

May 1, 2014

Re:

Dear :

You have requested our firm to represent you in your post-judgment motion for new trial (re: child support and attorney's fees) in your above referenced dissolution of marriage matter. We have not agreed to represent you in any other action, including any appellate proceeding, however. If we are to do such, it would be the subject of a separate written memorandum. This letter sets forth our agreement concerning our representation of you in your dissolution of marriage.

1. You are paying to us a total retainer of \$_____. Of this amount \$_____ is for attorney's fees and \$_____ is for costs. The costs will be held for you in our client trust account and paid out on your behalf as more specifically set out below. This retainer shall be applied against the fees charged as set forth below. **This retainer is not intended to be an estimate of the total cost of representation. It is understood that the total fee may exceed the amount of the retainer.** At any time after the payment of the retainer, should it be entirely applied, you shall immediately make arrangements to pay another retainer to this office or shall make arrangements for payments. All of these funds, paid and to be paid, belong to us and may be deposited in our general bank account. You have the right to terminate our services at any time and any unearned portion of the retainer will be refunded.

Please note: if the retainer has been paid or advanced from a third party, not yourself, then, in signing below, you acknowledge this has occurred. Our firm, however, represents only you, the client, and your confidences shall be protected and our independent judgment is not impaired due to the payment by the third party. We have not, by accepting payment from the third party, entered into any attorney-client relationship with him/her and you, the client signing below, is the sole client of the firm in the above-referenced case. Be sure, when the fees are paid that you specify to whom any refund should be paid.

2. We will maintain time records based upon hourly rates presently set at:
\$300 per hour for Lindsay L. Swisher
\$600 per hour for Brian G. Saylin
\$150 per hour for paralegal



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for the individual services performed for you. As our overhead increases, these rates may likewise increase.

3. If the "amounts due" have not been paid in the fashion set forth by this agreement, we will have a lien on any money or property awarded or payable to you in this matter. This clause gives us a security interest against your property. **You have the right to discuss this lien you are hereby granting us with other counsel of your choice before you sign this letter/agreement.**

4. Waiting time and travel time are considered in charging time to your account regardless of whether the matter is heard on schedule, or is deferred or postponed.

5. We will bill you on a monthly basis. The monthly billing does not represent our total fee through that date, since we reserve the right, based upon factors other than time, to bill you an additional amount at the termination of your case. These factors include the difficulty of the matter, the complexity of the legal issues and the scope of our responsibility in the matter. We will seek a fee in excess of our hourly rate either through discussion with you or through application to the court when the results so warrant. However, with regard to the bill and the hourly charges, PLEASE REVIEW YOUR BILLS CAREFULLY, immediately upon receipt. Any objections you may have to our billing must be communicated to us in writing within 60 days of the date on each statement. Otherwise, all objections to our charges will be deemed waived.

6. It is expected, and you agree, to pay all outstanding balances due within 10 days after the date on which they are billed, unless other arrangements are agreed to in writing. In addition, you agree, with respect to fees and costs, as follows:

You are to advance immediately additional sums as requested by us for payments of Attorney's fees and costs once the retainer fee paid has been exhausted.

We reserve the right to ask for reasonable additional advance payments to your account and you agree to pay them on request. These requests will be based on the amount of work which the case is likely to require in the future and the promptness of payments in the past. We also reserve the right to ask you for reasonable security for past due balances and for the anticipated fees and costs to be earned in the future, and you agree to provide it to us on request.

Once a hearing or trial date is set, it is agreed that you will pay all fees and costs then due and owing and to additionally pay to us, as a trial deposit, the attorney's fees and costs that we estimate will be incurred in preparing for and completing the trial. This will be an estimate only and the actual fees and costs may exceed the deposit. It is agreed that this estimate will be paid by you to us within 10 days of written request for same. Any unused portion of this trial deposit shall be refunded to you at the completion of the matter.

7. All costs will initially be paid out of the amount initially paid into the client trust account. We ask that you keep an amount in that account so that we will be able to pay


costs involved in your case as they arise. "Costs" include file set-up costs, filing fees, expenses of serving papers on your ex-spouse, investigation costs, service of orders and other documents, subpoenaing records, long distance phone calls, photocopies, faxes, parking, and accountant's and other expert witness fees (if arrangements are made for us to pay the accountant or other expert on your behalf). Should the amount in the client trust account be insufficient to pay any of these expenses you will receive a bill for these costs. All costs billed to you will be paid by you immediately, or, if this is not possible, as soon as funds become available to you. The fact that costs are to be paid immediately does not infer, nor should you infer therefrom that the fee portion of your bill is not due and payable -- it is simply to say that because of the nature of a Family Law proceeding, we may agree to extend you reasonable time credit during the pendency of the case.

8. As we have indicated, we keep time records of conferences, telephone calls, drafting, preparation of documents, research, and nearly everything we do. However, there is one matter which I urge you to carefully consider. Unlike the practice of medicine, time spent in the practice of law in the presence of the client is frequently only the tip of the iceberg. A great deal of time is spent and devoted to a matter without the client's presence. We will be delighted to meet with you to explain the nature of everything that has been performed on your behalf.

9. As we have indicated, our statements are due and payable upon presentation. You will be charged interest on any balance which is not paid within twenty five (25) days from the date of the statement. Such unpaid balance will bear interest at the rate of ten percent (10%) per annum, and by this agreement you agree to pay this sum. 10. Fees and costs may be awarded for the marital property either before or after its division. Occasionally, a judge will order one spouse to pay all or part of the other spouse's fees. But court orders for fees and costs are unpredictable. Sometimes, the court makes no order for fees and costs. Regardless of whether a court order for fees and costs is sought or given, you are liable for payment of our fees incurred, and costs advanced. Of course, amounts received pursuant to a court order will be credited to your account.

11. It is our policy to provide you with the originals of all the correspondence and of pleadings. You should, therefore, have a complete file, except for documentary evidence which is kept in the file. You will not need, and we shall not provide, any other copy of the file, and it is agreed that you already have your full copy of the file (except for documentary evidence). Should you desire further copies of all, or part of the file, upon request, we will deliver the file, or the parts of it you desire, to a copy service who shall, at your sole expense, copy those desired documents.

12. At the conclusion of the matter for which we have been retained, we will ask you to pick up your file. If you fail to do so within 3 weeks of the request, we will place your file in off-site storage and we will bill you \$25 per month to cover our storage expenses.

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Please countersign this agreement so that we will have a mutual memorandum of our understanding. However, please realize that this Agreement you are signing creates legal obligations and that you have a right to be advised by an independent attorney with respect to its provisions. Also, if any part of it is not clear to you, feel free to ask us to explain it further before you sign. Whether you consult with us or not regarding this agreement, you still have the right to consult another attorney or other advisor about any aspect of this agreement before you sign it. A copy of this agreement, signed by me, is enclosed for your files.

Very truly yours,

BRIAN G. SAYLIN

I UNDERSTAND AND AGREE TO THE FOREGOING:

client