

MORRIS|HARDWICK|SCHNEIDER

Attorneys at Law

Donna Crosby Sloan
William Matthew Suber
Hsin-Yu (Cheryl) Hsieh Suber

1570 Warsaw Road
Roswell, Georgia 30076
Telephone: 770-642-0815
Facsimile: 678-795-1550

TO NEW CLIENTS:

Re: Domestic Relations Action/Child Custody Modification Action

Dear Client:

It was a pleasure meeting with you. As discussed, if you decide to retain our office to represent your interests in your domestic matter, a security deposit of \$----- required that will be retained in our Firm's non-interest bearing escrow account until the conclusion of your case. In addition to the security deposit, an initial retainer of **\$5,000.00** is required. Our fees as hereinafter described, will be applied against the retainer. Once exhausted, an additional **\$5,000.00** will be required in order for us to continue representation. If the additional retainer is not paid, then we reserve the right to deduct legal fees and expenses out of your security deposit an/or cease representation until that obligation is fulfilled, to which you hereby consent as a condition of our being involved in this litigation. For your convenience, our Firm accepts Mastercard, Visa, and American Express credit cards. You will need to provide a copy of your credit card and execute a consent form to allow us to process the transaction.

Should our representation be terminated or the matter concluded before any retainer has been exhausted, we will refund your retainer balance and security deposit to you immediately. During the course of the representation, you will receive itemized monthly statement of your account, and the monthly amount billed will be deducted from the retainer money held in escrow. Any questions regarding monthly statement/billing submitted to you must be made in writing within thirty (30) days from the date on the statement; and if you do not do so, you will be deemed to have waived the right to challenge the propriety of and/or any charges made for legal services and expenses itemized on that statement/billing.

Our Firm advocates a team approach to handling of domestic matters. It is agreed that other attorneys and legal assistants in our Firm may perform services on your case. Our partners are currently billed at the rate of **\$275.00 per hour**, and our associates are billed at **\$250.00 per hour**.

As we discussed, we charge for such matters as conferences and consultations, inter-firm conferences, telephone calls, review of correspondence, and e-mails received, legal research, trial preparation, attending and taking depositions, preparing deposition summaries, interviewing witnesses, court appearances, parking, tolls, travel time to and from the courthouse, opposing counsel's office, and similar destinations, and drafting and preparation of letters and pleadings. It is understood that in addition to the above-described hourly rates, you will be required to directly pay when called upon to do so, all out-of-pocket costs of this action, e.g., court costs, deposition charges, witness fees, travel expenses, investigative fees, court reporter's fees, etc., which are incurred as a direct result of the services provided to you by our Firm. Since this letter agreement constitutes an obligation for payment of money arising out of a transaction to furnish services, and is, therefore, a "Commercial Account", as specifically provided in O.C.G.A. 7-4-16, interest shall be due and payable on all outstanding amounts forty-five (45) days or more after the date each statement of account is rendered at the monthly rate of one and one-half percent (1 -½ %). Since

all statements are due and payable when rendered, all such interest shall be calculated as provided in this paragraph.

If your case actually goes to trial, or if substantial expenses are going to be incurred in taking and/or preparing for depositions, or if any hearing is to occur which will involve significant amounts of time, expenses, and attorneys' fees, you will be required to pay the Firm sufficient funds, prior to the occurrence of any such event, to cover the anticipated fees and expenses associated with that upcoming event. This will either be:

- (a) An amount equal to the initial retainer; or
- (b) A sufficient amount to bring the then remaining retainer up to the original retainer level; or
- (c) A greater amount, if such amount is what the upcoming fees are anticipated to be.

If the amount set out in (a), (b) and/or (c) above is not paid sufficiently prior to the anticipated event, then the Firm reserves the right to withdraw its representation. The intent of this provision is to insure that the Firm is paid, in advance, for these significant undertakings prior to beginning the work required to adequately go forward and represent you in any, or all, of the situations contemplated by this paragraph.

Since domestic cases may become costly, if settlement efforts are not productive, it is extremely important that you make plans to remain current on your legal fees as the case progresses. Although our policy is to encourage settlement, promote mediation, and to assist clients in a cost-effective manner, we must reserve the right to withdraw from representation if your legal fees become past due and/or file a lien for fees secured by your property. We have learned through experience that we cannot take time away from clients who are responsible with their financial obligations to represent other clients at no cost. If you have any questions regarding our policy, please ask for clarification before retaining this Firm.

While we agree to use our best efforts to represent you in this matter, we are not, do not, and will not give any assurances or warranties regarding the outcome of your case. Upon your execution of this letter agreement, it shall supersede any prior contemporaneous agreements and understandings in connection therewith.

If you wish to retain our Firm to represent you, please execute the enclosed copy of this letter and return it to me to indicate your agreement, along with your security deposit and retainer as outlined above. Thank you for your consideration of our Firm.

Sincerely,
Morris|Hardwick|Schneider, LLC.

Donna Crosby Sloan
Senior Managing Attorney

DS/sdg
Enclosure

THE ABOVE AND WITHIN TERMS ARE UNDERSTOOD, ACCEPTED, AND IS IN ALL RESPECTS AGREED TO this
_____ day of _____, 20__.

I UNDERSTAND THAT MY ATTORNEY HAS THE RIGHT TO WITHDRAW IF I DO NOT REMAIN CURRENT IN
PAYMENT OF MY LEGAL FEES AND EXPENSES.
(Initials) _____