

AGREEMENT FOR SERVICES

INITIAL _____

THIS AGREEMENT is a legally binding agreement between the undersigned parties, the first party being referred to herein as "You" and the second party being **NATIONAL LEGAL PROFESSIONAL ASSOCIATES**, referred to herein as "NLPA." This agreement outlines our respective responsibilities. WE ARE entering into this agreement because You wish to use NLPA's services as consultant to Your licensed attorney in connection with the pursuit of legal remedies on Your behalf, more specifically reflected on Exhibit "A"; and for the cost set forth on Exhibit "B." As part of this Agreement, both NLPA and You agree as follows:

- 1) You will pay the research fee and expenses set forth on Exhibit "B". In consideration of this fee, NLPA agrees to provide consulting assistance in Your case as set forth in Exhibit "A". You understand that in the event the Research Fee is not paid in full, an amount of completed research, based upon the amount You have paid toward the research fee, will be released by NLPA to only Your licensed attorney.
- 2) **ALL MONIES PAID TO NLPA SHOULD BE PAID BY CERTIFIED CHECK OR MONEY ORDER. IF SUMS ARE PAID VIA A PERSONAL CHECK, RESEARCH WILL NOT BEGIN UNTIL FOURTEEN (14) DAYS AFTER RECEIPT OF THE CHECK, UNLESS SUFFICIENT FUNDS CAN BE CONFIRMED THROUGH THE TELECHECK® PROCESS. IF SUMS ARE PAID BY MONEY ORDER OR CERTIFIED CHECK RESEARCH WILL BEGIN IMMEDIATELY UPON RECEIPT. IF SUMS ARE PAID BY PERSONAL CHECK VERIFIED THROUGH THE TELECHECK® PROCESS, RESEARCH WILL BEGIN AS SOON AS VERIFICATION OCCURS.** Please remember that NLPA also accepts wire transfers or payments by all major credit cards.
- 3) You agree:
 - a) You have asked NLPA to assist in the providing of the research and consulting services described above.
 - b) You understand that NLPA is not, and does not represent itself to be, a law firm but rather is a research and writing consultant supplementing Your defense team. You further understand that NLPA's research services will only be provided, as consultant information, to Your licensed attorney and copies of research will also be sent to you provided our office has received authorization from your attorney to send

the research to you. You recognize that NLPA neither provides nor offers legal advice or research services to anyone other than a licensed attorney. You also understand that should you need counsel to represent you that although NLPA is happy to refer you to a lawyer licensed to practice in your jurisdiction, that it is your responsibility to retain that attorney.

- c) Research on Your case will be released only after both of the following have occurred: this Agreement for Services is signed by You and received by NLPA and payment toward the Research Fee has been received by NLPA (and cleared if payment is made by personal check). You also understand that if the entire fee set forth in Exhibit "B" hereof is not paid in full by any appropriate deadline, unless otherwise agreed, NLPA will only be preparing a proportionate share of the research based upon funds received from client. Please note that Your payment of funds to NLPA pursuant to this agreement will be deemed to be acceptance of the terms and conditions of this agreement.
- d) You understand that in order for NLPA to assist Your attorney in preparing research and consulting with Your counsel as contemplated by this Agreement, it is essential that Your attorney authorize NLPA's assistance. In the event Your attorney declines to have NLPA assistance after NLPA is hired, You will have several options, including: (1) You can request that NLPA continue to assist you, but not in the capacity of any legal research. Or (2) You can seek new counsel who will work with NLPA on Your defense team.
- e) You understand the total cost for the requested services is the fee on Exhibit B. In the event that NLPA is requested to perform only a portion of these services, NLPA's professional time, administrative time, and research services will be billed against this fee at the rate of \$250.00 (Two Hundred Fifty Dollars) per hour for licensed attorney research time and \$125.00 (One Hundred Twenty Five Dollars) per hour for professional administrative time spent on the case. Further, You agree and recognize that all conditions of

NLPA's services have been identified and outlined.

