

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM LEE COUNTY  
Court of Common Pleas

R. Ferrell Cothran, Jr., Circuit Court Judge

Case No. 2011-CP-31-00187

Timothy Green,

Appellant,

v.

South Carolina Department of  
Corrections,

Respondent.

MOTION TO WITHDRAW

Counsel for Plaintiff asks the Court to relieve him, Deborah J. Butcher, and the Camden Law Firm from further representation of Plaintiff in this matter. The retainer agreement between Plaintiff and the Camden Law Firm explicitly states that the retainer agreement "DOES NOT INCLUDE any amounts for representation in an appeal, and a feewill be charged prior to representation in any appeal." Exhibit 1. Counsel for Plaintiff has declined to represent Plaintiff on the appeal and Plaintiff has no means to pay Plaintiff for costs and fees incurred during the procescution of such an appeal.

August 1, 2014

Respectfully Submitted,



Robert J. Butcher  
Post Office Box 610  
Camden, South Carolina 29021  
(803) 432-7599  
Attorney for Appellant

73099

**RECEIVED**

AUG 05 2014

**SC Court of Appeals**

Cc:

Timothy Green  
Lee Correctional Institution  
990 Wisacky Highway  
Bishopville, South Carolina 29010

Other Counsel of Record:

The Honorable G. Murrell Smith, Jr.  
Lee, Erter, Wilson, James, Hiller, & Smith, LLC  
Post Office Box 580  
Sumter, South Carolina 29151  
Attorney for Respondent  
Phone: (803) 778-2471  
Facsimile: (803) 778-1643  
Email: [murrellsmith@leeandmoise.com](mailto:murrellsmith@leeandmoise.com)

# EXHIBIT 1

**The Camden Law Firm, PA**

Robert J. Butcher  
Deborah J. Butcher

1042-A BROAD STREET  
CAMDEN, SOUTH CAROLINA 29020  
POST OFFICE BOX 610  
CAMDEN, SOUTH CAROLINA 29021

Telephone: 803.432.7599  
Facsimile: 803.432.7466

March 18, 2010

Timothy Green, SCDC #00113830  
Lee Correctional Institution  
990 Wisacky Highway  
Bishopville, South Carolina 29010

RECEIVED MAR 24 2010

**RE: Retainer Agreement –  
Law Suit Against Lt. Richardson/Lee Correctional Institution**

Dear Mr. Green:

Thank you for selecting The Camden Law Firm, PA to represent you in the matter involving your suit. We are happy to have this assignment and hope the relationship will be a pleasant and satisfactory one for all concerned. This letter will confirm our recent discussion regarding the scope and terms of this engagement.

We have agreed that we will accept the case on a contingency basis. Your fee will be based on one-third (33%) of any settlement or recovery of any settlement obtained in your case, including any settlement prior to trial. Should the commencement of a trial in this matter be necessary, your fee will be based on forty (40%) of any verdict or judgment or any settlement reached after the jury is sworn. Mediation or arbitration may be considered, or, in fact, required during the course of this case. In the event that an appeal to a higher court is necessary, a fee would be negotiated as that would be a different case. All disbursements, including costs and expenses, shall be borne by you and reimbursed to us as they have been incurred, or as agreed upon. If you have a monetary recovery, you will receive a credit for the attorney's fees you have already paid, if there are sufficient funds in the recovery to cover these fees.

You authorize me to hire such experts as are necessary to present and prepare your case, and you will be responsible for payment of all their costs and expenses from any monetary recovery.

This Agreement DOES NOT INCLUDE any amounts for representation in an appeal, and a fee will be charged prior to representation in any appeal.

You will appreciate we can make no guarantee of a successful conclusion in any case; however, we will use our best efforts on your behalf. You also agree that should it be possible to settle the case on reasonable terms, this course should be taken. The reasonable settlement value of the case depends on the probability of winning and on the amount of damages that will likely be awarded. You understand that perfect justice cannot be achieved in any legal system, and even cases that appear strong can often be lost, and that sheer chance and the prejudices of judges and jurors affect the outcomes of trials. In one sense, the attorney-client relationship represents a partnership to achieve an economic result, and the "partnership" created by this agreement recognizes no economic value in rejecting a reasonable prospective settlement in order for one to have his or her day in court.

Initials

T.G.

T.G.

T.G.

T.G.

T.G.

In signing this retainer agreement, you hereby grant The Camden Law Firm, PA, a continuing lien on your claim and proceeds from the claim for the amount of the attorneys' fees, including payment for attorney's and support staff's hourly work, and out-of-pocket costs and expenses for which you are obligated. In the event we withdraw, or you discharge us from your case and retain other counsel, you will pay us a pro rata share of any attorneys' fees paid out of any recovery at the termination of the case (such that each lawyer will receive an equal percentage—whether equal to, greater than, or less than one hundred per cent—of the product of his or her actual hours at the then-current regular hourly billing rate). The Camden Law Firm, PA, reserves the right to disclose the existence of this lien to third parties in the event we are dismissed or our attorney-client relationship otherwise dissolves. In the event of a fee dispute between The Camden Law Firm, PA and you, our clients, reserve the right to add to your bill any fees or costs associated with our efforts to collect the contractually agreed upon debts.

