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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

RECEIVED

JUN 17 2016

G. Wells Dickson, Jr., Special Referee

SC Court of Appeals

Appellate Case No. 2016-001107
Case No. 2013-CP-45-295

Gilbert Brown and Sue Manaway,

Appellants

v.

Aimee Brown,

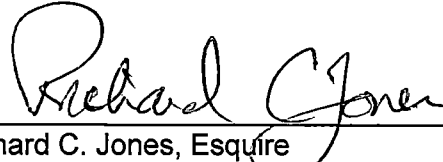
Respondent

MOTION TO BE RELIEVED AS COUNSEL

Attorney for Respondent, Richard C. Jones, Esquire, moves before this Court to be relieved as counsel for the Respondent based upon the following, but not necessarily limited, reasons:

1. Richard C. Jones, Esquire has not been retained to represent the Respondent in an appeal of this matter, and such services are specifically excluded from services undertaken in the initial fee agreement, a copy of which is attached hereto and incorporated herein by reference. Richard C. Jones would refer the Court to paragraph III of the attached fee agreement which excludes representation in an appeal.

2. Respondent has failed and refused to respond to telephone calls and email correspondence in violation of the fee agreement provision in paragraph X(C).
3. Respondent has failed and refused to respond to Richard C. Jones' correspondence of May 23, 2016, a copy of which is attached hereto and incorporated herein by reference, requesting that Respondent contact him to discuss defense of the appeal and outstanding past due attorney's fees and costs.



Richard C. Jones, Esquire
JONES, SETH, SHULER & JONES, LLP
Post Office Box 1268
Sumter, SC 29151
(803) 773-8676
ATTORNEY FOR RESPONDENT

Sumter, South Carolina

June 15, 2016

Other Counsel of Record:
M. Amanda Shuler, Esquire
Whetstone, Perkins & Fulda, LLC
Post Office Drawer 980
Kingstree, SC 29556

NOTICE:
SUBJECT TO RESOLUTION IN
ACCORDANCE WITH THE
RULES AND PROCEDURES
OF THE SOUTH CAROLINA
RESOLUTION OF FEE DISPUTES
BOARD

FEE AGREEMENT

I, Aimee Brown, the undersigned, do hereby retain Jones, Seth, Shuler & Jones, LLP of Sumter, South Carolina, as my attorney, to represent me in an action for Defense of Partition action.

I. **FEES:** In consideration of my attorney's representation as my attorney, I shall pay him fees and costs calculated as follows:

A. **ADVANCE ENGAGEMENT RETAINER FEE:** I shall pay an advance engagement fee of \$ 2500 to my attorney. I understand that this is an **advance fee and engagement retainer** and that my fee will be viewed as my attorney's property and shall not be held in his trust account until earned but will be **immediately deposited in and for the operations and/or compensation of my attorney**. I understand **this fee is earned** by the attorney in consideration of his undertaking of my representation in this case, and these fees shall be immediately deposited in his operations account for his immediate and unfettered use because this fee is his and earned upon my payment. The foregoing provisions concerning my attorney's fees are subject to the reasonableness requirements of Rule 1.5 of the South Carolina Rules of Professional Conduct which require that all fees charged be fair to the client. I further understand that I may be entitled to a refund of all or a portion of the fee if the agreed upon legal services are not provided. This advance engagement fee is paid by me in consideration of and for:

1. **CONFLICT:** The conflict that may arise because of my attorney's representation thus precluding other employment for my attorney to the detriment of my attorney and to my advantage.

2. **DEMANDS OF A CIVIL LITIGATION CASE:** In consideration of the unanticipated and anticipated court actions and motions requiring urgent responses from and by my attorney characteristic in the defense/prosecution of a civil case to the inconvenience of my attorney and to his detriment and my advantage.

B. **HOURLY RATE:** My attorney's hourly rate is \$300.00 per hour for each hour of legal services rendered thereafter. Further, this hourly rate shall apply to any attorney associated with my attorney as well unless otherwise provided in writing. My attorney shall keep reasonably detailed records of all time spent on my case in increments of tenths (.10) of an hour. Absent my specific request, my attorney shall

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present and/or mail such statements/bills to me at such times and on such schedule as he shall determine necessary. However, upon my request such statements/bills will be provided to me by my attorney.