- f) NLPA is not representing you as counsel and, therefore, cannot file documents in any court, and that no representations concerning NLPA's services, other than those outlined herein, have been made to You. You understand that only your attorney can file pleadings in the appropriate court on your behalf.
- g) You will make available to NLPA whatever documentation and transcripts are necessary. You will provide payment to whatever source is necessary to secure the materials. Although NLPA may be able to assist in obtaining documents related to Your case, it will not be NLPA's financial responsibility to secure documentation. Further, you understand that once research is completed on your case and if requested by you, NLPA will return the documents to the defendant's family or as instructed by the defendant provided that NLPA receives payment for the cost of shipping and handling. You further understand that in the event the fee is not paid or in the event you do not request the return of the documents, that NLPA is authorized to destroy the documents after a period of one year.
- h) In conjunction with the research services to be provided according to this Agreement, You agree to pay to NLPA the full Research Fee set forth on Exhibit B on the terms and conditions set forth above.
- i) You agree to pay, upon the execution of this Agreement, an expense deposit in the amount of \$250.00 in addition to the Research Fee set forth above. This expense deposit will be applied against any and all costs and expenses related to the case including but not limited to photocopies, postage, long distance expense, and such other expenses as NLPA may deem necessary and proper. Expense costs do not include NLPA's professional time, administrative time, or research services. NLPA agrees that no additional expense costs beyond the \$250.00 deposit will be incurred by NLPA without Your expressed agreement in advance.
- j) You understand NLPA will only agree to accept one collect telephone call per week from You. You also agree and understand that whenever possible, You need to send to NLPA written correspondence about issues in Your case to ensure that our research staff will be aware of

Your thoughts concerning issues to be raised. Written correspondence is much more successful in communicating Your concerns than a brief telephone conversation.

- k) You understand the agreed upon Research Fee noted in Exhibit "B" is based on the condition that transcripts for Your trial do not exceed three (3) days of testimony. You understand once NLPA has been hired and receives the transcripts for the case, and if the transcripts exceed three (3) days and no adjustment has been made in the Research Fee, NLPA reserves the right to either increase the Research Fee by \$250.00 per day of additional testimony or, in the alternative, if You are unable to pay additional sums as set forth herein, that NLPA shall not complete all research normally contemplated but will prepare as much research as the funds to NLPA shall permit. You will provide payment to whatever source is necessary to secure the materials. It is not be NLPA's financial responsibility to secure documentation.
- l) You understand NLPA is owned by licensed attorneys and these attorneys may be available to provide legal representation to You should You so desire to retain them for that purpose, You have the right to retain counsel of Your own choice and there is no requirement You utilize NLPA's attorneys as Your counsel. You are encouraged to seek legal counsel of Your own choice. You understand that H. Wesley Robinson is not a licensed attorney but Director Emeritus of Client Services and confirm you have received NLPA's heritage memorandum.
- m) You understand that the research and consulting assistance referenced in this Agreement is based upon the preliminary information provided by You to NLPA and the assistance that You have reported to NLPA that You want NLPA to provide to Your attorney. You further understand that once all relevant information and documentation concerning Your situation has been provided to and reviewed by NLPA, NLPA may recommend to You and Your attorney any modification of the nature of the research and consulting assistance requested to be appropriate and most consistent with the needs and instructions of Your attorney. Should this occur, You and

Your attorney will be advised immediately by NLPA and, at that time, You and Your attorney will have the option of instructing NLPA to proceed with the modified research assistance or instructing NLPA to terminate its research

n) If NLPA is being hired to prepare a case evaluation for counsel, you specifically authorize NLPA to send the case research to the attorney being utilized as case evaluation counsel by NLPA. You understand that NLPA can make no assurances as to the recommendations made by the case evaluation to counsel. At the direction of your counsel NLPA does agree to conduct a full review. You understand that the purpose of the evaluation is to have NLPA's lawyers review the case and provide to counsel their thoughts and recommendations as to what can be done to assist the defendant. NLPA cannot make any guarantees as to the outcome of this evaluation and whether options available to the defendant may already be time-barred or that the evaluation will identify new issues or information that was not previously known to the defendant. I further understand that due to the passage of time or due to the fact that I may have filed numerous prior post-convictions and appeals that in order to be able to resume my pursuit of post-conviction relief, the evaluation may point out to me that may need to obtain new evidence or may need a new rule of law to occur. Should new evidence be necessary, I agree to assist NLPA in locating the individuals who might be able to provide new evidence to help me. However, NLPA does agree to conduct a full review

for counsel of all issues that could potentially assist the defendant in the preparation of the case evaluation. I also understand that the case evaluation may not provide me with any new information already known about my case. Once the evaluation is completed and you review the recommendations made therein, should you desire to have NLPA assist counsel with the implementation of the recommendations made in the evaluation, NLPA will charge an additional fee for that service. However, the cost for the new service will be reduced by the amount paid for the evaluation. You further understand that should You want to implement recommendations made in evaluation, it will be necessary for You to arrange for counsel to represent you in court for purposes of the recommendation. Though the fee for counsel to review the evaluation once completed is included in the evaluation fee, You

assistance pursuant to the provisions of paragraph (7) hereof. The final decision on what legal action is to be taken, if any, is that of Your attorney.

