

FAMILY COURT LITIGATION SUPPORT SERVICES

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LETTER OF ENGAGEMENT

Terms of engagement:

Fees and billing for services rendered:

The fees for Mr. Knobel's litigation support services will be billed at the rate of \$100.00 per hour. The client will be charged for the time Mr. Knobel spends involved in the following services requested and/or authorized by the client's attorney(s):

- telephone calls and all communications with the attorney's office (and/or other professionals involved in the litigation process), including, but not necessarily limited to, e-mails and letters sent to the client's attorney(s);
- preparation of documents (e.g., motions, briefs, memoranda of law, or any and all other litigation-related documents) as specifically requested by the client's attorney(s);
- review and analysis of all litigation materials forwarded by the client's attorney(s);
- attendance at attorney-client conferences as requested by the client's attorney(s);
- attendance at any in-court proceedings requested by the client's attorney(s).

For all cases which require Mr. Knobel's travel outside of Anderson County, there shall be a one-time charge of **\$50.00** to defray this travel expense.

Mr. Knobel also maintains a constantly updated time record/invoice

which describes and tracks the time spent in this important matter; and the most current invoice can be provided the client's attorney(s) at any reasonable time, upon request.

Full payment of the balance of all litigation support services fees due shall be made by the client's attorney(s) within 15 days of the date the invoice is transmitted to the attorney(s).

***IMPORTANT NOTICE TO ATTORNEY(S):* In that Mr. Knobel's services are being engaged by the client's attorney, it is understood and acknowledged by the undersigned client and client's attorney that the arrangement for the payment of these fees is the attorney's responsibility; furthermore, the attorney's signature affixed to this Letter of Engagement is the attorney's acknowledgement that the attorney will ensure the client's obligation regarding the payment of these fees within the 15-day payment period.**

CLIENT DISCLAIMER:

***Regarding direct legal advice to the client -
Mr. Knobel shall be held harmless:***

a. The undersigned client and the client's attorney(s) acknowledge that at no time during the litigation support services process has Mr. Knobel provided or offered to provide the client with any independent, direct legal advice or legal opinions; but rather, the undersigned client has relied solely and completely upon the professional advice given the client by the client's own attorney(s).

b. The undersigned client further acknowledges and stipulates that the client's attorney engaging the litigation support services of Mr. Knobel has neither directly nor indirectly, in any manner whatsoever, created any form of an "attorney-client" relationship between the client and Mr. Knobel. Provided however, any and all communications, both written and oral, among the client, the client's attorney(s) and Mr. Knobel shall be kept strictly confidential and shall be subject to the protections afforded by the applicable statutes, case law and the *Rules of Professional Conduct* affecting privileged communications.

c. The undersigned client agrees and acknowledges that Mr. Knobel shall be held completely, legally harmless by the client from any and all actions or causes of action, legal or equitable, of any nature or kind, resulting from the engagement of Mr. Knobel's litigation support services and/or Mr. Knobel's participation in this litigation.

Applicability of the Rules of Professional Conduct:

By entering into this Letter of Engagement, Mr. Knobel and the undersigned attorney(s) acknowledge that during all times that Mr. Knobel is providing the attorney's client with any litigation support services there shall be full compliance with the following rules under *Rule 407* of the *Rules of Professional Conduct*: Rule 1.6 [Confidentiality of Information]; Rule 1.12 [Former Judge, Arbitrator, Mediator or Other Third-Party Neutral]; and Rule 5.7 [Responsibilities Regarding Law Related Services¹].

CONSENTS:

We consent to the terms, provisions and conditions of this LETTER OF ENGAGEMENT, set forth above:

_____ [Date:_____]

_____ [Date:_____]

ATTORNEY FOR

¹ [6] In taking the reasonable measures referred to in paragraph (a)(2) to assure that a person using law-related services understands the practical effect or significance of the inapplicability of the Rules of Professional Conduct, the lawyer should communicate to the person receiving the law-related services, in a manner sufficient to assure that the person understands the significance of the fact, that the relationship of the person to the business entity will not be a client lawyer relationship. The communication should be made before entering into an agreement for provision of or providing law related services, and preferably should be in writing.