

STOKES FAMILY LAW, PLLC  
**CONTESTED**  
ANNULMENT/SEPARATION/DIVORCE FEE AGREEMENT

Client employs STOKES FAMILY LAW, PLLC, and agrees to pay a **flat Non-refundable fee in the amount of \$ 3,499.00**, in connection with the services stated herein. **The full retainer MUST be paid before any services will be provided by Stokes Family Law, PLLC.** Contested fees start at \$3,499.00 and your consultation fee(s) will be applied toward your retainer. Stokes Family Law, PLLC will review and evaluate the case, have an initial conference with the client and a second conference, if necessary, to prepare documents necessary for the initial filing of a divorce or a responsive pleading to the Complaint for Divorce filed by Client's spouse. The retainer will first be applied to filing a Complaint for Divorce, issuing a summons, arranging service by private process server, or filing an Answer and Counter-Complaint for Divorce and/or issuing discovery to the opposing party, if necessary. **These services shall be billed against the non-refundable earned retainer fee of \$3,499.00.**

**\*\*\*All services will be billed against the retainer fee until it is depleted and then a deposit shall be required for any subsequent services as listed in the Fee Schedule.**

If Client's spouse fails to file an Answer or other responsive pleading after spouse is served with divorce papers, then Stokes Family Law, PLLC will prepare and file a Motion for Default Judgment, set the motion for hearing, attend motion hearing, and prepare and enter Order of Default Judgment. The fee for services related to the **Motion for Default Judgment is BILLED AT HOURLY RATE.**

In the event Defendant agrees to the terms of the divorce, after it is filed, Stokes Family Law, PLLC will prepare or review (from opposing counsel) the Marital Dissolution/Separation/Annulment Agreement, Parenting Plan Order and Final Decree of Divorce/Separation/Annulment per the Divorce Fee Schedule, as well as, schedule the final divorce hearing and prepare the necessary documents. Client's account balance MUST be paid in full, prior to the final hearing.

**If the Defendant files an Answer and/or Counter-Complaint, then the Client understands that legal fees will likely exceed \$3,499.00.** All attorney legal services are billed as stated herein and the Divorce Fee Schedule. Once the retainer fee has been exhausted, the client will be billed for the legal service as stated in the Divorce Fee Schedule. Client consents to this agreement and understands that this fee agreement allows client to proceed with a contested divorce without having to pay a \$5,000.00 retainer in advance to Stokes Family Law, PLLC. In the event client fails to pay these fees per this agreement, Client understands that Stokes Family Law, PLLC will file a motion to withdraw from the case.

**COURT COSTS, FILING FEES & SERVICE FEES: IN ADDITION TO THE ATTORNEY RETAINER FEE, COURT FILING FEES MUST BE PAID BEFORE THE DIVORCE BEING FILED.**

The initial Court filing fee for contested divorce is \$ 306.50, without children, or \$ 381.50 with children. There is a 3.5% charge to E-file your divorce with the Court. A \$39.00 administrative fee is charged for an Affidavit of Indigency due to the time it takes to get a Judge to sign the affidavit. The filing fee for an Answer & Counter-Complaint is \$107.00 and the e-filing fee is an additional 3.5%. **Non-E-Filing Fees MUST be paid in a money order payable to the COURT CLERK.** For all filing fees paid via MyCase or any other electronic payment method, transaction fees will be assessed.

**The client is responsible for all court costs. At the end of the divorce proceeding, the court will mail the client a final cost bill. This must be paid promptly to avoid a garnishment.**

There is also a **fee for service by a private process server** and a fee for service by the **Shelby County Sheriff** to serve papers in Shelby County. If your *spouse* must be served in a county outside Shelby County, the fee for service by the local county sheriff will vary. If your spouse is out-of-state, we will try service through the local sheriff, Secretary of State, or a private process server.

**Court reporter fees for a half or full day must be paid before the hearing.** If the Client does not pay the Court reporter's fee before the hearing, no court reporter will be present at the hearing unless the opposing party retains the court reporter. Court reporters are important at some hearings, especially when an appeal may be necessary. If the attorney thinks a court reporter is necessary, the Client will be advised of the reason why, the consequences of not having a court reporter, and estimated costs. Transcription fees must be paid immediately upon receipt of the invoice from the court reporter.

**BANKRUPTCY: IF EITHER YOU OR YOUR SPOUSE IS UNDER A WAGE-EARNER CHAPTER 13, CHAPTER 7, OR 11 BANKRUPTCY, PLEASE LET US KNOW! THIS MAY REQUIRE CERTAIN APPLICATIONS OR MOTIONS BEING FILED WITH THE BANKRUPTCY COURT BEFORE your divorce is completed.** All fees associated with this process will be explained to you by the attorney.

