



700 American Avenue
Suite 206
King of Prussia, PA 19406

☎(610) 272-5555
☎(267) 284-4337

August 6, 2024

Via Email

Melissa Bemer
213 Orchard Way
Wayne, PA 19087

Re: Family Law Matter

Dear Melissa:

Thank you very much for your confidence in asking us to represent you in your family law case. This letter will set forth our fee understanding with respect to our representation of you.

Understandably, the matter of legal fees and expenses is of utmost importance to you. Because of the complexity of marital cases, it is not possible to inform you of the total fees and expenses to be incurred in our representation of you before the end of your case. Nevertheless, we think it is important to send you this letter outlining the basis on which fees and expenses will be charged.

1. Scope of Representation. The scope of the representation which we will undertake upon receipt of your initial retainer and a signed copy of this letter shall be for a divorce matter.

2. Basis for Charging Legal and Administrative Fees. Your fees will be based upon our hourly rates for all time devoted to your case at the prevailing hourly rates for the attorney performing the service during the periods that the services are performed (based upon intervals of tenths of an hour). The hourly fee depends upon the individual's experience. The hourly rate for Carolyn R. Mirabile, Esquire is \$435.00.

We try to have work done at the level which will be most efficient in terms of rates and costs to you. The time charged includes not only meetings with you and court appearances, but also drafting and reviewing pleadings and correspondence, intra-office conferences, telephone conversations with you, your spouse's attorney and other parties, time spent with witnesses, legal research, and travel. Please understand that all hourly rates charged to our clients may be increased from time to time by our firm. The hourly rates for our attorneys are as follows: Carolyn Mirabile, \$435.00 per hour; Lawrence (Skip) Persick, \$430.00 per hour; and John Zurzola, \$410.00 per hour. The rate for Paralegals is \$135.00 per hour.

In lieu of any specific copying and/or postage charges, a \$150 administrative fee will be charged each month to your account when there has been a minimum of five (5) hours of attorney time billed.

Any large copy jobs (in excess of 100 copies), at our discretion, may be outsourced and billed to your account, or copied internally and billed to your account, depending on the size of the copying task. These charges will be billed regardless of the number of attorney hours billed to your matter in any given month.

3. Costs. You will be responsible to pay on a current basis all out-of-pocket expenses incurred on your behalf. This would include, but not be limited to, filing and master's fees, transcripts, depositions, photocopies, subpoenas, long distance telephone calls, investigative expenses, photographs, courier charges, computerized legal research, staff overtime and travel. If the balance of your cost account is not sufficient to cover expenses in your case, it will be necessary for you to advance or reimburse the money for those costs. You will be responsible to pay all fees and costs charged by experts such as appraisers, accountants, actuaries, psychologists and psychiatrists directly to such experts who have rendered services on behalf of your marital case. You authorize the firm to secure, at your expense, the services of such experts, if necessary in our judgment for the preparation of your case.

4. Records. Each professional keeps a daily record of the time expended on each case. All time charges are recorded in minimum units of two-tenths of an hour. Our time records in your matter are available if you have questions about any bill.

You will be receiving copies of everything we send out and everything we receive in connection with your file. We recommend that you keep everything in your own file. You can divide it by correspondence, discovery and court filings. Since you will have a copy of everything, it will not be necessary for us to copy our file to give to you. You are responsible for keeping your own paperwork.

5. Billing. We will be sending you a monthly statement reflecting your fees and costs to a given date. Our statements generally will be prepared and mailed during the month following the month in which the services are rendered and costs advanced. We expect payment within a few days after receipt of the statement. If you have any questions concerning the bill, don't hesitate to communicate with us.

6. Late Payments. We are confident that our clients make every effort to pay us promptly, and know you will do likewise. Occasionally a client will have difficulty making a timely payment. In addition, it is the policy of our firm to suspend our activity in those cases where outstanding balances are more than ninety (90) days overdue, unless other arrangements for payment have been agreed to in writing. We reserve the right to terminate our attorney-client relationship for non-payment of fees or costs and to recover all costs associated with the collection of unpaid fees, including attorneys' fees and costs, whether internal or external. At such time we may have to utilize collection or legal services or file suit for non-payment of fees, you agree Weber Gallagher has the right to request attorney's fees in addition to all other remedies at law or

equity. Additionally, you agree jurisdiction for any action to collect fees or expenses shall be in Montgomery County.

