

Rhodes Law Firm

LITIGATION CLIENT AGREEMENT

THIS AGREEMENT, a contract for employment of legal counsel, is made and entered into by and between Tracy L. Rhodes, for Rhodes Law Firm ("the Firm") and **John D. Vorce** (the Client).

By signing this Agreement, Client employs the Firm to represent Client in the litigation matter described as follows:

John D. Vorce v. Mary D. Vorce – Cobb County Divorce w/ Children

This Client Agreement supersedes and replaces any prior Client Agreements. Adjustments made to fees for work already completed are noted below in the **Legal Services** section of this Agreement.

Check all issues contemplated within scope of representation:

- Divorce
- Custody
- Child Support
- Temporary Support
- Alimony
- Attorneys Fees
- Equitable Division of Property
- Name Change
- Contempt

Client and Attorney agree that Attorney's representation is limited to the matter(s) described above does not extend to additional matters. Client and Firm will negotiate and sign a separate agreement for any appeal. Client understands that the Firm will not represent the Client for additional matters without a separate written agreement.

Initial Retainer. In consideration of the Firm's legal services, Client shall pay the Firm an initial retainer of **\$10,000.00** to be applied according to the fees for Legal Services outlined below.

Legal Services. The schedule of fees below reflects the legal fees due for each stage of a case. Not all fees will be incurred in every case, and you will only be charged for those services required. All fees are due according to the timetable below or upon request from Attorney.

- **Initiation of Litigation and Information Gathering: \$3,500.00** – for initiation of litigation including drafting initial pleadings, responding to mandatory disclosures, and scheduling temporary hearings as determined necessary by the responsible attorney. This fee also includes for obtaining from Client and reviewing documents deemed necessary by Attorney to

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prepare strategy for the case. This fee is due upon retention of the Firm's services.

- **Temporary Support Hearing: \$4,000.00** – for each temporary support hearing, due immediately upon receipt of notice of a scheduled temporary support hearing or upon Client's request for a temporary support hearing.¹
- **Formal Discovery: \$4,000.00** – for conducting, responding to and analyzing written discovery, which fee is due 75 days from the date of retention or immediately upon receipt of discovery materials from the opposing party, whichever is sooner.²
- **Guardian Ad Litem: \$2,500.00** – for all contact, paperwork, facilitation, and other matters related to the appointment of a Guardian Ad Litem.³ This fee **does not include** the costs to the parties of retaining the Guardian Ad Litem.
- **Mediation and Settlement Negotiations: \$4,000.00** – for reasonable settlement negotiations with opposing party or opposing counsel and/or engaging in and preparing for alternative dispute resolution, including mediation, which fee is due 150 days from the date of retention or within 10 days of any mandatory court referral to mediation, whichever is sooner. This fee includes mediation prior to the onset of litigation.

¹ The fee for temporary hearing includes preparing for and presenting testimony for the Client and one additional witness (if needed), preparation and presentation of two (2) witness affidavits (if needed), preparing a preliminary Domestic Relations Financial Affidavit, and drafting or review of a Temporary Order.

² The fee for discovery includes:

- sending and responding to First Continuing Interrogatories, First Requests for Production of Documents, and First Requests for Admissions;
- attending one discovery-related hearing.

In the event that the Firm and Client determine that it is necessary to take depositions or the opposing party takes depositions, the fee per deposition is \$1,500 plus costs.

³ A Guardian Ad Litem is an attorney appointed by the Court and paid for by the parties who makes a recommendation to the Court about what custody and parenting time would serve the child(ren)'s best interests in disputed custody cases.

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- **Other Court Appearances: \$2,000.00** – for each scheduled court-mandated status conference or preliminary hearing, due 30 days prior to any such court appearance.
- **Non-Jury Trial: \$10,000.00** – for final non-jury trials, including preparation, due 45 days prior to the scheduled hearing, or if less than 45 days notice, then immediately upon receipt of notice of final hearing date.⁴
- **Jury Trial: \$20,000.00** – for final jury trials, including preparation, due upon notice of demand for jury trial by either party, or if less than 45 days notice, then immediately upon receipt of notice of trial date.⁵
- **Pre-Trial Order: \$4,500.00** – for preparation of the Consolidated Pre-Trial Order and to attend the Pre-Trial Conference. This fee is due within 10 days of notice from Court.
- **Settlement Agreement and/or Final Order: \$1,500.00** – for preparation of final order and settlement agreement or review of same if prepared by the opposing party, due immediately upon parties' reaching full or partial settlement.
- **Parenting Plan and Child Support Worksheet: \$1,500.00** – for preparation of parenting plan and child support worksheet and child support addendum to final order or review of same if prepared by the opposing party, due immediately upon parties' reaching full or partial settlement.
- **Qualified Domestic Relations Order: \$1,500.00** – In the event a Qualified Domestic Relations Order is required for the division of certain retirement assets, Client shall pay a fee of One Thousand Five Hundred Dollars (\$1,500.00) for each Qualified Domestic Relations Order, due upon Request from Attorney.

All court preparation fees are paid only once, even if the matter is continued beyond the original hearing date.

⁴ The fees above include presenting testimony of up to two (2) non-expert witnesses at the final trial. In the event that the Firm and Client determine that it is necessary to call additional witnesses, the fee per witness is \$1,000.

⁵ The fees above include presenting testimony of up to two (2) non-expert witnesses at the final trial. In the event that the Firm and Client determine that it is necessary to call or examine additional witnesses, the fee per witness is \$3,000.00.

