

STOKES FAMILY LAW, PLLC

LEGAL SERVICES RETAINER AGREEMENT

Client hereby employs Stokes Family Law, PLLC, a law firm, specifically for the legal services more fully described in the remainder of this agreement, under the stated conditions.

SECTION I. SERVICES (Each service is an additional fee.)

Client employs Stokes Family Law, PLLC for legal representation related to the following:

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

SECTION II. COURT OR TRIBUNAL

Client acknowledges that legal services provided under this agreement shall be provided in the following Court or tribunal:

- ☐ Juvenile Court of Memphis & Shelby County
- ☐ Shelby County Circuit Court
- ☐ Shelby County Chancery Court
- ☐ Administrative Hearing Office with the State of Tennessee, DHS, DCS, or Maximus
- ☐ Other Court or tribunal _____

SECTION III. FEES

Client acknowledges that Law Firm's fees for services are as stated herein and on the fee schedule. Client acknowledges that the initial attorney retainer is due at the commencement of the attorney and client relationship and is non-refundable and constitutes an earned fee. Client acknowledges that the court appearance fee is due ON the court date. Client's may make a payment via cash, check, money order, or with a debit/credit card. No personal checks will be accepted the day of a hearing and there will be a \$25.00 charge for any insufficient funds charge. ***Down payments and partial payments are non-refundable. Law Firm becomes your attorney once the retainer has been paid in full.***

Client acknowledges that there is a court appearance fee for each time an attorney is required to appear on your behalf, no matter the reason, unless the attorney waives the court appearance fee due to a reason caused by the attorney.

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Client is responsible for pre-paying Law Firm the following amounts outlined in Section IV below.

SECTION IV. CLIENT PRE-PAID FEES:

Client shall pay \$ _____ as the initial non-refundable fee earned retainer for _____ case(s).

Client agrees to pay \$ _____ for the Court filing fee (in a money order) and acknowledges this amount must be paid before any pleading, complaint, petition, rehearing, motion or appeal can be filed.

Client shall pay the service of process fee on the Defendant/Respondent and/or publication fee if necessary, for the other party to be properly served with a copy of the petition and Summons.

Service shall be issued by:

☐ Sheriff (\$6.00), ☐ Private Process Server (\$65 +), ☐ Proof – Out of County/State (\$85+)

After the retainer has depleted, the Client shall be required to pay a **DEPOSIT** as listed in the **Case Fee Schedule Overview**, before any services are rendered and any subsequent court appearances and/or trial settings.

SECTION V. INITIAL RETAINER AND FILING FEES:

Client acknowledges, understands, and agrees that no petition, motion, rehearing, appeal or response will be filed until the initial retainer and any filing fee required by the Court for filing is paid in full. Services are billed against your retainer fee first. **NO CHECKS ARE ACCEPTED THE DAY OF A COURT APPEARANCE. THE ATTORNEY HAS THE RIGHT TO RESET YOUR CASE IF THE CLIENT DOES NOT PAY THE COURT APPEARANCE FEE ON OR BEFORE THE DAY OF THE HEARING.** All account balances must be current before any subsequent hearing date or services are rendered.

SECTION VI. CONTINUANCES, WITHDRAWAL AND TERMINATION OF SERVICES.

Client further acknowledges, understands and agrees that Law Firm will request a continuance of any court appearance if Client has not paid all fees due for the court appearance on or before the Court appearance. Client understands that payment is due **BEFORE** the court appearance, not after court, nor the following day. If the Court refuses to continue the case, Client acknowledges and understands that Law Firm will make a written or oral motion to withdraw and if the motion is granted, Client will have to represent him/herself, unless the Court decides to grant a continuance for Client to obtain other counsel. Client understands and takes notice that Law Firm may ask the court on oral or written motion to withdraw any time Client fails to pay Law Firm as agreed under this agreement.

We will do our best to move your case forward in a timely manner, but you must also pay any account balances promptly. **Your case is a priority to us, and you will demonstrate that it is a**

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priority to you by honoring this fee agreement, responding to our requests promptly, and working to resolve issues that can be resolved without the need for hearings and litigation.