T.G

Because of our contingency fee basis and we are advancing expenses, The Camden Law Firm, PA shall have total discretion about the advancement of expenses. If we decide not to advance expenses, the firm will give you reasonable notice so you will have the opportunity to seek funds to pay the expenses.

T.G

Our retention policy is to keep closed files in our office for a period of six (6) years. They are then disposed of by shredding. If you wish at anytime before six (6) years to have a copy of anything in your file, please let us know. During our representation, we will send you copies of correspondence, documents, etc.

T.G

Please sign and return this letter as acknowledgement of your Agreement. If I do not receive a signed copy of this Agreement, I will withdraw from representation. If a disagreement arises between us regarding the fees charged or your bill, we agree to submit the disagreement to the Fee Dispute Committee of the South Carolina Bar, and we will both be bound by its decision.

T.G

I DO NOT GIVE TAX ADVICE. YOU ARE RESPONSIBLE FOR CONSULTING AND HIRING YOUR CPA TO ASSIST YOU, IF NECESSARY.

T.G

If this letter does not accurately reflect our Agreement, or if you have any questions, please call me. We appreciate the opportunity to serve you. We are always willing to discuss your bill or our services. Please do not send me e-mails. I do not use e-mail correspondence.

Again, we look forward to a mutually beneficial relationship. We ask that you call us if you should have any questions or if we may be of service in any way.

Sincerely,

*Robert J. Butcher*  
Robert J. Butcher

RJB/lbc

I consent to the terms of this letter:

*Timothy Green*  
Timothy Green

*3/22/10*  
Date

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEE COUNTY  
Court of Common Pleas

R. Ferrell Cothran, Jr., Circuit Court Judge

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Appellant,

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South Carolina Department of  
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Respondent.

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CERTIFICATE OF SERVICE

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I certify that I have served the Motion to Withdraw by depositing a copy of it in the United States Mail, postage prepaid, on August 4, 2014, addressed to Plaintiff Timothy Green, #00113830, Lee Correctional Institution, 990 Wisacky Highway, Bishopville, South Carolina 29010 and opposing counsel, the Honorable G. Murrell Smith, Jr., Lee, Erter, Wilson, James, Hiller, & Smith, LLC, Post Office Box 580, Sumter, South Carolina 29151

August 4, 2014

Respectfully Submitted,



---

Robert J. Butcher  
Post Office Box 610  
Camden, South Carolina 29021  
(803) 432-7599  
Attorney for Appellant

Cc:

Timothy Green  
Lee Correctional Institution  
990 Wisacky Highway  
Bishopville, South Carolina 29010

Other Counsel of Record:

The Honorable G. Murrell Smith, Jr.  
Lee, Erter, Wilson, James, Hiller, & Smith, LLC  
Post Office Box 580  
Sumter, South Carolina 29151  
Attorney for Respondent  
Phone: (803) 778-2471  
Facsimile: (803) 778-1643  
Email: [murrellsmith@leeandmoise.com](mailto:murrellsmith@leeandmoise.com)

# The Camden Law Firm, PA

Robert J. Butcher  
[Rbutcher@camdensc-law.com](mailto:Rbutcher@camdensc-law.com)  
Deborah J. Butcher  
[Dbutcher@camdensc-law.com](mailto:Dbutcher@camdensc-law.com)

509 Walnut Street  
Camden, South Carolina 29029  
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Camden, South Carolina 29021

Telephone: 803.432.7599  
Fax: 803.432.7466

August 4, 2014

The South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

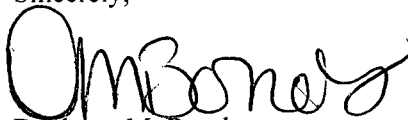
**Re: Green v. South Carolina Department of Corrections**  
**Appellate Case No.: 2014-000674**

Dear Sir/Madam:

Enclosed please find the Motion to Withdraw, Certificate of Service, and our firms check in the amount of \$25.00 (Operating Check No.: 4051) for the above-mentioned matter. Will you please file and return the copies to our office in the envelope I have provided?

Should you have any questions, please contact Mr. Butcher or myself at (803) 432.7599.

Sincerely,



Daphyne M. Bonds  
Paralegal

Enclosures: As stated above

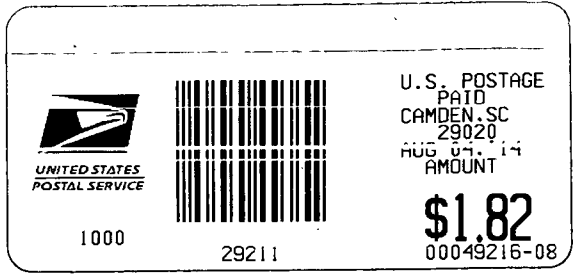
cc: Timothy Green  
Lee Correctional Institution  
990 Wisacky Highway  
Bishopville, South Carolina 29010

The Honorable G. Murrell Smith, Jr.  
Lee, Erter, Wilson, James, Hiller, & Smith, LLC  
Post Office Box 580  
Sumter, South Carolina 29151

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THE CAMDEN LAW FIRM, PA  
509 Walnut Street (29020)  
Post Office Box 610  
Camden, South Carolina 29021

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**The South Carolina Court of Appeals**  
**Post Office Box 11629**  
**Columbia, South Carolina 29211**

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