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The Client will have no obligation to pay any of the flat fees if the matter is resolved by execution of a written document prior to the fee becoming due. Each payment pursuant to this schedule is a prepaid flat fee for providing the services described above. The fees are earned immediately, are nonrefundable, and are deposited directly into the Firm's operating account.

Preliminary hearings are minor hearings such as motions to compel the production of discovery, motions for the appointment of experts, motions for summary judgment, or motions to appoint guardians ad litem. (These preliminary hearings are hearings that extend for no more than a few hours). Specifically, hearings relating to domestic violence protective orders, emergency child custody, and enforcement of prior orders are not covered by the terms of this Agreement and representation in these matters will be the subject of a separate agreement in the event that this becomes necessary.

Additional matters arising during the course of the representation, which are not covered by the terms of this Agreement, will be the subject of a separate agreement if such matters arise.

Expenses. Client understands that the Firm may incur filing Court-mandated filing fees or require the services of court reporters, appraisers, accountants, photographers, process servers, etc. to effectively represent the Client. Client agrees to promptly pay for such services and expenses. These expenses will be itemized on Client's monthly billing statement.

Opposing Party and Attorney's Fees. Sometimes the Court will order your adversary to pay part or all of your attorney's fees and expenses, although sometimes the Court makes no order for fees and costs. Amounts received pursuant to court order will be credited to your account. The court award of attorney's fees and expenses, if any, does not set or limit our fee in any way or your liability to us for fees and expenses under this Agreement.

If the court awards attorney's fees and expenses, but those amounts are unpaid by the opposing party, you may elect to have our firm pursue a collection action on your behalf. Pursuit of a collection action, however, is an additional service requiring you to execute a separate agreement to retain our services for that purpose. In the event you discharge us as your attorneys at any time, or we withdraw as your attorneys, we shall nevertheless have the authority to pursue the collection of attorney's fees and expenses awarded against the opposing party and any part thereof that is collected will be credited to your account. Please understand, however, that you are at all times primarily liable to us for all attorney's fees and expenses and any pursuit thereof against the adverse party is on your behalf and as an additional service to you.

Billing Frequency and Late Charges. I understand that **all bills are due when received by the Client.** If a bill has not been paid in full prior to the expiration of a 30-

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day period from the date on the bill, a late charge of one-and-one-half percent per month will be imposed on the balance.

Attorney and Staff. The Client acknowledges that he or she is employing Tracy Rhodes and the Rhodes Law Firm. The Client acknowledges that other attorneys and support staff may handle some aspects of the representation, and Client consents to their involvement and support.

Termination of Services. Client may terminate Firm's representation at any time, but termination of representation does not relieve Client of the obligation to pay any amounts owed to Firm for services and expenses incurred through the date of termination.

Firm may also terminate our representation of Client, retain Client's prior payments and withdraw as counsel, if:

- The subject of the representation is concluded by execution of a Court order or judgment or written agreement between the parties;
- Firm discovers any conflict of interest;
- Client fails to pay immediately when due any amounts required to be paid under this Agreement;
- Firm discovers that Client has made any misrepresentation in connection with the matter that Firm is handling for Client, or Firm discovers any material variance between the facts as related to by Client and the facts as they actually exist;
- Client acts in such a manner as to abuse the attorney/client relationship to such an extent that, in the discretion of the Firm, Client no longer someone whom the Firm is willing to represent;
- Client fails to heed Firm's advice or recommendations or otherwise does not cooperate with Firm in its representation of Client; or,
- Client and Firm have a disagreement over what legal matters the Firm is supposed to be handling for Client.

Client grants the Firm the authority to represent Client in the above matters and to enter appearances on behalf of Client in any court.

Billing Disputes. Law Firm will provide to Client a monthly statement for fees incurred. Client agrees to bring any billing discrepancies or other inquiries to the Attorney's attention not later than **10 days** of the date of any invoice. Attorney and the Client agree that all disputes concerning the rights and obligations created by this agreement may be submitted to binding fee arbitration provided by the State Bar of Georgia.

Miscellaneous Terms.

- Client and Attorney agree to keep one another reasonably apprised of information during the pendency of the representation.

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- Client agrees to regularly read and respond to **email** from Attorney and support staff and agrees that all documents (to the extent possible) will be shared solely by email or other electronic means. Client agrees to electronic invoicing and billing.
- Client expressly authorizes Attorney to file all legal documents and to do all other things reasonably necessary to represent my interests.
- **Attorney makes no guarantees of any outcomes in representation.** Attorney's legal opinions are simply opinions based only upon the Attorney's experience and understanding of the circumstances. Opinions are not promises, guarantees, or representations as to the outcome of any matter.
- **Client agrees to pay any bills promptly.** Client will pay upon receipt all fees and costs exceeding the retainers. Interest at 1.5% per month shall accrue on all fees and expenses not paid in full within 30 days after they are billed as provided by O.C.G.A. § 7-4-16.
- **Client agrees that** failure to pay any fees or expenses billed entitles Attorney to terminate representation, to ask the Court to permit withdrawal as counsel of record for me, and to claim a lien for attorney's fees pursuant to O.C.G.A. § 15-19-14.

Conclusion of Representation and Legal File. After completing the work for you, we will dispose of everything in the file. We will maintain digital copies of all documents on our computer system for at least three years after the matter is finished. If any funds of yours are in our possession at any time, we may deduct from those funds and pay to ourselves any unpaid amounts we have billed you unless the fees are disputed.

By signing below, you agree that this agreement has been thoroughly explained to you and reviewed by you before you sign it, or that you had an ample opportunity to review it and have it fully explained to you.

Thank you for giving us the opportunity to do your legal work.

Signature:

Rhodes Law Firm

John D. Vorce