MISREPRESENTATIONS: *Client agrees to be truthful and not make misrepresentations to the Court, agents of the Law Firm, including, but not limited to attorneys and staff. It is very important that the Law Firm has accurate facts and information to represent you in your matter. If at any point the attorney determines that the Client has been untruthful and said misrepresentation is of a material fact or would cause an ethical conflict and/or affect the Law Firm's representation, the Client consents that the attorney and Law Firm can immediately withdraw from the case upon notice to the Client.*

SECTION VII. JUVENILE COURT REHEARINGS AND APPEALS

Client acknowledges and understands that in the event of an unfavorable ruling that the Client has five (5) days from the day of the judgment to file a rehearing before Juvenile Court Judge, beginning with the following business day, but not including weekends. To file a rehearing Client shall pay a \$25.00 fee with the Court Clerk within the five (5) days. If client fails to file a rehearing in a timely manner, Client will have to show unto the Court that a material change in circumstances has occurred in order for the Court to reconsider the ruling/order and modify it.

Client acknowledges and understands that in the event of an unfavorable final ruling that the Client may appeal the lower court's decision to the Tennessee Court of Appeals for the Western District within thirty (30) days of the filing of the final order beginning with the following day, including weekends. **Tennessee Rules of Appellate Procedure Rule 4** If the thirtieth (30th) day falls on a weekend or holiday, Client must file their Notice of Appeal on the business day preceding the thirtieth day. To file a Notice of Appeal, Client must post a \$1,000.00 surety bond and pay a \$300.00 filing fee with the Court. If Client fails to file the appeal in a timely manner, then the Client's case will be prejudiced and their case forever silenced.

**All appeal fees and court costs are subject to change/ A separate fee agreement should be executed for this type of case.*

SECTION VII. LOCATING PARTIES/PARENTS.

Client acknowledges and understands that if the Law Firm is filing a petition or motion on your behalf, it is solely the Client's responsibility to provide the location of the other party, to which they are to be served with a copy of the petition as well as any summons or subpoena. It is Client's responsibility to be certain that the address given for the purpose of service by the sheriff or private process server is correct. In order for the Court to proceed in your matter, there must be notice of the hearing or service upon the other party. The Law Firm is not responsible for no service or improper service upon the other party due to an old or bad address. If you are unsure of the other party's current location, then we recommend you do the necessary research or hire a private investigator.

SECTION VIII. FAILURE TO PAY & COLLECTION OF LAW FIRM'S FEES.

Client agrees to pay all costs and expenses necessary for the proper completion of this matter, not to include Stokes Family Law, PLLC's normal office expenses. The client is responsible to

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the firm for payment of all attorneys' fees, expenses, and costs incurred by the firm, and the attorney and/or Stokes Family Law, PLLC may assert an attorney's lien on any property that is part of the marital estate, client's separate property or property obtained by client through the divorce, to the extent permissible by law. Stokes Family Law, PLLC may employ associate counsel to assist them. Stokes Family Law, PLLC may withdraw, or client may discharge Stokes Family Law, PLLC at any time upon giving reasonable notice. Client understands that Stokes Family Law, PLLC is always entitled to a reasonable fee for their services. **On any unpaid or past-due balance, Client shall pay interest at the rate of 1% per month, but not to exceed 10% per annum,** plus a reasonable attorney fee, expenses, and court costs. Law Firm may pursue collection activities including, but not limited to garnishment of wages and execution of liens on any real or personal property. Client acknowledges and consents to the attorneys filing an attorney's lien for any fees due to said attorneys and law firm. The laws of the State of Tennessee shall govern this agreement.

SECTION IX. LAW FIRM SERVICES.

Client acknowledges and understands that he/she is a client of Stokes Family Law, PLLC, a law firm owned by Attorney LaQuita R. Stokes, who is licensed to practice law in the State of Tennessee. Attorneys Stokes is responsible for the coordination, management, and administration of all legal services rendered to Client by the Law Firm. The Law Firm may employ or contract with other licensed attorneys to provide legal services including representing clients in Court. Client acknowledges that Law Firm will also employ and contract with other professional, paralegals, and non-professional staff to work in conjunction with the attorneys to perform certain tasks and functions that are not required to be performed by an attorney but are necessary for providing services under this agreement.

SECTION X. TITLE VI-D (Cases with Minor Children).

