

LAW OFFICE OF



TARA DAWN SHURLING, PA

Attorney and Counselor at Law

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November 25, 2013

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DEC 02 2013

The Honorable Daniel E. Shearouse
Clerk of Court, South Carolina Supreme Court
Post Office Box 11330
Columbia, South Carolina 29211-1330

S.C. SUPREME COURT

RE: Bryan Leon Mulligan, #344736 v. State of South Carolina; 2011-CP-18-1416.

Dear Mr. Shearouse:

I was retained counsel in the above captioned Post-Conviction Relief action in the circuit court. We won the only relief the Applicant sought which was a new sentencing proceeding. The State has appealed that decision. I was retained by the client's mother and his wife for the circuit court action *only* and my fee agreement expressly excluded representation on appeal unless a separate fee were paid for representation on appeal. I enclose a copy of my fee agreement for the Court's convenient reference.

Unfortunately, the client's family has advised me that they will not be able to hire me to represent this client in the appeal filed by the State.

I have advised the client and his family that he will have to either hire another lawyer or qualify for representation by the Appellate Division of SCCID. I sent the client a form affidavit of indigency back on October 2, 2013 and advised him that if he wanted to ask for representation by SCCID he needed to return the affidavit to me at once. I requested an extension in this matter in order to give the client time to either hire someone else *or* send me the affidavit back. To date he has done neither.

At this time I am asking to be relieved as counsel for Mr. Mulligan. The current due date for the certiorari petition is this appeal is Monday December 2, 2013.

Please advise me if there is anything further I need to do in this matter. With my thanks for your time and assistance I remain,

Sincerely,

A large, stylized handwritten signature in black ink that reads "Tara Dawn Shurling".

Tara Dawn Shurling
Attorney and Counselor at Law

TDS/sm
Enclosure

cc: Megan Harrigan, Assistant Attorney General (w/out enclosure)
Bryan Mulligan (w/out enclosure)
Antoinette Morton (w/out enclosure)
Jayquese Mulligan (w/out enclosure)

FEE AGREEMENT

THIS agreement is made and entered into by and between Tara Dawn Shurling, of the Law Office of Tara Dawn Shurling, PA, and Antoinette Morton and Jayquese Mulligan, mother and wife of **Bryan Mulligan** (hereafter Client), this day of **April 1, 2011**. Antoinette Morton and Jayquese Mulligan, acknowledge that this agreement is entered with the full knowledge of Client herein.

Attorney Shurling agrees to represent Client regarding the following matter: Client's Application for Post-Conviction Relief in the Dorchester County Court of Common Pleas addressing his judgment and sentence for Kidnapping and any related charges for which he is currently incarcerated. Attorney Shurling further agrees to represent Client at any and all hearings which may be held in connection with this Application. Counsel further agrees to prepare and file a Motion pursuant to Rule 59(e) of the SCRPC in the event the Final Order of the Court of Common Pleas does not fully address the issues presented in this action. Counsel further agrees to represent Client any hearing which might be held in connection with such a Motion.

Attorney Shurling agrees to provide the representation outlined above for a total fee of **\$18,500.00**. Antoinette Morton and Jayquese Mulligan have paid the Law Office of Tara Dawn Shurling, PA., a \$5,000.00 general non-refundable retainer for the PCR action in the Court of Common Pleas. The parties agree that said retainer is deemed earned when paid and therefore is non-refundable under any conditions. The balance of counsel's fee will be due in ten (10) monthly installments of \$1,350.00 beginning May 15, 2011. An additional \$1,500.00 is to be deposited in Counsel's trust account by April 8, 2011 for expenses in this case to be billed against including, *but not limited to*, paralegal fees billed at \$75.00 per hour, computer research fees, postage, mileage, and copies. Counsel reserves the right to use Associate Counsel for paralegal services provided Associate is billed at paralegal rate of \$75.00 per hour. Counsel agrees to keep detailed records of paralegal and investigative costs accrued. It is agreed that *all costs accrued will be paid from funds on deposit in counsel's trust account* up to the amount on deposit. Any additional balance will be billed to Antoinette Morton and Jayquese Mulligan after funds on deposit have been exhausted. In the event the expenses total less than the funds on deposit, the balance will be retained in Counsel's trust account to be applied toward any PCR appeal which may become necessary or any retrial ordered by the Court. Any balance will be refunded to Antoinette Morton and/or Jayquese Mulligan in the event this firm is not hired to handle a PCR appeal or to represent the client in a new trial. In the event the case were to be called for a hearing before all ten installments have been paid, the balance due must be paid before the case goes to Court. If Antoinette Morton or Jayquese Mulligan can not pay the balance before the hearing date, Attorney Shurling will seek a continuance until the balance is paid.