C. **ADDITIONAL FEES:** I shall be required to pay additional fees beyond the above fee once the said fee is depleted in accordance with the above fees as calculated in 1/10 of an hour increments. Further, I understand these fees, if paid in advance, shall not be held in a trust account and will be deemed earned upon payment and deposited in my attorney's operations account. I understand that my attorney may establish a schedule of payment of anticipated expenses and/or fees due and/or anticipated expenses and fees. Further, such schedule shall become a part of this contract enforceable as such, including, but not necessarily limited to my attorney's right to withdraw from representation.

D. **ANTICIPATED FEES PAID:** I understand that my attorney may anticipate the fees and expenses to be paid in advance that may become due in my case and require that these fees and expenses be paid in advance of the services rendered. Such advance fees shall not be deposited into a trust account but shall be deemed earned upon payment and the property of my attorney deposited into his operations account. I understand that my failure to pay these anticipated fees and expenses as required by my attorney may constitute a breach of this agreement entitling my attorney to withdraw and terminate his representation of me. I further understand that these advance fees shall become the property of my attorney when paid and shall be deposited into his operations account immediately.

II. **EXPENSES AND COSTS:** I shall promptly pay, in addition to fees incurred for the services of my attorney, for any costs, expenses or investigations which may be needed, in the judgment of my attorney, in my case and will pay for necessary paralegal services, if applicable, at the rate of \$45.00 per hour. I authorize expenditure of necessary funds to assure a prompt and expeditious handling of my case by my attorney. I understand that should the action be withdrawn at my request or dismissed for any reason before its conclusion, I shall be responsible for any additional fees beyond the amount I have already paid. These costs and expenses shall include, but are not limited to: copies at \$.17 per page, filing fees, subpoena costs, deposition costs, transcripts, long distance telephone calls at the rate of \$.50 per minute for in-state calls and \$.50 per minute for out-of-state calls, mileage at \$.50 per mile, fees of process servers, messenger fees or extraordinary postage (such as express mail fees). If my attorney advances any costs or expenses, I agree to reimburse him upon receipt of his statement of the amount due.

III. **SERVICES NOT COVERED:** It is understood that my attorney's services do not include, unless otherwise agreed to in writing, any other matter which is not as set out above. The quoted fee arrangement does not anticipate the expenses and/or fees of an appeal to a higher court. All of my attorney's services and responsibilities in my case will end, if not otherwise agreed upon, upon written notice from my attorney that my case is closed or will be closed at the time stated.

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- IV. **EXPERTS:** Expert fees, such as, but not necessarily limited to, accountants, private investigators, appraisers, and personal service of others not of this office, are not included in our fees, and monies received as a minimum fee are not used to pay these services. I understand that I, not my attorney, am responsible for payment of these fees. All experts retained in this case are employed by me and are my employees. Any fees my attorney may advance to pay for expenses necessary in my case shall be collectable from me by my attorney under the same terms and provisions set forth in this agreement.
- V. **PAYMENT BY ADVERSE PARTY:** In the event that it is necessary to seek payment of all or a portion of my attorney's fees and costs from the adverse party in my case, then to the extent such fees are actually collected from the adverse party, and paid to my attorney, I shall receive a credit toward my bill with the understanding that I will at all times remain primarily obligated to pay my attorney for his services. Should any court award an attorney's fee or suit money in excess of the amount charged, then I will be entitled to any excess under the terms of this agreement. Should the adverse party or anyone or entity pay any funds into the office of Jones, Seth, Shuler & Jones, LLP, to, for, and/or on my behalf, this agreement authorizes Jones, Seth, Shuler & Jones, LLP, to exercise a retaining lien and/or a charging lien to withdraw any fees or costs due Jones, Seth, Shuler & Jones, LLP from such funds on account whether paid as fees, costs, expenses, settlement and/or reimbursement to the client.
- VI. **CHARGING LIEN:** I do hereby grant unto the undersigned attorney a **charging lien** and a **retaining lien** to allow him to withhold his reasonable fees and costs under the terms and provisions of this contract from any proceeds realized from the settlement. In recognition of my lawyer's co-ownership interest in the proceeds of this legal matter, and to secure payment by me to Jones, Seth, Shuler & Jones, L.L.P. of all expenses, court costs and attorney's fees I am obligated to pay under this agreement, I hereby grant to Jones, Seth, Shuler & Jones, L.L.P. a **charging lien** immediately applicable to this matter and any and all recoveries on my claims or causes of action, whether by settlement, collection of a judgment, or otherwise. I understand that the charging lien may be used to protect my lawyer's fee to reasonable compensation for work done in the event I discharge my lawyer without cause. I further agree that, as of the date of this contract, the value of any of my claims or causes of action is speculative and is dependent upon the services of my legal counsel for its potential to be realized.
- VII. **AUTHORITY:** I hereby authorize my attorney to handle this matter in the manner which he deems proper, inclusive of but not limited to granting and/or consenting to motions for continuance, amendment of pleadings and extensions of time, and to obtain any and all information necessary to the disposition of this case. I agree to cooperate with my attorney in every respect.
- VIII. **OTHER PROFESSIONALS:** I understand and agree that my attorney shall involve other professionals in his office inclusive of but not necessarily limited to lawyers, paralegals and legal assistants to pursue my case. The hourly rates to be charged for service on my case are as follows:

