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JAN 22 2019

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

Appellate Case No. 2018-001157

Manuel Antonio Marin, #343371, Appellant/Petitioner

v.

State of South Carolina, Respondent

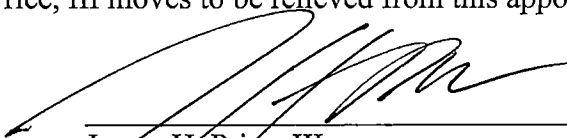
MOTION TO BE RELIEVED

By Order of this Court dated December 13, 2018, James H. Price, III was appointed to represent Petitioner Manuel Marin in connection with a Petition of Certiorari and related matters.

Mr. Price hereby moves to be relieved from this appointment for the following reason:

1. He represented Mr. Marin in connection with his post-conviction relief action only having been hired by Mr. Marin's sister. Mr. Price's contract/agreement with sister and client specifically excluded an appeal (see Paragraph 2, Page 2, of attached contract).

THEREFORE, Mr. James H. Price, III moves to be relieved from this appointment.



James H. Price, III
 SC Bar No.: 04562
 PRICE LAW FIRM, P.A.
 644 East Washington Street
 Greenville, South Carolina 29601
 (864) 271-3535
 (864) 242-6560 – Facsimile
 Email: chip@price-law-firm.com
 Attorney for Appellant/Petitioner

January 16, 2019
Greenville, South Carolina

JAMES H. PRICE, III, P.A.
ATTORNEY AT LAW
644 E. WASHINGTON STREET
GREENVILLE, SOUTH CAROLINA 29601

RETAINER AGREEMENT

Manuel Marin (Client) is, as of this date,
12/2/13 under investigation or charged in an indictment/warrant by The United
States of America/State of South Carolina in connection with
convicted of murder - Spartanburg County * This is to confirm,
in writing, the agreement concerning the retention of James H. Price, III, P.A., for legal
representation of Mr. Marin in connection with that investigation/
warrant/ indictment.

Attorney's Obligations and Warranties. We promise that we will use our best efforts and abilities as attorneys to obtain the best result possible under the circumstances. We will be primarily responsible for the overall progress of the case; however, we may, from time to time, utilize the assistance and support of others for certain matters. Such matters may include legal research and appearances in court. All such decisions regarding the assistance of support personnel will be made bearing in mind the best interest of the Client. We cannot, and do not, promise any particular result or disposition of the case.

Fee for Availability of counsel, Pretrial, and Trial Representation. This NON-REFUNDABLE RETAINER FEE for our availability and handling this matter through disposition shall not exceed fifteen thousand (\$ 15,000) * exclusive of trial fees. In the event of a trial, additional fees of no more than NA Dollars (\$ _____) are agreed upon and that amount must be paid to ATTORNEY no later than one week after the jury selection date or trial is scheduled, whichever is first. Trial fee includes only one (1) trial. In the event of a second trial (as a result of a mistrial or multiple cases) additional trial fees will be due as set forth in this contract. The parties agree that the Trial Fee is a reasonable payment for trial preparation in addition to time set aside on attorney's calendar for the trial itself. **THE CLIENT AGREES THAT FEES PAID ARE EARNED UPON RECEIPT.**

By my signature below, I am acknowledging that the above described fee agreement is specific and exclusive to the above referenced criminal charge. Should I face any new charge, I understand that a separate and additional fee agreement would be required for representation on the new charge.

Not a Strict Hourly Rate Agreement. It is understood that we are not entering into a strict hourly rate contract. This means that we will be obligated to devote such time as is necessary in this matter, but that our fee may not be increased based upon the amount of time expended. In setting the fee, we have taken into consideration the degree of difficulty of the case, the urgency of the matter, the potential for loss of other employment due to conflict, the necessity of declining

~~**~~ see last page * PCR case 1

other work so as to have the time available to properly attend to this matter, our degree of expertise in handling criminal cases, and the availability of our staff which includes a paralegal, investigator, and associated attorney.

It is agreed by the parties to this agreement that ATTORNEY'S representation of CLIENT under this agreement will terminate with the occurrence of dismissal of charges, verdict, judgment, settlement, or compromise, whichever occurs first.

ATTORNEY'S representation of CLIENT does NOT include representation of CLIENT on appeal, on motion made pursuant to the Federal Rules of Criminal Procedure Rule 35, or any other post-conviction or re-sentencing matters.

This agreement will be binding on the CLIENT AND CLIENT'S beneficiaries, administrators, personal representatives and successors in interest.