also understand having counsel assist in your representation in the case will involve an additional fee that would need to be paid by You directly to that attorney. You understand that the fee set forth in Exhibit "A" is to be applied toward the preparation of research only by the attorneys on NLPA's staff.

o) You understand that the fee set forth in Exhibit "A" is not designated for the payment of additional costs such as expert witnesses, transcripts, filing fees, private investigators, etc. The cost of these additional items is to be paid directly by the client. You understand that once the evaluation is completed, this fee is non-refundable.

p) If NLPA is hired to provide Presentencing or Pretrial Assistance, the \$1,500.00 fee for Pretrial Information Program (PIP) and Preliminary Sentencing Assistance (PSA) is non-refundable. Since PIP and PSA assistance consists of the providing of general information concerning the status of the case, such assistance can be provided without the direct authorization of the defendant's counsel. By signing this agreement You acknowledge and understand that by subscribing to PIP/PSA services, said services does not include the preparation of case specific research concerning Your case and that until Your attorney authorizes our assistance with the case, NLPA is limited to only providing the general PIP/PSA information as provided for under the PIP/PSA services for which You have subscribed. You further understand that under the PIP/PSA services, NLPA will monitor the status of Your case (provided online dockets are available with the court) and provide periodic updated docket sheets to You so you know what is happening with Your case from the court's perspective. However, should Your attorney authorize our assistance with Your case, NLPA will then shift its focus from the PIP/PSA service to Full Pretrial (FPT) assistance or Full Sentencing Assistance (FSA) and You will need to continue to make Your payments toward the balance of the research

fee. Should NLPA receive authorization from Your counsel to provide Full Pretrial (FPT) assistance or Full Sentencing Assistance (FSA), by signing this agreement You acknowledge and understand that any and all case specific research such as pretrial motions and/or any other pretrial/sentencing research requested by counsel is provided for under this section of the Agreement only and is not included with the PIP/PSA subscription services. You further acknowledge and understand that any case specific research such as the pretrial motions and/or any other research requested by counsel, will be prepared by NLPA at the request of Your counsel and that counsel can utilize the research prepared by our office at his/her discretion. You further acknowledge and understand that once NLPA releases the research to counsel, it is counsel who makes all decisions as to how much, if any, of the research prepared by NLPA is to be utilized. You further acknowledge and understand that NLPA cannot make any representations as to the status of the case that is not noted on the docket sheet nor answer any case specific questions regarding the case, defense strategy or comment on the factual basis of the case and that such inquiries need to be made directly to Your counsel.

q) If NLPA is hired to provide research assistance at the appeal or post-conviction motion stage, and counsel representing the defendant declines to authorize, direct, and/or receive research from NLPA, or you determine that you are unable to pay the entire fee for the appeal or post-conviction motion, then You may choose from the following options: Option 1: You may request that NLPA convert the research that you have hired NLPA to prepare into a case evaluation which will then be forwarded to a new attorney that NLPA refers to you. NLPA will provide You with the names of three lawyers who would be willing to direct NLPA and to receive the research from NLPA. You can then choose which of the three lawyers You want to receive and to review the research from NLPA. You specifically authorize NLPA to use the funds paid on behalf of the defendant for this purpose; Option 2: You may, pursuant to Paragraph 7 of this agreement discharge NLPA and discontinue any research that has been prepared on the case. You understand that should you elect to pursue this option that the funds paid to NLPA pursuant to this agreement will be billed against as provided

in Paragraph 7 in order to determine the amount of refund you may be entitled to receive.

r) You understand I do have the right to cancel this agreement within three days of signing it by executing the Notice of Rescission which has been enclosed with this agreement. By signing this agreement I acknowledge that I have received the notice of my right of rescission. I also acknowledge I have the right to waive my three day grace period should I elect to do so and can do so by signing where noted at the bottom of this agreement.

s) You understand and agree that in the event is required to pursue assistance in the defendant's case, that you will provide said new evidence or in the event you are unable to locate the individual(s) who will provide such evidence you will hire an investigator to locate and interview the individual(s) providing the new evidence. Further, you agree that in the event new forensic evidence is necessary (e.g.: ballistics evidence, fingerprint evidence, DNA evidence, etc.) that you will agree to retain the appropriate provide such forensic evidence.

