of SS #: \_\_\_\_\_

Carry License or Permit #: \_\_\_\_\_

If hurt or arrested – Contact (Name, Phone # & Relationship): \_\_\_\_\_

Gun Likely Used in incident: Make: \_\_\_\_\_ Model: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

## **Protecting Your Rights**

R. Clayton Lopez Co., L.P.A. provides skilled, aggressive and professional representation to clients charged in criminal courts throughout Central Ohio. R. Clayton Lopez is determined to get the best possible result for his clients through effective plea negotiations, careful and meticulous research of issues in each case and persuasive arguments to present at trial.

## **What We Do**

Attorney R. Clayton Lopez understands that criminal charges carry severe consequences for individuals and their families. No matter what type of offense individuals are charged with, each case deserves personal, professional and undivided attention. R. Clayton Lopez is committed to representing alleged criminal offenders with aggressive and dedicated legal service, while treating clients with courtesy and genuine respect. R. Clayton Lopez is available to represent clients from the initiation of criminal charges, arraignment, trial and the sentencing phases of any criminal proceeding.

## **Former Assistant Prosecuting Attorney**

As a former Assistant Prosecuting Attorney, Clay Lopez can use his 10 years of experience in the practice of criminal law to formulate a thorough strategy for the defense of your case. Mr. Lopez will use his unique experience to represent you aggressively in your traffic, DUI / OMVI, juvenile, misdemeanor or felony case.

PLEASE CONSIDER R. CLAYTON LOPEZ CO., LPA FOR ALL OF YOUR LEGAL NEEDS  
IN THE FOLLOWING AREAS:

JUVENILE LAW

TRAFFIC VIOLATIONS

DUI / OMVI

MISDEMEANORS

FELONIES

CCW AND GUN CRIME

VIOLENT FELONIES

DRUG OFFENSES

SEX OFFENSES

THEFT OFFENSES

DOMESTIC DISPUTES