**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 case. 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.*

**HOURLY RATE & FEE SCHEDULE: Client acknowledges that client has reviewed the *Divorce 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 or court appearance. All deposits are due at the time of the service, to prepare and begin, and/or before the court date!

The Law Firm may bill for any form of **legal work or communications** (including but not limited to research, memorandums, Zoom meetings, etc.) at \$300 hourly for Attorney LaQuita Stokes, \$200-275 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 same hourly rate as stated in the preceding sentence. ***We will bill for all communications that occur after hours, during holidays, and on weekends.***

**\*\*\*See Divorce Fee Schedule\*\*\***

**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. Attorney Stokes is responsible for the coordination, management, and administration of all legal services rendered to the 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, para-professional, 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. If you have an urgent matter, you may always text or message us through MyCase, or schedule a time to

Speak with your attorney or the paralegal.

**NOTARY FEE is \$15.00.** FedEx overnight, certified mailing fees, and courier fees will be the actual cost.

**OTHER EXPENSES:** If and when the Law Firm incurs expenses on Client's behalf (*including, but not limited to, bank records, medical records, court reporter fees, copies, long-distance telephone calls, service fees, certified mailings, filing fees, money order fees, etc.*) the Law Firm will invoice and notify the Client of the charges and their purpose. Client agrees to pay all expenses incurred by the Law Firm on Client's behalf. Client will receive a bill for these expenses, and they must be paid along with any outstanding attorney fees before the entry of the Final Divorce Decree.

**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, prior to being charged with the method(s) on file. Should client fail to pay and the credit card be declined, see ***NEXT SECTION of this agreement on attorney liens, termination of services and interest on account balance.***

**FAILURE TO PAY FEES & COLLECTION OF 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 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.

**FINAL HEARING FEE:** When it is time for the divorce to be granted, there is also a \$ **595.00** fee for uncontested divorces in Shelby County, as attendance may be required at the final hearing before the Judge. **You must attend the final hearing.** If attendance at a final hearing in Tipton County is required, a deposit will be required and the appearance will be billed hourly. The final hearing appearance fee covers the attorney's attendance at the hearing, entry of the Permanent Parenting Plan Order, Final Decree of Divorce, submission of the court cost bill, demographic data sheet, obtaining attested copies for client, and mailing the court filings with an attested copies of the final documents to the Client's ex-spouse. All services for child support wage garnishment, including the drafting and entering of a child support Wage Assignment Order and Income Withholding Order, shall be billed hourly.

If you **fail to appear** at the final hearing or you do not have all the documents you need by the final hearing, such as your parenting seminar certificate, a witness, DNA test results, child support order from juvenile court, etc. or the Court resets your hearing for any reason, the fee to **reset or continue your case shall be billed hourly.**

**You and your spouse MUST attend a parenting seminar if you have minor children.** You must submit the certificate to us no later than the day before the Final Hearing. If you do not have your parenting seminar certificate prior to the final hearing, the final hearing will be reset. If you submit your parenting certificate after the final hearing the court will charge an additional **\$27.00 filing fee and the Law Firm will charge an additional \$10.00 convenience fee.** Please be sure to get a list of providers offering the court approved parenting seminar class. Attendance in a parenting seminar is mandatory under Tennessee law.

If there is a **child support order in the Juvenile Court**, we will need a copy of the following documents: your most recent child support order (Called Findings and Recommendations of Magistrate or Order of Magistrate -this is the court order signed by the Magistrate and Judge) and the most recent child support worksheet. Both documents will be in the Juvenile Court file. You should go to Juvenile Court file room with proper identification and ask for a copy of your complete file. If you get the wrong documents, you will have to go back and get the right ones. These documents must be attached to the Permanent Parenting Plan Order when the attorney submits the final hearing documents to the Judge for approval.

**RECONCILIATION/DISMISSAL:** If you and your spouse reconcile after the papers for your divorce are filed, the attorney may enter a Reconciliation Order that will allow the divorce to stay on hold for up to 6 months (to avoid having to start all over with attorney fees and filing fees) while the parties attempt to work on the marriage. If you decide to dismiss your divorce for any reason after it is filed, there is a fee to prepare the documents for reconciliation and/or case dismissal.

