

**MANGRUM & MANGRUM, LLC**

4842 LaVista Road, Suite A

Tucker, Georgia 30084-4464

Office: 770-496-1600

**FEE AGREEMENT**

MANGRUM & MANGRUM, LLC (“Attorneys”) agree to represent the undersigned Client(s) in the following matter(s):

Attorneys will perform all those actions which in Attorneys’ judgment are necessary for adequate representation of Client, which include without limitation: preparation and filing of pleadings, conduct of discovery, interviewing of witnesses, review of documentary and financial information, preparation for and participation in evidentiary proceedings, legal research and writing, conferences with Client, attorneys and others, preparation of correspondence, negotiations, drafting settlement agreements, and representation in court. This agreement shall not include appellate work unless specifically noted above.

In consideration of the legal representation, Client agrees to pay Attorneys, in advance, a ( ) **nonrefundable** / ( ) refundable retainer fee of \$ \_\_\_\_\_, which may not be the total fee in this case before any action is taken by Attorneys on Client’s behalf. Client agrees to promptly pay Attorneys additional retainer fees and expense advancements which in Attorneys’ discretion are deemed necessary during the representation of Client to conclude Client’s matter. The retainer fees paid herein will be credited to Client’s final bill. Client acknowledges that Attorneys have made no representations whatsoever regarding the total expenses to be charged and the retainer fee paid to Attorneys concurrently herewith is only to secure Attorneys’ representation of Client.

Both parties agree that the time expended by Attorneys for the legal services to Client in this matter will be the primary basis for determining the total legal fees to be paid. The following hourly rate(s) shall apply: \$ \_\_\_\_\_. Billing will be based upon tenths of an hour. Client acknowledges that, although time expended is the major fee-determining criteria, the total and final fees will be based on an additional measure of the reasonable value of Attorneys’ services as mutually agreed between Attorneys and Client; provided, however, the total and final fees shall not be less than the time expended. The following will have a significant bearing on the reasonable value of the services performed: The novelty and complexity of the questions involved, the preclusion of other engagements caused by the acceptance of this engagement, the results achieved, the time limitations imposed by Client or by circumstances as well as other considerations which may arise during the course of the representation.

Client agrees to pay to Attorneys upon execution hereof an expense advancement of \$ \_\_\_\_\_ to be deposited into Attorneys’ trust account. Client will pay all out-of-pocket expenses, including but not limited to court costs, photocopying, postage, mileage, toll telephone calls, witness fees, court reporting costs, and the like. Client authorizes Attorneys, in their discretion, to direct such other persons and companies to render statements for services rendered and expenses either directly to Client or to Attorneys, in which latter event Client agrees to reimburse Attorneys promptly for the full amount of such statements.

Client agrees to pay all fees and expenses within thirty (30) days of any billing date. Client acknowledges that billing dates will be periodic and commensurate with the needs and trajectory of Client’s legal matter(s). Client agrees to pay interest on any unpaid balance after thirty (30) days at the rate of 1.5% per month. This is an ANNUAL PERCENTAGE RATE OF 18%. Attorneys reserve the right to terminate the attorney-client relationship for nonpayment of fees or expenses or for Client’s failure to reasonably cooperate or to participate in the course of Attorneys’ representation of Client in the matter. In the event of nonpayment of fees or expenses, Client agrees that Attorneys shall have a lien against any and all property owned by Client as permitted by law.

Client agrees that Attorneys may associate other counsel to assist in this representation. If other counsel is associated, Client agrees that Attorneys and counsel may divide the total attorney fees based on the sole judgment of Attorneys without further notice to or consent of Client, so long as such division of fees is in accord with rules governing the conduct of Attorneys.

Client agrees to cooperate fully with Attorneys. Client acknowledges that no promises as to the outcome of any phase of the matter have been made. This Agreement contains the entire agreement between the parties regarding this matter and the fees and expenses to be paid relative thereto.

The terms and conditions of this Fee Agreement are hereby acknowledged, approved and adopted by the undersigned Client(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CLIENT(S):

\_\_\_\_\_  
\_\_\_\_\_

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_