Client acknowledges and understands that if your minor child or children have received any state benefits including TennCare, AFDC, food stamps, Families First and day care vouchers, the State of Tennessee, Department of Humans Services may be involved in your case and has certain rights to pursue benefits on behalf on the custodial parent even though the custodial parent may not want or initiate Title IV-D services. To the extent Title IV-D is involved, Client authorizes Law Firm to provide notice to and communicate issues involving Client's case with Maximus, the authorized contractor with the State of Tennessee, Department of Human Services, to coordinate the enforcement of Title IV-D services in Shelby County, Tennessee.

SECTION XI. HOURLY RATE & FEE SCHEDULE.

Client acknowledges that client has reviewed the **Case Fee Schedule**, in its entirety, on the last page of this document. Client acknowledges that some services are at a flat rate, some hourly or others may be a combination requiring a deposit for the service.

Law Firm may bill for any form of **legal work or communications** (including but not limited to research, memorandums, Skype video-messaging, etc.) at \$300 hourly with Attorney Stokes, \$200+per hour for Associate Attorneys, \$125-150 per hour for paralegals, and \$90 per hour with the law clerks and legal assistants. Phone calls and emails are billed at the same hourly rate as stated in

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the preceding sentence. If and when the Law Firm incurs expenses on Client's behalf (*including, but not limited to, bank records, court reporter fees, copies, long-distance telephone calls, certified mailings, filing fees, money order fees, etc.*) the Law Firm will invoice the Client and notify him of the charges and their purpose. Client agrees to pay all expenses incurred by the Law Firm on Client's behalf. *We will bill for all communications that occur after hours, during holidays, and on weekends.*

See Case Overview Fee Schedule

ATTORNEY FEE AWARDS. You **MUST** pay your attorney fees promptly when due, but if you desire that the attorney requests reimbursement of any attorney fees paid, then the attorney will do so in the appropriate cases. There is no guarantee of the amount of attorney fees that the Court will award, if any. Any attorney fee award is totally discretionary with the Court. If you have any unpaid balance with our office and an attorney fee award is paid by the opposing party, then said amount will be credited toward any unpaid balance and expenses before the Client is reimbursed. If an attorney fee award is paid by credit or with debit card, then the Client's account will only be credited with the amount that is actually received by the law firm minus any credit card convenience charges and fees.

DEBIT & CREDIT CARD PAYMENTS: Law Firm reserves the right to charge an additional convenience fee for payments made by credit or debit card to cover any fees that a third-party processor may charge.

All Clients with Contested cases shall be required to keep two (2) credit cards on file with our office and shall execute an authorization form with the execution of this Agreement. Client shall provide to the Law Firm the credit cards' available credit balances. Clients shall be forwarded an invoice when the Client's account balance is low or past-due. Client shall pay their account balance when due. Should the client fail to satisfy their obligation and pay Client's account balance in full, the invoice balance shall be charged to the authorized credit card on file according to the terms listed therein. Client shall keep their payment methods' home address and email address current with our office.

Client shall not dispute charges made pursuant to this agreement and shall contact the Law Firm within forty-eight (48) hours of any questions regarding their invoice, before being charged with the method(s) on file.

Should client fail to pay, and the credit card be declined, see *Section VIII of this agreement on attorney liens, termination of services and interest on account balance.*

SECTION XII. INFORMATION ABOUT YOUR CASE AND TECHNOLOGY

Our office takes pride in being tech savvy as it helps us be more efficient. Please use MyCase, our legal practice management software, as a first line of communication with our office. Please use your SHARED Dropbox folder and the MyCase platform to organize and send us documents when necessary. Your case information including all court dates, and meetings will appear on your calendar in MyCase. We also use the Zoom platform for virtual meetings and court.

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Please be mindful that all communications may be billed hourly. **MyCase and Zoom instructions can be found on our website <https://wedofamilylaw.com/client-portal>** MyCase, Dropbox, and Zoom are apps that can be downloaded from the iPhone Apple Store or the Android Play Store.

When using Dropbox to upload, organize, and label files you will want to do it from a desktop or laptop computer. We do not recommend that you do this from your phone. We will require that most documents be forwarded in PDF form and not screenshots or phone scans. If you bring numerous documents to our office for us to scan, label, and organize for you, please understand that we will bill hourly to do so.