**INDEMNIFICATION & WAIVER OF LIABILITY:** CAREFULLY REVIEW YOUR PLEADINGS/DOCUMENTS FOR ACCURACY. CLIENT IS HEREBY NOTIFIED THAT, UNLESS PROVIDED FOR IN THE MARITAL DISSOLUTION AGREEMENT, THE CLIENT FOREVER WAIVES ALL CLAIMS AGAINST SPOUSE'S INVESTMENT ACCOUNTS SUCH INCLUDING, BUT NOT LIMITED TO, PENSION/RETIREMENT, 401k, DEFERRED COMPENSATION, PROFIT SHARING PLAN(S), THRIFT SAVING PLAN, AND AGAINST THE SPOUSE FOR ALIMONY/SPOUSAL SUPPORT. UNLESS OTHERWISE INDICATED IN THIS AGREEMENT, CLIENT NOR CLIENT'S SPOUSE HAS ANY CLAIMS, CAUSES OF ACTION OR LAWSUITS FOR PERSONAL INJURY, MALPRACTICE, CLASS ACTIONS, OR OTHER CASES WHEREBY CLIENT OR CLIENT'S SPOUSE MAY RECEIVE A SETTLEMENT OR JUDGMENT FOR DAMAGES, MEDICAL BILLS, PAIN SUFFERING, ETC.

**DISESTABLISHMENT OF PATERNITY:** Client understands that the Husband MUST take a DNA legal test if the Wife has given birth to a child, during the marriage that is not the Husband's child,

**even if the child was conceived or born during a period when the parties were separated.** There is a legal presumption, under Tennessee law, that the Husband is the biological father of a child born to his Wife, during the marriage even, if during a separation period. The presumption may be overcome by clear and convincing evidence, in the form of a legal DNA test, taken by the Husband or sometimes the biological father. Said test will exclude the Husband as the biological father. There are various DNA labs in Shelby County that can perform a legal DNA test. It is very important that you disclose the child's information on the Divorce Face Sheet, so that the attorney may properly advise you and the Judge can enter an order excluding the Husband as the child's biological father. If the child is not mentioned in the divorce papers, you are likely committing fraud; the biological father may not be able to legitimate the child nor ordered to pay child support; and the Husband may be held liable for child support. Generally, Juvenile Court will not just order a DNA test for a child born during a marriage, even if the biological father somehow signed the child's birth certificate when the child was born. That acknowledgment of paternity may be declared void, because the hospital should not have permitted the biological father to sign the birth certificate, if the mother was married and the mother disclosed this fact to hospital officials; specifically, that she was married to another man at the time the child was born. If you or your spouse have an active child support case in Juvenile Court that is a Title IV-D case, Maximus may do the DNA test for no up-front fee, if there is a court order. However, there is no guarantee that Maximus will do the DNA test, unless your DNA test is ordered by the Juvenile Court.

**IF A CHILD IS BORN DURING THE MARRIAGE, BUT NOT OF THE MARRIAGE, AN ADDITIONAL ATTORNEY FEE OF \$200.00 PER CHILD IS ADDED TO YOUR RETAINER AND MUST BE PAID BEFORE THE DIVORCE IS FILED.** If the child has been properly disestablished through Juvenile Court there is no additional fee.

**AMENDMENTS & REVISIONS:** Any and all revisions and amendments to divorce papers shall be billed hourly.

**REMARRIAGE:** CLIENT UNDERSTANDS THAT CLIENT IS NOT DIVORCED UNTIL THE JUDGE ACTUALLY SIGNS THE FINAL DIVORCE DECREE. IF YOU ARE PLANNING ON GETTING REMARRIED YOU MUST WAIT AT LEAST 30 DAYS AFTER THE JUDGE SIGNS THE FINAL DECREE OF DIVORCE FOR THE DECREE TO BECOME A FINAL JUDGMENT. You need to allow plenty of time to get the divorce. The statutory waiting period for divorces with a child(ren) is 90 days and without child(ren) is 60 days. This is only a waiting period and does not mean you will be divorced on the 61<sup>st</sup> or 91<sup>st</sup> day after filing the divorce. In cases with children a final hearing MUST be set. In divorces with no children, the final decree MUST be submitted to the Court and the Judge will review the file and sign the final decree sometime after the 60 days expires. Generally, this will occur within a few weeks, BUT there is no guarantee! **THIS LAW FIRM CANNOT GUARANTEE A DIVORCE BY A CERTAIN DATE UNDER ANY CIRCUMSTANCES AND WILL NOT BE RESPONSIBLE IF YOU SET A WEDDING DATE AND YOUR DIVORCE IS NOT FINAL BY THAT TIME.**

**TRIALS.** There is a minimum fee of \$ 4,500.00 that must be paid if this case proceeds to a final trial. At least \$2,250.00 Deposit must be paid thirty (30) days prior to the trial and the balance paid seven (7) days prior to the trial setting unless other payment arrangements are made and agreed to by client and the firm. If these amounts are not paid or other arrangements made, the trial will be reset until the fees are paid, subject to approval of the Court, or the attorney will file a motion to withdraw. In some cases, the court will not reset or continue a trial date, so it is important that you plan ahead to ensure time to pay your attorney fees. Some trials may exceed \$4,500.00 depending on the issues involved and the time for preparation and attendance at trial. After trial, if the judge or chancellor requires our office to submit an additional memorandum or facts of findings, then there is an additional charge, and said services will be billed hourly.

