

Property Location:

1977 Indian Crest Dr.
Indian Springs, AL 35124
Shelby County

Map:

Parcel: 10 5 21 0 002 065.002

Deed Book:

Page:

Instrument no: 19950000515400000



20160325000097010 1/10 \$41.00
Shelby Cnty Judge of Probate, AL
03/25/2016 12:00:52 PM FILED/CERT

Grantee:

McLauren, Debra E

NOTICE OF CONSENT LIEN ON REAL PROPERTY

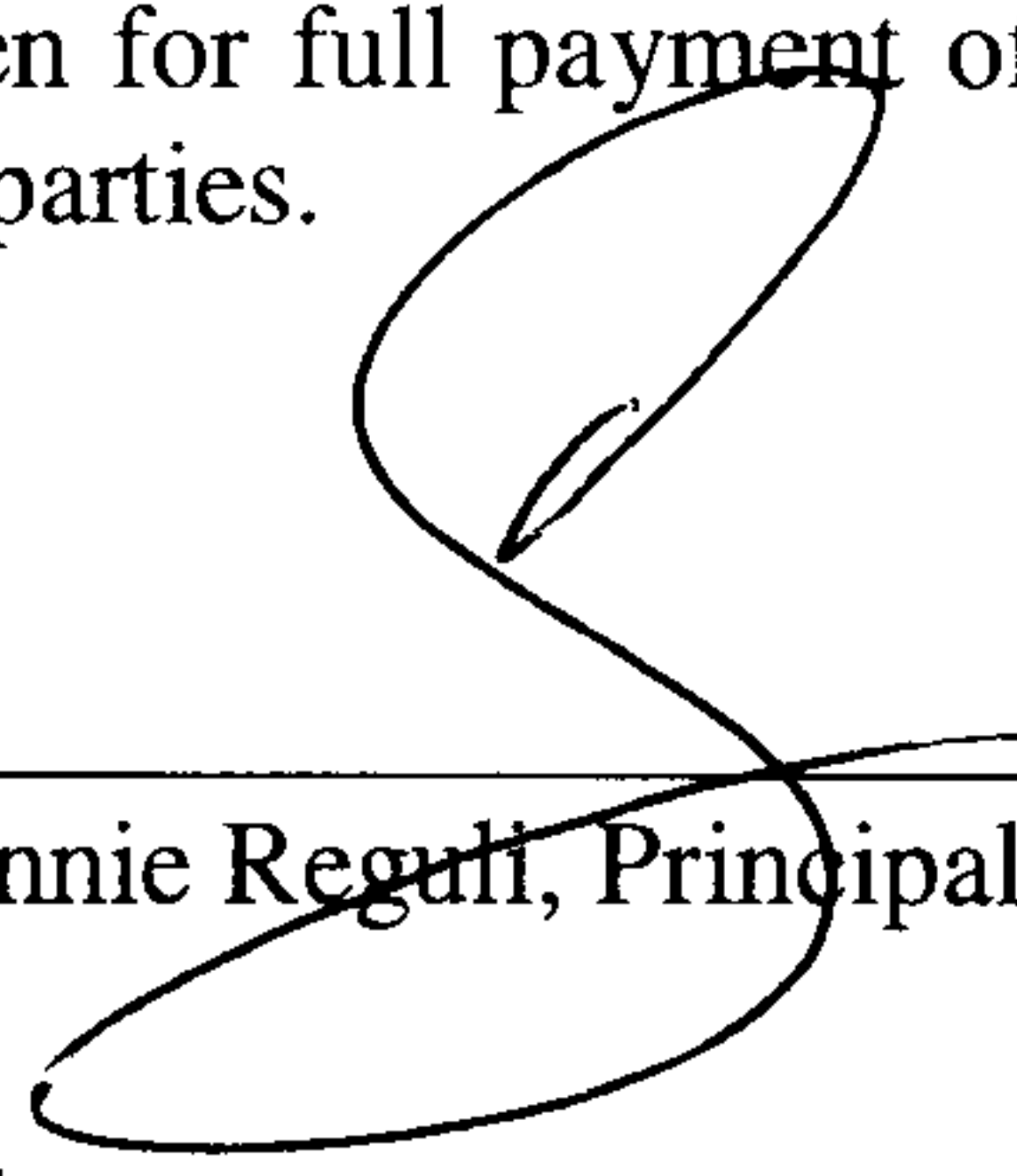
Upon the duly executed contract by Debra McLauren and Michael Nalepka (hereinafter referred to as parties) on March 1, 2014 in Williamson County, Tennessee (attachment one), said parties consented to a lien on their real property interest for all unpaid amounts due under the contract to the benefit of **LAWCARE FAMILY LAW CENTER, P.C.** (see page 6, para. three)

