

January 12, 2020

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

RECEIVED

JAN 21 2020

S.C. SUPREME COURT

RE: Fred R. Halcomb, Jr., v. State of South Carolina Appellate case No. 2019-000476

Dear Mr. Shearouse:

I previously sent you a letter dated January the 8th 2020 in regards to my request to opposing MR. Jeremy A. Thompson being removed as counsel and I had two separate document's I needed to malce copies of prior to me mailing them to you for your review with my letter. I sincerely hope you will be able to assist me with this matter as MR. Thompson should not be able to be removed as my attorney since I fulfilled the entire fees while he has not fulfilled what he agreed to do for the stated amount in the contract.

I thank you for your time and any assistance you may provide me with the above mentioned matter. I hope to receive a response at your earliest convenience.

Sincerely Yours

Fred R. Halcomb

Fred R. Halcomb Y24362



LAW OFFICE OF
JEREMY A. THOMPSON
LLC

December 23, 2019

Fred Halcomb, Jr., #Y24362
Stateville Correctional Center
P.O. Box 112
Joliet, IL 60434

RE: Fred Halcomb, Jr., #311091 v. State of South Carolina; 2019-000476
File Number: 17-0007-R

Dear Mr. Halcomb:

For the first time in over nine years since I opened my practice, I am making a significant change in my career as a lawyer. I have been offered, and I have accepted, a position with the Appellate Division of the Federal Public Defender's Office in Columbia, South Carolina. My start date is currently scheduled for February 3, 2020. Since I have accepted this position, I will have to close my office as I am not permitted to represent clients in a private practice capacity while I am employed by the Federal Public Defender's Office.

As it pertains to your case, this means that I will move to be relieved as counsel on or before January 13, 2020. My removal as counsel has two main consequences: (1) the status of representation in your case moving forward; and (2) the terms of my fee agreement and whether or not fees are owed or unearned fees will be refunded. In your case, both issues are relatively easy to resolve. With regard to the status of representation, you have two options available to you. The first is to request that Appellate Defense represent you moving forward on your PCR appeal. I enclose an affidavit of indigency with this correspondence as well as a self-addressed stamped envelope which you can use to mail back the completed affidavit to me. If you choose to seek appointed representation, please ensure that you sign the affidavit in front of a notary, as Appellate Defense will not accept an affidavit that is not notarized. You can also choose to hire another attorney to represent you. If you would like to hire another lawyer to represent you, my recommendation is Dayne Phillips. This is his contact information:

Dayne C. Phillips
Price Benowitz LLP
1614 Taylor Street, Suite D
Columbia, SC 29201
803-272-4503

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JAN 21 2020

S.C. SUPREME COURT

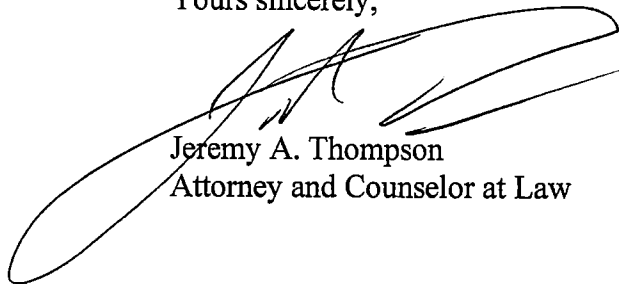
Fred Halcomb, Jr., #Y24362
December 23, 2019
Page 2 of 2

I have already spoken with Dayne about his potential representation of my clients and he is ready and able to take on my clients' cases if he is hired to do so. Obviously, you are free to make any decision regarding representation that you so choose. It is my recommendation in your case that you save your money for an attorney to either represent you on a retrial or on a federal habeas petition, and to utilize Appellate Defense for the remainder of this appeal.

With regard to the status of fees, I have made the decision not to request fees which are owed for the work that I have done, and I will not charge any additional fees moving forward. In your case, I have earned the fees that I have been paid, so there will be nothing to refund to your family. At the final conclusion of the case, I will send out all invoices that have been prepared for fees and/or expenses to both my clients and the individual who has paid their fees. I anticipate that these letters will be sent out the week of January 27, 2020.

I have already spoken to your mother about this situation. It is my expectation to schedule a phone conference to discuss this matter in greater detail no later than the week of January 6, 2020. With my best regards, I am,

Yours sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'JAT', is written over the typed name and title of the sender.