CLIENT confirms that this agreement has been concluded by negotiation and that the fees CLIENT have agreed to pay herein are not set by law but have been arrived at through negotiation. CLIENT further confirms that the fees set forth herein are only for ATTORNEY'S services as described in this agreement. Any services rendered by ATTORNEY to CLIENT on related matters arising out of the client-attorney relationship established herein will be made subject to a separate fee agreement and are not covered herein.

Client further agrees that his/her duties under this agreement include keeping ATTORNEY advised as to the current business and residence addresses and telephone number(s) of CLIENT.

CLIENT AND ATTORNEY AGREE THAT ANY DISPUTE REGARDING THE TERMS OF THIS AGREEMENT OR PAYMENTS DUE SHALL BE SUBMITTED TO MEDIATION BY THE FEE DISPUTE RESOLUTION COMMITTEE OF THE SOUTH CAROLINA BAR ASSOCIATION.

Costs and Expenses. The above mentioned fees do not include unusual costs and expenses incurred in connection with this case. Such expenses may include, but are not limited to: psychiatric, psychological and social work evaluations; filing fees; large photocopying costs; expert witnesses; jury selection and/or sentencing consultants; court reporter's transcript; and the costs of meals, lodging and travel for ourselves as well as experts and consultants when away from the city of residence. Any such costs will be discussed with and approved by Client before they are incurred except for routine office expenses.

Termination of Representation by CLIENT'S Dismissal of ATTORNEY. I understand that I have the right to terminate the attorney – client relationship with James H. Price, III, P.A., at any time. If so, I may be entitled to a refund of all or a portion of the fee should Mr. Price fail to provide me with the legal services that we have agreed upon. CLIENT agrees to pay to ATTORNEY, as compensation for services rendered to the date of said termination, that amount which shall be determined in mediation to fully compensate ATTORNEY for the services rendered on an hourly basis. Said compensation shall be based upon the prevailing hourly rates charged by

attorneys of like experience and expertise practicing in the field of federal criminal litigation in the County of Greenville at the time of termination. Fair and reasonable valuations of the complete services rendered are agreed by the parties to this contract to be an hourly rate of Four Hundred Fifty & no/100 (\$450.00) Dollars.

CLIENT and ATTORNEY hereby confirm that this Agreement is an integration of all prior representations and negotiations concerning the subject of this contract, it embodies all the terms and conditions of the contract between them and that there are no other terms, conditions, representations or understandings which are not included herein. CLIENT and ATTORNEY hereby confirm that this Agreement may not be modified except in a written document signed by all of the undersigned.

Receipt and Payment Schedule. The retainer and subsequent fees shall be paid as follows:

attorney hired by client's sister. attorney will be paid \$5000.00 to do initial evaluation of case = review trial transcript, meet with Mr. Martin, etc. If attorney decides pct has merit and family wishes to hire attorney, additional \$10,000.00 will be paid prior to attorney putting his name on the case.

Attorney at Law
By: James H. Price, III, P.A.

Date 12/2/13

I have read and understand the foregoing Retention Agreement, consisting of two (2) pages, and agree to the terms set forth herein. Client understands that timely payment of fees is required. Failure to pay fees as agreed may lead to attorney being released from contract and case. If client fails to pay fees as agreed, client consents to Attorney being released from contract.

Client

Date

PRICE LAW

644 E. Washington Street | Greenville | SC 29601
P 864.271.3535 F 864.242.6560 | price-law-firm.com

January 16, 2019

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JAN 22 2019

S.C. SUPREME COURT

The Honorable Daniel E. Shearouse
Clerk of Court
Supreme Court of South Carolina
P.O. Box 11330
Columbia, South Carolina 29211

**Re: Manuel A. Marin, #00343371 v. State of South Carolina
Appellate Case No.: 2018-001157**

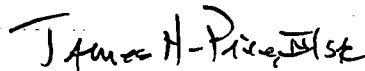
Dear Mr. Shearouse:

Enclosed you will find the following for filing with your office:

1. The original/copies of a Motion to be Relieved;
2. My firm check made payable to the Supreme Court in the amount of \$50.00 for the filing fee; and
3. A self-addressed stamped envelope for the return of the clocked in/filed copies to me.

Thank you very much for your assistance.

Yours very truly,

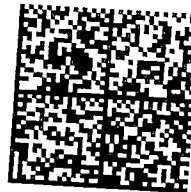


James H. Price, III

JHP/sac
Enclosures
Cc: Manuel A. Marin

PRICE LAW

644 E. Washington Street | Greenville | SC 29601



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01/16/2019

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The Honorable Daniel E. Shearouse
Clerk of Court
Supreme Court of South Carolina
P.O. Box 11330
Columbia, South Carolina 29211