7. Initial Retainer. The initial retainer requested in your case is paid to our firm for the purpose of assuring our availability in your matter. The initial retainer will be credited against the overall fee in your matter.

8. Additional Retainer. In the event your initial retainer is consumed; your case goes to trial; an emergency issue arises; or appeals are taken, we reserve the right to require an additional retainer to apply on account of attorney's fees.

9. Payment of Legal Fees. If you are the primary income producer in your household, you will be responsible for payment of your own legal fees and expenses and it is possible that a court will order you to pay all or part of your spouse's legal fees and expenses as well. If you are the economically dependent spouse, we will make every effort to obtain payment of your fees and expenses from your spouse as part of a settlement or a court order. Nevertheless, you should understand that you, as our client, have the ultimate responsibility for payment of our fees. Any amount which we might receive from your spouse by way of settlement or court order will be credited to your account, but it will not set or limit the total fee charged, which will be computed as set out in this letter. As stated above, you will be responsible to pay on a current basis all out-of-pocket expenses incurred on your behalf. In the matters handled by our office, where circumstances warrant and where there is a fund and/or property available for distribution to you, the attorneys' fees and/or costs are due to our office for services rendered. It is agreed that this office, at our option, may place a lien on said fund and/or property and be paid for services rendered in that manner.

10. Unpredictability of Fees/Costs and Results. Unfortunately, it is virtually impossible to estimate the total amount of time that will have to be devoted to your case. That will depend upon a variety of factors, primarily upon whether hearings or a trial will be necessary, the time and effort required, the nature and complexity of the issues involved and the degree of cooperation afforded you, your spouse and your spouse's attorney. Similarly, we obviously cannot guarantee the results that will be obtained, particularly since no one can predict what a court may do in a particular case.

11. Input of Other Attorneys and Paralegals. To ensure that you receive maximum attention, our firm utilizes a "team approach" with respect to attorneys who are responsible for your matter. This means that more than one attorney may be assigned to your "case team." I will be primarily responsible for your matter and will oversee critical developments as well as review services performed on your behalf. In addition, I will designate other attorneys to be members of your case team. These attorneys may represent you in a variety of ways, such as attending meetings, court conferences or hearings. Further, paralegals with expertise in certain areas may be called upon to assist in your case. We reserve the right to assign responsibility for your matter to other attorneys and paralegals in the best exercise of our professional judgment. Please feel free to contact any member of your case team with your questions or concerns.

12. Telephone Calls, Messages and E-Mails. There will be times when I will be in court, in meetings, or otherwise unavailable to answer your call. At such times, please feel free to

talk with my secretary, or with the secretary of one of the other attorneys involved in your case, should that attorney be unavailable. If you are passing on information, the secretaries can deliver such information to me without the necessity of your waiting for a return call. If you have a question that requires an answer, it is far easier for a secretary to obtain the background information from you, bring the matter to my attention when I am free, and either the secretary or I will have a response for you. If it is necessary that you speak with me directly, I will attempt to return your call as soon as possible. Please remember that matrimonial law is extremely litigious and much of our time is spent in court.

Additionally, please be advised that in the Family Law Department, our primary method of communication is not e-mail. If you wish to communicate important information, please feel free to call, write, leave the information with my assistant, fax, or make an appointment to discuss it. Because of the large number of e-mails that we receive on a daily basis, sometimes your message may be overlooked and we wish to be able to communicate with you promptly.

Please sign and date the extra copy of this letter which is enclosed indicating that you have read it and signifying your approval of the terms and conditions set forth. Return the signed copy with your initial retainer payment in the sum of \$4,000.00. If a signed copy of this letter and your retainer payment is not returned within ten (10) days from the date hereof, we will undertake no work on behalf of your marital case and will close our file on your matter.

If there are any questions whatsoever with respect to the legal fees and expenses which you will be incurring in our representation of you, do not hesitate to call or arrange to meet with us.


Sincerely,

Carolyn R. Mirabile

Carolyn R. Mirabile

I have read the foregoing letter and I agree to its terms:

Signed by:


Melissa Bemer

8/7/2024

Date

Social Security Number

Spouse's Social Security Number