If the attorney or a legal assistant leaves you a message, please call back promptly, as it is usually important when we try to contact you. Information about Shelby County cases may be found online, please see the email forwarded to you after the case has been filed.

Our office will generally communicate with you and notify you when there is a change in your case or something to report to you. This helps minimize attorney's fees. It is okay for you to call us to check on the status of your case, but please try to avoid excessive calls regarding the same matter. We will call or write you when there is something we need to notify you of or information we need to obtain for you.

MONITOR SHELBY COUNTY COURT CASE ACTIVITY ONLINE: You may monitor your case to view filings and other court activity by logging onto the Court website. You can also check to see if your spouse has been served by the sheriff or private process server.

If your case is in Chancery Court. Go to

https://chancerydata.shelbycountyttn.gov/chweb/ck_public_qry_main.cp_main_srch_options

Click on Case Information. You can search by your name or case number. Be sure to type in your name as it appears on the complaint for divorce. If searching by case number type in for example CH-10-1000

If your case is in Circuit Court, Go to

https://circuitdata.shelbycountyttn.gov/crweb/ck_public_qry_main.cp_main_idx Click on Case Information. You can search by your name or case number. Be sure to type in your name as it appears on the complaint for divorce. If searching by case number type in for example CT-00100-10

SECTION XIII.

COURT COSTS.

Court costs may be assessed at the beginning or end of your case. The Judge may order one party to pay the Court cost or the Judge may waive the costs. In any event, if you are ordered to pay the Court costs, you will have additional time (usually 30 days) to pay once the case is complete. It is solely the client's responsibility to pay the court costs.

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SECTION XIV. MAILING ADDRESS & CONTACT INFORMATION.

Client must keep the state and his/her county's child support office up-to-date with any change in address or telephone number within ten (10) days of the change. All notices from the state will be sent to your last known address of record. Client acknowledges that all notices will be mailed to Client at the following address:

Street Address	Apt. #	City	State	Zip Code
Email Address(es)				

SECTION XV. CONTACT NUMBERS.

Client agrees that Law Firm may call Client at the following numbers: Only provide numbers where the Law Firm may contact you:

Cell	Home	Work
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SECTION XVI. EXECUTION OF AGREEMENT

By signing below, Client submits that he/she has read, understands, and agrees with the terms of this retainer agreement and the conditions under which legal services shall be provided by Law Firm to Client.

Client Signature	Printed Name	Date
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By signing below, Law Firm agrees to the terms of this retainer agreement and to provide legal services to Client in accordance herewith.

Attorney Signature	Title	Date
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MYCASE PORTAL REMINDER VS. EMAIL

NOTE: Clients, keep in mind that all communications are billable.
Please use the MyCase secure portal Messages and Text Messages as a first line of communication with our office as emails can be easily missed due to the number of emails we receive daily. For case updates or to contact our office please use, in order of preference, (1) your MyCase portal Messages section, (2) text messages or (3) send an email to LStokes@wedofamilylaw.com

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CASE FEE SCHEDULE OVERVIEW

ALL CASES:

The Court filing fee must be paid before filing a case. Once the retainer has been depleted, all services and court appearances and hearings shall require a deposit to cover hearing preparation and hearing time. All services shall be billed at the hourly rate..

