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ENGAGEMENT OF SERVICES FOR GUARDIAN AD LITEM

1. **Purpose of the Guardian Ad Litem.** Derrick H. Wilson has been appointed to serve as Guardian Ad Litem in your case for the purpose as directed by the judge.
2. **Rates.** The Guardian Ad Litem charges an hourly rate of \$200.00 per hour for attorney time and \$95 per hour for paralegal time.
3. **Retainer Fee.** An initial retainer of \$1,500.00 is required for the Guardian Ad Litem to begin work on the case. Each party shall pay their portion as directed by the Court order and prior to any work being performed by the Guardian. This retainer will be credited by the time expended by the hourly rate. The retainer fee is NOT an estimate of the total cost of services but is an advance toward the total cost.

To the extent that the Guardian Ad Litem puts your retainer fee in a pooled trust account, you waive any right to have a separate account opened for money you provide to the Guardian Ad Litem. Even though the Guardian Ad Litem's trust account is subject to the requirements of IOLTA, you acknowledge that your payments do not need to be deposited into any interest bearing account.

4. **Billing Policy.** The billing for fees will be based on an hourly charge as set out above. The hourly rate shall include time spent on the file including but not limited to correspondence; conferences; interviews, investigation, telephone calls; e-mail; research; pretrial and discovery; hearing preparation; drafting of documents; negotiations; court time; travel to and from locations away from the office. The Guardian Ad Litem's paralegal will be used to draft some documents, process paperwork, process filings with the Court, and provide support services, which will be billed at the paralegal's lower hourly rate.
5. **Computation of Time.** It is the practice of the Guardian Ad Litem's office to compute time at .1 per hour of time expended. Actual time expended will be billed, at a minimum of .1. Charges for correspondence, telephone calls or document review will be made

whether they are initiated by or received by the Guardian Ad Litem and/or his paralegal.

6. **Expenses.** If any out-of-pocket costs or expenses or other costs are incurred including, but not limited to, court costs, overnight express and deposition costs, mileage, certified mailing, copy charges, these costs must be reimbursed by the client. The Guardian Ad Litem will consult with the parties prior to advancing any expenses in excess of \$50.00.
7. The apportionment of the Guardian Ad Litem's fees shall be paid as ordered by the Court.
8. **Wireless Phones and Electronic Mail.** If you furnish us with a cell phone number or e-mail address, we will assume that we can call you or e-mail you and that it is an acceptable form of communication for you.
9. **Interest.** We cannot finance your litigation and it is further necessary that you make payment as bills are rendered. Prompt payment is vital to our ability to efficiently provide quality legal services to all clients. A late fee of 1% per month will be imposed on any unpaid balance. All payments received on account for fees billed will be credited first to the oldest charges on your account.
10. **Lien.** The Guardian Ad Litem shall have a lien on all file documents, property or money in Guardian Ad Litem's possession for the payment of all sums due from the parties to the Guardian Ad Litem under this Agreement. In addition, the Guardian Ad Litem shall be entitled to a lien insuring that, if the Guardian Ad Litem elects, payment to the Guardian Ad Litem will come from the recovery of any litigation as governed by law.
11. **Enforcement of Agreement.** In the event it is necessary to institute legal proceedings against the party(s) for the collection of fees due to this Agreement, the party will pay, in addition to any judgment for such fees and costs, all costs and expenses necessitated thereby, including reasonable attorney fees for such legal action.
12. **Severability.** The provisions of this Agreement are severable. If one provision is found by a court to be void or unenforceable, that provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. In all cases, the Guardian Ad Litem will receive a reasonable fee not less than his hourly rate.
13. **File Copies.** During the course of your case, we will provide you with copies of pertinent correspondence and documentation received or mailed in your case at our election. Your file in our office is subject to destruction within three years. Thus, it is essential for you to maintain your copies. If you request any copies from your file after we have closed your file, you will be required to pay any copy costs incurred.
14. This Agreement shall be governed by the State of Indiana.
15. This Agreement shall be for the benefit of and insure to the benefit of all the parties,

heirs, successors and assigns. This Agreement shall not become effective until it is executed by both parties and the initial retainer, as set out above, is paid.

16. **Communications with Attorney.**

- a. If either party desires to speak with the Guardian Ad Litem, the party is requested to contact the Guardian Ad Litem's office to schedule a telephonic or in-person conference. The party should feel free to relay information and messages through the Guardian Ad Litem's staff. However, a scheduled telephonic conference call or in-person meeting is most productive and efficient for exchange of information, documentation, and communications with the Guardian Ad Litem.
- b. If the party is in need of urgent communication with the Guardian Ad Litem, the party should relay the details of such urgent matter to Guardian Ad Litem's staff so that a determination may be made by the Guardian Ad Litem as to the urgency of the matter and the call will be returned on a priority basis.
- c. The Guardian Ad Litem welcomes the party to communicate with him via e-mail. Email is an easy and efficient way to communicate. This will in turn allow our office to provide a direct, appropriate and personal response to your question(s). Feel free to email Derrick at dhw@mattoxwilson.com or Rebekah at rebekah@mattoxwilson.com. We will prioritize responses to email in the same manner as all other matters. However, if you do not receive a response within 48 hours, feel free to call or send a follow-up email to ensure it was received.

If the communications in the e-mail become lengthy or complicated, it may be recommended that a telephonic or in-person conference be scheduled. Also be aware that both parties will be charged for reviewing and responding to email, just as any other work performed in the case.

We, the parties, warrant that we have read the foregoing Agreement, understand its contents and enter into it knowingly, freely and voluntarily.

Signature

Dated: _____

Printed Name: _____



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