Attached herein is the last invoice provided to parties reflecting a balance due in the amount of **\$70,617.20** (seventy thousand six hundred seventeen dollars and twenty cents) (attachment two) In accordance with the contract provisions, any fee entry not disputed within thirty days of receipt of the monthly invoice is deemed due and payable. No notice has been timely received disputing any entry. (page six, para two)

In addition, to the invoice amount, parties agreed to late fees at the rate of \$15.00 per month in which the balance is not paid; and interest at the rate of 1.5% per month on the unpaid balance. (page six, para five)

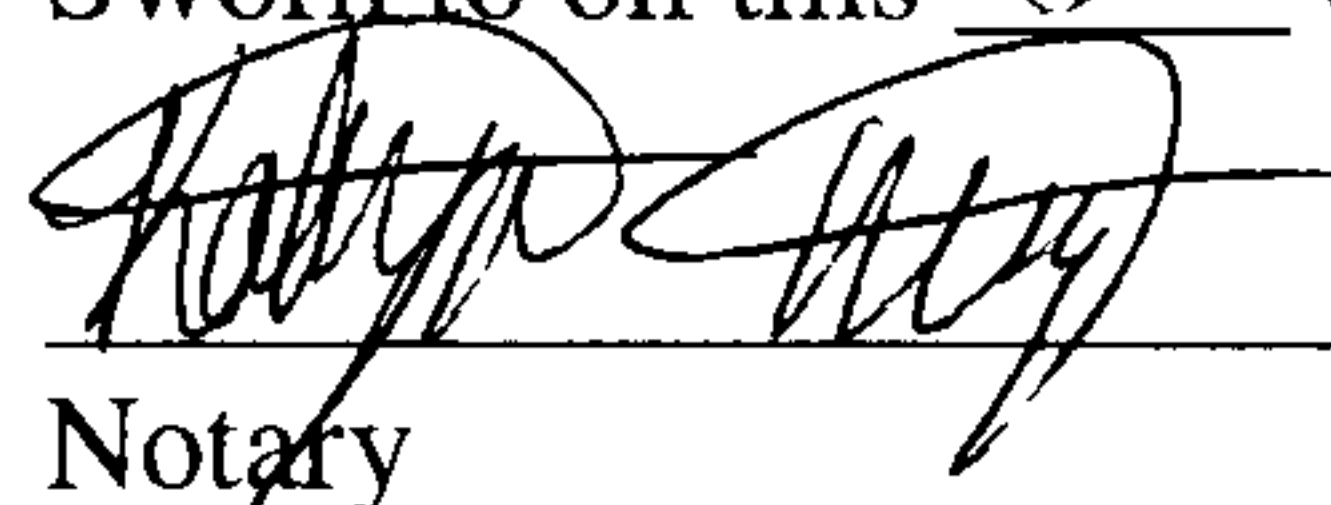
These statements are true and correct and therein a lien for full payment of fees due under the contract is recorded against the property interest of the parties.

This is the 8th day of MARCH 2016.



Connie Reguli, Principal

Sworn to on this 8th day of March 2016.



Notary

My commission expires: 11-13-2017



1646 Westgate Circle Suite 101
Brentwood, Tennessee 37027
615-661-0122
Fax 615-661-0197
www.TennFamilyLaw.com



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EMPLOYMENT AGREEMENT

CLIENT:

This agreement is between LawCare – Family Law Center, P.C. (hereinafter referred to as LawCare or the firm) and the client named herein. The client is the person whose interests are at stake in the litigation or settlement of this matter. Any other persons, whether they are entering into this agreement for the purposes of the payment of legal expenses or any other reason are not considered the “client”.