MEETINGS/CONSULTATIONS/CONFERENCES/MAILINGS/BRIEFS/MEMOS	\$ BILLED AT HOURLY RATE
AFFIDAVIT OF INDIGENCY (ADMIN FEE)	\$ 39.00+ BILLED AT HOURLY RATE
BANKRUPTCY MOTION TO REPRESENT & LIFT STAY	\$ 200.00 ATTORNEY FEE
BANKRUPTCY COURT FILING FEE	\$ 185.00
COPIES	\$ 0.50/PAGE
POST-CASE DOCUMENT RECOVERY FEE	\$ 100.00
SETTLEMENT CONFERENCES	\$ 750 DEPOSIT & BILLED AT HOURLY RATE ATTORNEY
MEDIATION FEE/ATTENDANCE AT DEPOSITION FEE	\$ 900 DEPOSIT & BILLED AT HOURLY RATE
COURT REPORTER FEES (ADDITIONAL FEE FOR TRANSCRIPT)	\$ ACTUAL COSTS
RULE 31 MEDIATOR FEES	\$ 100-250 PER HOUR (PARTIES PAY HALF)
SUBPOENA FILING FEE/NOT ATTORNEY FEE	\$ 6.00 - \$22.00 EACH VARY WITH JURISDICTION
SUBPOENA PREPARATION, DRAFTING, & RESEARCH (NOT SERVICE)	\$ BILLED AT HOURLY RATE
SERVICE FEES (FOR FILING & SERVICE PER SUBPOENA)	\$ 42+ SHERIFF
	\$ 65+ PRIVATE PROCESS SERVER FEE
DRAFTING COURT ORDERS, MOTIONS & PLEADINGS	\$ BILLED AT HOURLY RATE
MOTION PENDENTE LITE/TO DIVORCE REFEREE FILING FEE	\$10.00+
PENDENTE LITE HEARING	
(FOR ALIMONY/CHILD SUPPORT/ CONTRIBUTION/ATTORNEY FEES)	\$ 750.00 DEPOSIT & BILLED AT HOURLY RATE
DISCOVERY (ISSUING & RESPONDING)	
(INTERROGATORIES/REQUEST FOR DOCUMENTS OR REQUEST FOR ADMISSIONS)	\$ BILLED AT HOURLY RATE
ORDER OF PROTECTION HEARING FEE	\$ 1,000.00 DEPOSIT & BILLED HOURLY
PARENTING PLAN HEARING FEE & OTHER PETITIONS FOR RELIEF	\$ 750.00 DEPOSIT & BILLED AT HOURLY RATE
CONTEMPT HEARING	\$ 1,000.00 DEPOSIT & BILLED HOURLY
CHILD SUPPORT WAGE ASSIGNMENT & INCOME WITHHOLDING ORDERS	\$ BILLED AT HOURLY RATE
OTHER EXPENSES (PHONE CALLS & EMAILS)	\$ BILLED AT HOURLY RATE + ACTUAL COSTS
OTHER EXPENSES (REVIEWING DISCOVERY, SUBPOENAED DOCUMENTS, ETC.)	\$ BILLED AT HOURLY RATE + ACTUAL COSTS
OTHER EXPENSES	
(CONFERENCES, LETTERS, MAILINGS, MEMORANDUMS, RESEARCH, ETC.)	\$ BILLED AT HOURLY RATE + ACTUAL COSTS
COURT REPORTER FEES	\$ 150-180+/SESSION (MORNING & AFTERNOON)
AMENDMENT FEE	\$ BILLED AT HOURLY RATE
RESET HEARING FEE	\$ BILLED AT HOURLY RATE

FILING FEES

FILING FEE (JUVENILE COURT)	\$27+ - \$107+ DEPENDING ON THE PLEADING
FILING FEE (POST-DIVORCE SHELBY COUNTY CIRCUIT/CHANCERY COURT)	\$27+ - \$100+ DEPENDING ON THE PLEADING

COURT APPEARANCE FEES

COURT APPEARANCE FEE (SHELBY COUNTY)	\$ 450.00/APPEARANCE DEPOSIT & BILLED HOURLY
COURT APPEARANCE FEE (MCNAIRY & HARDEMAN)	\$ 900 DEPOSIT & BILLED AT HOURLY RATE (+ TRAVEL TIME)
COURT APPEARANCE FEE (TIPTON, LAUDERDALE & FAYETTE)	\$ 600 DEPOSIT & BILLED AT HOURLY RATE (+ TRAVEL TIME)
COURT APPEARANCE FEE (OUT OF COUNTY TRAVEL COSTS)	\$ DEPOSIT BASED ON DISTANCE & BILLED HOURLY
TRIAL PREPARATION & COURT APPEARANCE HEARING FEES	\$ DEPOSIT BASED ON CASE ISSUES & BILLED HOURLY

HIGHER COURT OR APPELLATE COURT APPEAL

RETAINER	\$ 5,000.00 DEPOSIT & BILLED AT HOURLY RATE
REPLY/RESPONSE BRIEF & ORAL ARGUMENT FEE	\$ BILLED AT HOURLY RATE