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Associate Attorney	\$ 200.00/Hr.
Paralegal	\$ 45.00/Hr.
Legal Assistant	\$ 30.00/Hr.
Messenger/Runner	\$ 15.00/Hr.

- IX. **PAYMENT:** By his execution of this instrument, my attorney agrees to serve as my attorney and to represent me in accordance with the terms stated above. Further, I do hereby agree to pay any reasonable attorney's fees which may result from collection efforts necessary to collect the above fees plus interest accrued at 12% on the amount due. I agree to mandatory, binding resolution of any dispute pertaining to this Fee Agreement in accordance with the Rules and Procedures of the South Carolina Bar's Resolution of Fee Dispute Board. I understand I may be entitled to a refund of a portion of the fee if agreed upon legal services are not rendered, and the foregoing provisions are subject to the reasonableness requirements of Rule 1.5 of the South Carolina Code of Professional Responsibility, which requires that all fees charged be fair to the client.
- X. **WITHDRAWAL:** Should I unreasonably fail to abide by the terms of this agreement and/or pay the above fees or expenses as I have agreed, I understand that my attorney may withdraw from my case, upon reasonable notice and upon receiving any necessary Court approval. I may withdraw my case from my attorney upon reasonable notice to him. However, my attorney shall be entitled to payment of the value of services rendered to that date as calculated above. I understand that my attorney shall be entitled to immediately be relieved as my lawyer upon the following, but not necessarily limited to, grounds:
- A. **HONEST WITH MY ATTORNEY:** My failure to be completely forthright and honest with my lawyer;
- B. **ATTORNEY'S FEES:** My failure to pay my lawyer fees as set out above.
- C. **COOPERATION WITH MY ATTORNEY:** My failure to correspond, meet, provide assistance to and cooperate with my attorney in the defense and/or prosecution of my case.
- XI. **LEGAL REPRESENTATION:** My attorney agrees that he shall devote his best efforts to represent me with zeal and that I am invited to contact him at any time as is reasonably necessary at his home and/or work phone at (803) 773-8676 (W) or (803) 773-4028 (H).
- XII. **MY ATTORNEY:** It is understood and agreed that the attorney shall at all times represent me consistent with his own style and approach to the practice of law to include, but not necessary limited to, referring to other attorneys by his/her first name, treating all with the deference and respect due ladies and gentlemen, and by congenial approach to all parties, witnesses and judges involved.
- XIII. **TERMINATION OF AGREEMENT:** This Attorney/Client relationship will terminate upon the delivery of a letter from my attorney indicating my file is closed. Any services which are required after the delivery of the letter indicating my file is closed will require another Fee Agreement between Attorney and Client. In the event that no such fee agreement is

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Initials _____

executed by the parties, then any further services and expenses shall be consistent with the terms and provisions of this agreement.

XIV. **FILE DESTROYED:** The Firm will retain significant portions of the Client's file for a period of six (6) years, unless otherwise agreed, after which time the file may be destroyed. Material appearing elsewhere may be discarded. The Client has the responsibility to request, promptly, any portion of the file that Client desires to retain.