The representation outlined above *specifically excludes representation on any subsequent appeal*. If the results of this action are unfavorable in the Court of Common Pleas and the client desires to appeal that decision, a separate fee of *\$13,500.00 plus expenses* will be required to pursue the appeal. Said fee would be due and payable in two installments. The first installment of \$6,750.00 would be due before the Notice of Appeal was filed. Notice of Appeal would have to be filed no later than thirty days after the order was filed denying the PCR Application. The second installment of \$6,750.00 would be due sixty (60) days later. In addition to Counsel's fees, Antoinette Morton and Jayquese Mulligan will be responsible for payment of costs associated with perfecting the appeal including, *but not limited to*, the cost of transcripts, filing fees, research materials, computer research fees and printing costs associated with producing the Appendix to the Petition for Writ of Certiorari and any briefs which may be filed. Antoinette Morton and/or Jayquese Mulligan would be required to deposit \$2,000.00 in Counsel's trust account for said expenses to be billed against. Any expenses not covered by that deposit would be billed to Antoinette Morton and Jayquese Mulligan. In the event the total expenses were less than 2,000.00 any balance at the

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Morton and Jayquese Mulligan. In the event the total expenses were less than 2,000.00 any balance at the end of the appeal would be refunded to Antoinette Morton and/or Jayquese Mulligan. In the event a favorable Order was appealed *by the State*, Counsel agrees to represent the Client in that action for the same fee and under the same terms as outlined above for an appeal from an unfavorable order. In the event a favorable Order is appealed by the State, counsel agrees to file a Motion for an Appeal Bond and to represent the client in any hearing held in connection with that motion for **no additional charge**.


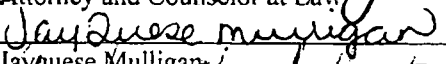

Counsel agrees to furnish representation to Client on appeal under the terms set forth herein, at the election of Client. In the event the client is unable to pay counsel's fees for an appeal, Counsel agrees to allow her Christina Dixon Parnall, to represent the Client on appeal for one half the fees quoted for Attorney Shurling. Deposits for expenses would be the same for either Attorney Shurling or Attorney Parnall. The Client is under no obligation to hire the Shurling Firm for a PCR appeal, and may elect to hire other counsel or to seek a court-appointed lawyer for his PCR appeal.

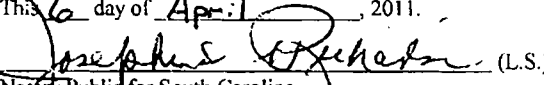
In the unlikely event Attorney Shurling were to die or become incapacitated for any reason, Antoinette Morton and Jayquese Mulligan agree that Attorney Parnall is authorized by her and the Client to complete this case under the same terms set forth herein. Attorney Shurling certifies that at the writing of this contract she is in good health and knows of no reason why she would not be able to complete this case.

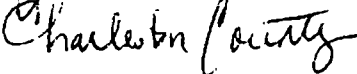
Client acknowledges and agrees that the scope of legal representation provided for in this Agreement **EXTENDS ONLY TO THE REPRESENTATION OF THE CLIENT AS SET FORTH HEREINABOVE AND DOES NOT EXTEND TO THE REPRESENTATION OF CLIENT IN FURTHER ACTIONS WHICH MIGHT BE INITIATED.** Counsel reserves the right to withdraw from this matter if Client fails to honor this Agreement. Notification of withdrawal shall be made in writing to the Client. In the event of such withdrawal, Client agrees to promptly pay Counsel for any costs outstanding prior to the date of such withdrawal. In the event Counsel withdraws from representation, Client agrees to sign a Consent Order acknowledging the same to be submitted to a Court of competent jurisdiction relieving Counsel from further representation in this or any related matter.

COUNSEL AGREES TO USE BEST EFFORT IN REPRESENTING THE CLIENT IN THIS MATTER; HOWEVER, CLIENT ACKNOWLEDGES THAT COUNSEL HAS GIVEN NO ASSURANCE REGARDING THE OUTCOME OF THIS MATTER OR THE PROBABILITY FOR SUCCESSFUL DISPOSITION.

Signatures below evidence the intent of the parties to contract for legal services under the terms outlined above.


Tara Dawn Shurling
Attorney and Counselor at Law

Jayquese Mulligan

Antoinette Morton

SUBSCRIBED AND SWORN TO before me
This 6 day of April, 2011.
 (L.S.)
Notary Public for South Carolina
My Commission Expires: 6-18-2020


Charleston County

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S.C. SUPREME COURT