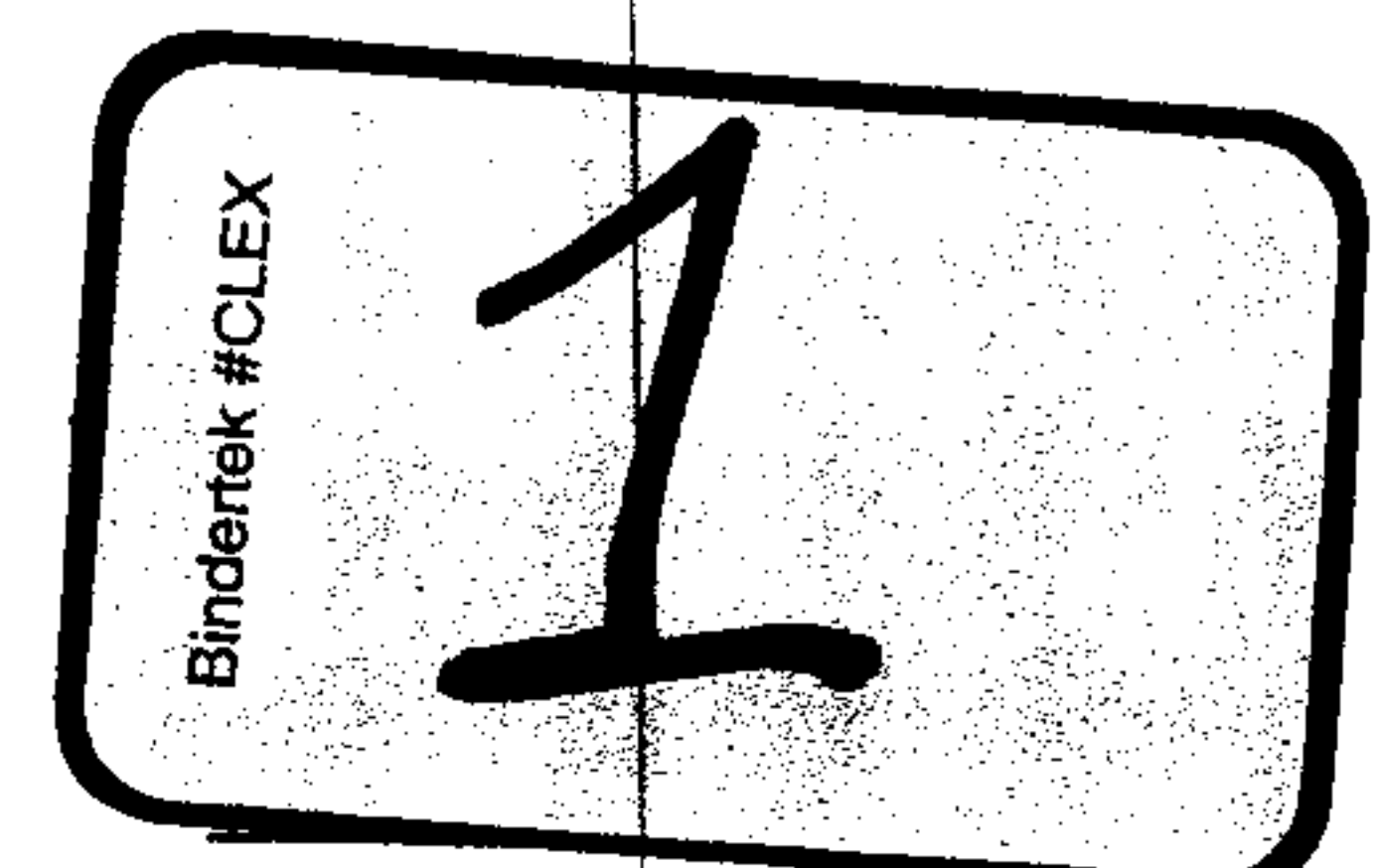
In this case, the client is
Michael Nalepka and Debra McLaren

SCOPE OF REPRESENTATION:

This letter is my express agreement to employ the attorneys and legal assistants of LawCare – Family Law Center, P.C. (hereinafter referred to as ‘counsel’ to represent me in the below listed case:

Plaintiff / or anticipated plaintiff	Michelle Lipford	County	Williamson
Defendant / or anticipated defendant	Client	Court	JV
Type of Case	D / N	Case No	
Status	Pending	Judge	Guffee

Any further representation requested beyond the scope of this agreement will be considered as a new employment relationship and will require an additional agreement.