4) Both parties to this Agreement recognize that NLPA provides technical legal assistance to Your licensed attorney. Upon being hired for the service outlined in Exhibit "A," NLPA agrees to research and prepare all outlined aspects of Your defense to the best of its ability and to pursue all legal arguments requested by Your attorney. It does not guarantee the successful outcome of each and every case in which it becomes involved. Further, unless otherwise specified, the Research Fee quoted in Exhibit "B" of this agreement does not include any research or other work regarding assets which the government may attempt to seize by forfeiture.

5) You specifically represent that You understand that unless otherwise agreed upon, completed research will only be prepared and released to Your attorney based upon the amount of funds paid by You to NLPA. You understand that our lawyers will prepare the research as funds are received from you. If you are participating in a payment plan either through the NLPA in house plan, you understand that if payments become sixty (60)

days delinquent, all research on the case being prepared by NLPA will be discontinued until such time as payments are brought current. Should You be unable to pay the entire Research Fee prior to the due date of any given pleading, NLPA will conduct as much research as is proportionately possible based upon the percentage of the total amount paid by You as of that date, and will then forward the completed research to Your attorney.

- 6) You also understand, for NLPA to fully perform its responsibilities in the research and preparation of the necessary pleadings for Your case, it is Your responsibility to ensure that Your attorney provides documentation to NLPA. You specifically represent that You understand that, although NLPA will faithfully and to the best of its ability complete the research as provided for herein, NLPA does not control decisions made by Your attorney with respect to the manner in which research is utilized, or the case strategy or
- 7) Either party may terminate this Agreement by tendering a written notice to the other party. In the event of termination by You, NLPA shall be entitled to payment for all work performed from the date that NLPA receives its initial payment for services through the termination at the rate of \$250.00 per hour for licensed attorney research time and \$125.00 per hour for professional research time as well as reimbursement of all expenses as set forth above. Further, You agree that in the event You terminate NLPA's research assistance prior to the completion of the research contracted for herein, a case administration charge in the amount of \$750.00 will be deducted from any payment made to NLPA by You. If You want to pay this fee via Credit/Debit Card, by signing this Agreement for Services, You agree to have the following amount withdrawn from your account and all subsequent payments until the fee is paid in full. You agree that once your payment is received, work will begin, you relinquish your right to do a chargeback on your card.
- 8) In the event that the research prepared by NLPA is successful in assisting You in receiving relief in Your case, You authorize NLPA to include this and related information concerning the success of Your case in its monthly newsletter sent to members of the legal profession.
- 9) Non-Disparagement Clause. During the term of this contract and thereafter, the client agrees to

any method of the attorney's representation. b) Further, you understand that you are hiring NLPA solely to provide research for the service set forth in Exhibit "A". You understand that if NLPA is being hired to provide pretrial research to your counsel that the fee paid pursuant to this agreement covers the cost of 40 hours research. Should counsel desire further pretrial research that exceeds the 40 hour limitation, you agree to pay for any additional research necessary at a discounted hourly rate of \$50.00 per hour. You also understand that once the service you have hired NLPA to provide has been completed, should it be necessary to pursue other options in the case, there will be an additional fee for any additional services other than that specified in Exhibit "A" herein.

take no action which is intended or would reasonably be expected to harm NLPA or its reputation or which would reasonably be expected to lead to unwarranted and unfavorable publicity to NLPA.

- 10) Liquidated damages for Breach of Non-Disparagement Clause. In the event that the client breaches any component of the Non-Disparagement Clause contained in the section listed above at any time, client acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to NLPA. For this reason, the client agrees that any violation of the non-disparagement provision of this agreement shall result in the imposition of liquidated damages, and not as a penalty, in the amount of \$25,000.00 per each occurrence to be paid by the client to NLPA which represents the reasonable compensation for the loss incurred by NLPA because of the breach."