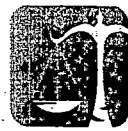
Jeremy A. Thompson
Attorney and Counselor at Law

JAT/
cc: Michael Petrocine

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JAN 21 2020

S.C. SUPREME COURT



LAW OFFICE OF
JEREMY A. THOMPSON
LLC

July 20, 2017

Michael Petrocine
5 Florence Street
Beach Lake, PA 18405

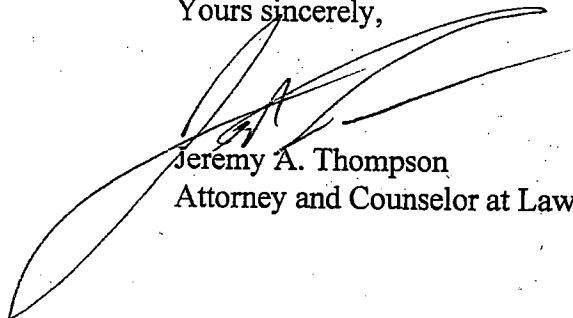
RE: Fred Halcomb, Jr., #311091 v. State of South Carolina
File Number: 17-0007-R

Dear Mr. Petrocine:

Enclosed please find a fee agreement which details our agreement for me to represent Fred Halcomb, Jr., in connection with an appeal to the Supreme Court of South Carolina. I would appreciate if you would read over this document carefully and, if it meets with your approval, sign the last page in front of a notary. Once you have completed the fee agreement, I would appreciate your sending it back to me in the enclosed self-addressed, stamped envelope. Please note that the fee agreement calls for you to make your first \$500.00 fee installment payment by March 1, 2018. If you have any questions about anything detailed in this fee agreement, please do not hesitate to contact me.

I sincerely appreciate your decision to hire me to represent Mr. Halcomb and I thank you for your trust in me and my law firm. With my best regards, I am,

Yours sincerely,


Jeremy A. Thompson
Attorney and Counselor at Law

JAT/

Enclosure

cc: Fred Halcomb, Jr., #311091



FEE AGREEMENT

THIS agreement is made and entered into by and between the Law Office of Jeremy A. Thompson, LLC (hereinafter "the law firm"), in the person of Jeremy A. Thompson, Esquire (hereinafter "Attorney Thompson") and Michael Petrocine on behalf of Fred Halcomb, Jr. (hereinafter "Client"), this 20 day of July, 2015. This agreement is entered with the full knowledge and approval of Client.

SCOPE OF REPRESENTATION

Attorney Thompson agrees to represent Client regarding the following matter: Client's appeal to the Supreme Court of South Carolina from the grant or denial of Client's Application for Post-Conviction Relief. This includes appearance at any and all hearings on behalf of Client in this matter before the Supreme Court, as well as preparation of any and all motions, briefs, orders, memoranda of law, etc., as may be necessary to properly represent Client.

SAID REPRESENTATION SPECIFICALLY EXCLUDES REPRESENTATION ON ANY SUBSEQUENT APPEAL OR COURT ACTION, INCLUDING AN APPEAL TO THE UNITED STATES SUPREME COURT OR A FEDERAL HABEAS CORPUS ACTION.

PAYMENT OF FEES

Attorney Thompson agrees to provide the representation outlined above for a total fee of \$15,000.00. Michael Petrocine has paid a retainer fee of \$7,000.00. Michael Petrocine agrees to make sixteen \$500.00 monthly installment payments towards the remainder of the fee which are each due the first day of each month beginning on March 1, 2018, and ending on June 1, 2019.

Attorney Thompson agrees to place all payments towards the fee in the law firm's trust account and bill monthly against the fee at a rate of \$300.00 an hour. Attorney Thompson agrees to send Michael Petrocine copies of all invoices documenting the amount of time spent on the case and the amount of the fee transferred from the law firm's trust account to the law firm's operating account.

In the event there is any portion of the fee remaining at the conclusion of the case, the remainder of the fee will be treated as earned and will be transferred to the law firm's operating account. **Attorney Thompson expressly agrees that Michael Petrocine will not be charged any additional amount in fees once the total fee of \$15,000.00 has been earned by the law firm.**

FEE AGREEMENT FOR FRED HALCOMB, JR.