If a **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)** is needed for a pension, 401K, or other

retirement account, the fee for preparation of this order will require a deposit of **\$1,150.00 per order and the service will be billed hourly or the Client shall be referred to an attorney who specialized in that area.**

**POST-DIVORCE DOCUMENT RECOVERY:** At the conclusion of your divorce, you will receive a copy of all executed divorce documents, and we will mail your spouse or his or her attorney their divorce documents. Please keep your final divorce papers with your important documents. Please be advised that once your file is closed there is a \$100.00 document recovery for our office to locate the file. Filings may be obtained directly from the courthouse.

**POST-DIVORCE MATTERS,** after a divorce has been granted, such as appeals, modifications, contempt petitions, etc. are not part of this fee agreement.

**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.

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 COURT CASE ACTIVITY ONLINE:** You may monitor your case to view filings and other court activity by logging onto the Curt 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](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](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

**\*\*\*NOTE TO CLIENT\*\*\***

Please understand that contested divorces take time and each case is different. We cannot predict how long it will take to obtain the final divorce. There are several factors that determine how long it will take and how much it will cost. 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 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. Your attorney retains the right to withdraw from your case if your fees are not current. Upon withdrawal, all outstanding account balances immediately become due.

***Client understands and agrees that all fees stated herein apply to a Contested Legal Separation and/or Annulment proceeding.***

**Client Initials:** \_\_\_\_\_

**Client agrees that all notifications under this agreement should be mailed to the following address:**

**Mailing Address:**

Street No. & Street Name

City, State

Zip Code

Telephone: (Work) \_\_\_\_\_

(Cell) \_\_\_\_\_

Email Address \_\_\_\_\_

**Client agrees to notify Stokes Family Law, PLLC by mail, electronic mail, or phone of any change in said address or telephone number.**

***By signing below, I acknowledge that I have read the agreement in its entirety and understand the terms of this fee agreement.***

**Client Signature:** \_\_\_\_\_

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

**Client Printed Name:** \_\_\_\_\_

**STOKES FAMILY LAW, PLLC:** \_\_\_\_\_

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

**THANK YOU FOR CHOOSING STOKES FAMILY LAW, PLLC!**

**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](mailto:LStokes@wedofamilylaw.com)**

# STOKES FAMILY LAW, PLLC

## DIVORCE 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<br>(FOR ALIMONY/CHILD SUPPORT/ CONTRIBUTION/ATTORNEY FEES)                      | \$ 750.00 DEPOSIT & BILLED AT HOURLY RATE       |
| DISCOVERY (ISSUING & RESPONDING)<br>(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<br>(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 (VARY BY COUNTY)

|   |                                   |
|---|-----------------------------------|
| DIVORCE FILING FEE WITHOUT CHILDREN/ WITH CHILDREN (SHELBY)   | \$ 306.50/ \$381.50 (MONEY ORDER) |
| DIVORCE FILING FEE WITHOUT CHILDREN/ WITH CHILDREN (HARDEMAN) | \$ 266.50/341.50 WITH SERVICE     |
| DIVORCE FILING FEE WITHOUT CHILDREN/ WITH CHILDREN (MCNAIRY)  | \$ 185.50/260.50 WITH SERVICE     |
| ANSWER & COUNTER-COMPLAINT FOR DIVORCE FILING FEE             | \$ VARIES (IN A MONEY ORDER)      |

### 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           |

### CONTESTED DIVORCE

|   |                                     |
|---|-------------------------------------|
| RETAINER (FILING OF COMPLAINT/ANSWER/ISSUANCE OF SUMMONS) | \$ 3,499.00 (TO GET STARTED)        |
| WITH HOME(S)  | \$ 100.00/PIECE OF REAL PROPERTY    |
| DRAFTING OF MDA/FDD/PPPO/QUIT-CLAIM DEED                  | \$ BILLED AT HOURLY RATE            |
| RESET HEARING & CONTINUANCE FEE                           | \$ BILLED AT HOURLY RATE            |
| TRIAL PREPARATION & 1ST DAY OF TRIAL                      | \$ 4,500.00 DEPOSIT & BILLED HOURLY |
| FINAL HEARING FEE (IF CASE SETTLES)                       | \$ 595.00 DEPOSIT & BILLED HOURLY   |