

## THE FISHER LAW FIRM—FEE AGREEMENT

1. a I, the undersigned do hereby retain Adam Fisher, Jr., of The Fisher Law Firm, as my attorney to represent me in the above referenced matter. Appeals, Contempt Actions, and/or additional Motions for Modification are not included under this contract and shall be considered a separate action governed by a separate contract.

1. b In consideration of all of the services to me, I agree to pay an initial retainer of \$\_\_\_\_\_, which is payable contemporaneously with the execution of this agreement. The foregoing retainer is NON-REFUNDABLE and represents the minimum fee for the above services.

1. c Any activity he undertakes beyond the scope of this agreement, will be deemed part of this agreement if I sign a verification to authorize same. I agree to cooperate fully with Mr. Fisher and to within two days answer his calls or correspondence, via mail, fax, e-mail or other. I agree to meet with him upon his request.

2. I understand that the services of attorney, Adam Fisher Jr., will be billed to me at the billing rate of \$200.00 per hour, I will also be billed at the rate of \$100.00 per hour for paralegal services. I understand that I will be billed for such services as office meetings, court appearances, depositions; settlement negotiations, drafting of legal documents and letters and telephone conversation all at the minimum rate of ¼ hour per item or instance. In addition to the foregoing fees, I agree to pay for all costs, which are necessary to the proper and expeditious handling of my case, including, but not limited to, reimbursement for long distance calls, service of process, filing fees, copies (.25), postage and facsimile charges.

3. I will receive a monthly statement reflecting the charges incurred, which will be billed against my retainer. In the event that the retainer is exhausted, I understand that I will be billed for all additional amounts accrued, and/or required to provide an additional retainer fee based upon reasonable projections of the time estimated to complete the case. If I am billed for services in addition to the retainer I paid, I will make payment within fifteen (15) days of the date of the monthly statement. In the event that the statement is not paid in full within thirty (30) days of the statement or I refuse to replenish the retainer, the attorney may move before the Court for an Order relieving him from any further representation of me. I agree to assume all costs of collection, including attorney's fees, if payment is not made by me under the terms of this agreement

4. If this action involves a request for a contribution of attorney's fees from the opposing party, it is understood that at the conclusion of this case, when the final bill is totaled, I will be given a credit for any amounts of attorney's fees actually recovered. With all such fees received, the fees will first be applied toward the balance of my account.

5. a I will pay additionally and separately for any filing fees, process service fees, investigation, experts, appraisals, depositions and other case related expenses in my case. I acknowledge that it is not the policy or the responsibility of Adam Fisher, Jr., to advance costs or fees of that nature.

5. b I understand that the tax-related areas of my case may be of importance in the settlement or litigation of any case. I understand that Adam Fisher, Jr., is not a tax attorney and that I should obtain the services of a certified public accountant or other professionals as to the tax-related issues of my case. He also does not handle Workers Compensation, Disability or Social Security issues.

6. I hereby authorize Adam Fisher, Jr., to handle my case as is deemed fit and necessary and that I understand that I will be kept informed of the progress of my case. I authorize him to obtain any and all information necessary to the disposition of the case, and I agree to cooperate in the obtaining of such information. I understand that this is a binding contract between myself and Adam Fisher, Jr. I acknowledge that I have read this contract and understood this contract before I signed it, and I acknowledge that I have received a copy of it.

If this box is checked there will be an additional cost of \$\_\_\_\_\_, for filing and service. This amount is not included in the above noted Retainer.

If this box is checked, client pays a non-refundable flat fee of \$\_\_\_\_\_, through the level of \_\_\_\_\_. Client to pay all costs. (Paragraphs 1.a, 1.c, 5.b, and 6, above apply)

If this box is checked, it means that \$\_\_\_\_\_ of the retainer fee is a processing fee and represents effort in the following areas: priority work, client review of the handbook/video/and published materials, preparation of standard notice letter to client, assessment of the difficulty of case, review of impact of mediation issues, initial interviews with client, impact of case on other cases and potential cases, and process of material from interview.

If this box is checked, it means, that this is a contingent fee case in which the Fisher Law Firm will get \_\_\_\_\_% of recovery, if successful, and if not the Fisher Law Firm gets nothing. Client to pay all costs out of remaining recovery amount. (Paragraphs 1.a, 1.c, 5.b, and 6, above apply)

Greenville, South Carolina on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Witnessed by