- 11) You understand that there may be filing deadlines involved in the research that needs to be prepared by NLPA. Accordingly, You agree to ensure that payment is made in full to NLPA prior to any filing deadline which may apply in Your case. Further, you understand, in order for NLPA to make a complete assessment of any potential due dates/deadlines concerning future filings on

your behalf, NLPA requires receipt of all relevant documentation in your case. Also, you understand if you fail to inform NLPA of the current status of any filings pending in any court or you fail to inform NLPA of any known impending deadlines in your case; NLPA cannot properly assess any potential future deadlines. Therefore, you understand NLPA is not liable for any filing deadlines you may potentially miss because of a failure on your part to: provide relevant case documentation; and/or inform NLPA of the present filing status of your case; and/or inform NLPA of any other known pending case filing deadlines.”

- 12) You understand that research will not be provided to Your attorney unless and until this Agreement is appropriately executed or accepted, and until Your attorney agrees to accept and review the research.
- 13) Legal Visits: I understand that I may request a legal visit at my place of confinement. I further understand that the fee quoted in this agreement for NLPA’s assistance does not include the cost of such visit. I understand that the cost for a legal visit is billed at the rate of \$250 /hour portal to portal plus travel expenses.
- 14) You expressly represent that the funds being utilized to hire NLPA to assist Your attorney have been generated from legal sources and are not subject to any pending forfeiture actions. Further, if a defendant is indigent and has appointed counsel, You represent that such funds being paid to NLPA are not the defendant’s funds but are from friends or family members.
- 15) Pursuant to the Telephone Consumer Protection Act of 1991, You specifically consent to the receipt of any documents, letters, or notices by fax. This consent shall include You and all agents or attorneys acting on Your behalf.
- 16) I further understand and agree the only representations and information that I am relying upon in hiring NLPA are contained solely in the terms of this agreement and no other separate representations or agreements have been made to me other than what is contained herein
- 17) I understand I have hired NLPA to prepare a COVID-19 Motion to request release from prison to avoid continued exposure to COVID-19 and this motion must be filed by counsel. Should my counsel of record be unwilling to file such a motion, I understand NLPA will refer me to counsel who will file the motion and represent

the Defendant for any hearings held by the court in its consideration of same. I further understand that should I need to hire new legal counsel for this motion, any additional cost for counsel and filing fees are my responsibility.

AGREEMENT TO ARBITRATE. By signing this Agreement, You agree and that neither You nor NLPA will be able to go to court for any dispute or claim that arises out of this Agreement for Services. Instead, You and NLPA agree to submit any dispute arising under this agreement (with the exception of disputes alleging criminal or statutory violations) to binding arbitration. You understand and agree that You do not have the right to select the arbitrator. You and NLPA agree and consent to arbitration by an arbitrator with at least two years of experience with arbitrating contractual matters in accordance with nationally accepted arbitration rules of procedure. The arbitrator’s decision will be final and binding on both You and NLPA, and judgment on the decision may be entered in any court having jurisdiction. This agreement to arbitrate affects important legal rights. NEITHER YOU NOR NLPA WILL BE COMMITTED BY THE TERMS OF THIS AGREEMENT TO ARBITRATE UNLESS YOU SIGN BELOW. IF YOU SIGN BELOW, YOU AND NLPA WILL BE COMMITTED TO BINDING ARBITRATION AS DESCRIBED IN THIS PARAGRAPH. You and NLPA agree that the You and NLPA will share the administrative fees and cost for the binding arbitration, with You and NLPA each agreeing to pay 50 percent of those fees and costs. If You chose to arbitrate any claim, please contact NLPA for an Arbitration Claim form. This Agreement, including the Agreement to Arbitrate, shall be governed by the laws of the State of Ohio. This Agreement constitutes the entire agreement between the parties, and supersedes all previous agreements, oral or written, between the parties. By signing below, You agree to all terms of this Agreement. This agreement shall be governed by the laws of the State of Ohio. This agreement constitutes the entire agreement between the parties, and supersedes all previous agreements, oral or written, between the parties hereto.

Signed this _____ day of _____, 2020.

Defendant’s Name: _____

Your Name: _____

Your Signature: _____

By: NATIONAL LEGAL PROFESSIONAL ASSOCIATES

EXHIBIT "A" - COVID-19/COMPASSIONATE RELEASE
MOTION

EXHIBIT "B" - \$2500.00

Please sign & fax to 513-247-9580 or e-mail:

contactus@nlpa.com;

Or sign, take picture & text to :239-537-5899)