XV. **AGREEMENT READ AND UNDERSTOOD:** I have read and certify that I understand the above agreement.

Sumter, South Carolina

Simone Brown
Client

Date: 7/30/13

Richard C. Jones
Jones, Seth, Shuler & Jones, LLP

CLIENT'S FULL NAME:

MAILING ADDRESS:

Guarantor

NOTICE:
SUBJECT TO RESOLUTION IN
ACCORDANCE WITH THE
RULES AND PROCEDURES
OF THE SOUTH CAROLINA
RESOLUTION OF FEE DISPUTES
BOARD

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Initials _____

May 23, 2016

Aimee Brown
1456 Ruger Drive
Sumter, SC 29150

RE: Gilbert Brown and Sue Manaway vs. Aimee Brown
Case No.: 2013-CP-45-295

Dear Ms. Brown:

Please find enclosed a copy of the Notice of Appeal filed with the South Carolina Court of Appeals on behalf of Gilbert Brown and Sue Manaway. Please be in touch with me so that we can discuss this matter. My fee agreement does not include the defense of an appeal, so I need to discuss my further representation of you in light of that fee agreement and the outstanding balance you owe to my office in the amount of \$3,165.00.

I look forward to hearing from you.

Sincerely,

Richard C. Jones
Attorney at Law

RCJ/mlb
Enclosure

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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JUN 17 2016

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

SC Court of Appeals

G. Wells Dickson, Jr., Special Referee

Appellate Case No. 2016-001107
Case No. 2013-CP-45-295

Gilbert Brown and Sue Manaway,

Appellants

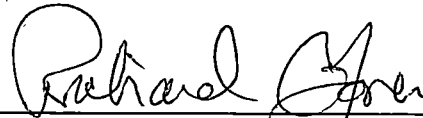
v.

Aimee Brown,

Respondent

PROOF OF SERVICE

I certify that I have served the MOTION TO BE RELIEVED AS COUNSEL by depositing a copy of it in the United States Mail, postage prepaid, on June 15, 2016, addressed to Appellants' attorney of record, M. Amanda Shuler, Esquire, Post Office Drawer 980, Kingstree, South Carolina 29556, and to the Respondent, Aimee Brown, 1456 Ruger Drive, Sumter, South Carolina 29150.



Richard C. Jones, Esquire
JONES, SETH, SHULER & JONES, llp
Post Office Box 1268
Sumter, SC 29151
(803) 773-8676
ATTORNEY FOR RESPONDENT

Jun 15, 2016

Jones, Seth, Shuler & Jones, LLP

Richard Cogburn Jones

J Cabot Seth

Franklin Maury Shuler

Richard Thomas Jones

Law Offices

5 Law Range

P.O. Box 1268

Sumter, South Carolina 29151-1268

Tel:

(803) 773-8676

Fax:

(803) 775-3461

Real Estate Fax:

(803) 774-2025

June 15, 2016

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SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Clerk of the South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

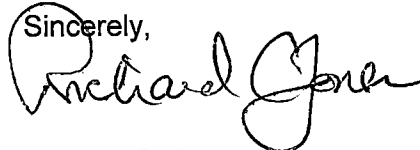
RE: Gilbert Brown and Sue Manaway vs. Aimee Brown
Case No.: 2013-CP-45-295
Appellate Case No.: 2016-001107

Dear Ms. Kitchings:

Please find enclosed the original and six (6) copies of the Motion to Be Relieved as Counsel, Proof of Service and filing fee in the amount of \$25.00. . Please return the additional filed copies to our office in the enclosed, pre-addressed and stamped envelope. By copy of this letter I am serving counsel of record for the Appellants and the Respondent, Aimee Brown, with the above-referenced documents.

Should you have any questions, please feel free to contact me.

Sincerely,



Richard C. Jones
Attorney at Law

RCJ/mlb
Enclosures

cc: M. Amanda Shuler, Esquire
Whetstone, Perkins & Fulda, LLC
P.O. Drawer 980
Kingstree, SC 29556

Aimee Brown
1456 Ruger Drive
Sumter, SC 29150

Jones, Seth, Shuler & Jones, LLP
Attorneys at Law
5 Law Range, P.O. Box 1268
Sumter, South Carolina 29151-1268

To:

The Honorable Jenny Abbott Kitchings
Clerk of the South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

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SC Court of Appeals