July 20, 2017

Page 2 of 3

PAYMENT OF EXPENSES

In addition to Attorney Thompson's fee, it is agreed that Michael Petrocine will be responsible for all costs accrued during Attorney Thompson's representation of Client in this matter. These costs include, **but are not limited to**, automobile travel expenses computed at the prevailing IRS rate, hotel expenses, filing fees, the costs of transcripts, copies over 20 pages (billed at 20 cents a page), postage for any mailing \$1.00 and over, and the actual cost of meals. Attorney Thompson agrees to keep detailed records of costs accrued and to bill expenses on a monthly basis. Michael Petrocine has agreed to deposit \$1,000.00 in the law firm's trust account to bill expenses against. **In the event that the cost of expenses exceeds the amount on deposit, Michael Petrocine will be billed for the balance not covered by the funds on deposit. In the event the total cost of expenses are less than the amount on deposit, Michael Petrocine will be refunded any funds remaining in trust after all expenses have been paid at the conclusion of the case, provided that the fee has been paid in full.**

NONPAYMENT OF FEE AND EARLY TERMINATION

In the event the terms of this agreement are not complied with by Michael Petrocine, Attorney Thompson reserves the right to move to be relieved as counsel in Client's case. In the event representation of Client is terminated on Attorney Thompson's motion, Attorney Thompson will promptly calculate all outstanding fees and expenses and bill that total against the amount held in trust to pay for both fees and expenses. At the conclusion of this final billing, any funds remaining in the trust account will be returned to Michael Petrocine.

If, at the conclusion of the case, Attorney Thompson has not elected to move to be relieved as counsel but a portion of the fee has not been paid, Michael Petrocine agrees that Attorney Thompson may pay any outstanding balance on the fee with any funds remaining to pay for expenses in lieu of collecting this amount directly from Michael Petrocine.

If at any time Client or Michael Petrocine decides not to proceed with the terms of this agreement and terminate representation, Attorney Thompson will promptly calculate all outstanding fees and expenses and bill that total against the amount held in trust to pay for both fees and expenses. At the conclusion of this final billing, any funds remaining in the trust account will be returned to Michael Petrocine.

FEE AGREEMENT FOR FRED HALCOMB, JR.

July 20, 2017

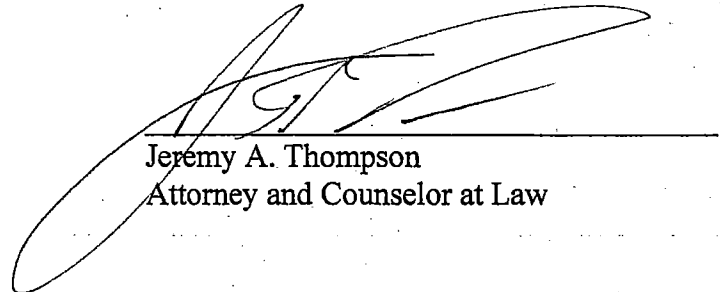
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BEST EFFORTS

ATTORNEY THOMPSON AGREES TO USE HIS BEST EFFORTS IN REPRESENTING CLIENT IN THIS MATTER; HOWEVER ATTORNEY THOMPSON HAS GIVEN NO ASSURANCE REGARDING THE OUTCOME OF THIS MATTER OR THE PROBABILITY FOR A SUCCESSFUL DISPOSITION.

The parties hereby agree that this Fee Agreement contains the entire agreement of the parties; that this Fee Agreement supersedes all prior promises, representations and statements of the parties; that this Fee Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Fee Agreement, are null and void.

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



Jeremy A. Thompson
Attorney and Counselor at Law

Michael Petrocine

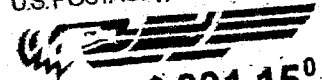
SIGNATURE OF MICHAEL PETROCINE
SUBSCRIBED AND SWORN TO before me
This ___ day of _____, 2017.

(L.S.)
Notary Public for _____
My Commission Expires: _____
(must be sealed if notarized outside of South Carolina)

IDOC LEGAL MAIL



U.S. POSTAGE» PITNEY BOWES



ZIP 60434 \$ 001.15⁰
02 4W
0000371311 JAN 13 2020

The Honorable Daniel E. Shearouse

clerk, South Carolina Supreme Court

P.O. Box 11330

Columbia, S.C. 29211

AHV: Appellate Case No. 2019-000476