FEES:

Legal services:

All services are billed in quarter hours with a minimum quarter hour charge. ✓

"Services" includes all documents and letters prepared, all telephone calls and emails, all communications with opposing counsel and their staff, communication with witnesses or any other person necessary for the preparation of this case, all court appearances and time spent in court, all time spent in preparation, all time spent on legal research necessary for the preparation of this case, review of all records, all meetings with client or other person involved in the case, legal research, preparation of memos and briefs, and any other activity of the attorneys or staff of LawCare.

Fees are scheduled as follows:

Connie Reguli, Attorney at Law	\$300 per hour
Other Associate attorneys	\$125 to \$200 per hour
Legal Assistants	\$110-\$95 per hour
Other support staff	\$50 per hour

[Handwritten: 3?]

Costs: All costs, including, but not limited to court costs, copies, courier services, court reporters, mailing, long distance calls and costs involved in the reproduction of records are also the sole and complete responsibility of the client and shall be either paid by the client directly or added to the clients billing. Document production, drafts and copies are billed at \$.15 (fifteen cents per page)

Normal business hours are: Monday through Thursday 8:30 a.m. to 6:00 p.m. Fridays from 8:30 a.m. to 2:30 p.m.

Service outside of normal business hours: All services, telephone calls, meetings, mediation performed other than normal business hours and such demand on time being so placed by the client are billed at **\$350** per hour whether said services are performed by legal counselor, paralegals, legal assistants or any other staff member.

Emails: All email reviews and responses will be billed at normal billing rates per hour as outlined above. A minimum fee is associated with all email communication whether it is with the client, other attorneys, witnesses, experts and any other communication related to the case.

Travel is billed at **one-half** the hourly rate of the person providing the service. (outside of Williamson and Davidson Counties)

All court appearances, mediations and depositions are billed for a **minimum of two hours**.

Facilities rental: When required for the purposes of depositions or conferences, conference center expenses for services outside of our office for which there is a fee will be billed to the client.

OFFICE APPOINTMENTS/CANCELLATION OF APPOINTMENTS / FAILURE TO SHOW UP FOR APPOINTMENTS: In-office meetings are set in advance by appointment. Walk-In meetings are discouraged as it is unlikely that your needs can be met as a walk-in. There is no guarantee that the attorney primarily handling the case will be available. To the extent possible, someone will meet with you.

Any **cancellation of appointments must occur by 9:00 a.m. on the business day previous** to the day of the appointment. If the appointment is on Monday, the deadline for cancellation is 9:00 a.m. Friday. If you fail to cancel as stated, you may be charged a minimum of one hour of legal services or the amount of time which has been aside for the appointment whichever is greater.

COURT APPEARANCES OF CLIENT: You will need to appear in court for certain hearings. Any hearing requesting the court to hear evidence regarding child placement and child or spousal support will **require your appearance**.

You do NOT need to appear for a Motion to Set, Motion for Default, Motion to Compel, Motion to Waive Educational Seminar, or a Motion to Substitute Counsel. If you are not sure if your attendance is required you may contact your staff assistant on the case.

RETAINER: That a retainer \$3,000 will be held and the hourly fees will be charged against this retainer. Once the full amount of the retainer has been used for legal services, an additional retainer may be required, depending on the status of the case. Failure to comply with the request of additional retainer may result in the termination of the attorney-client relationship. If services are completed or ended prior to the expiration of the funds held in escrow, the return of the funds will be at the discretion of the firm in accordance with Formal Ethics Opinion 92-F-128. If the matter is uncontested, all fees due will be paid prior to the setting of the final hearing. If the case is set for a trial, the client will escrow sufficient funds to cover the appearance of counsel for trial and for preparation of the final order. Client will continue to make payments into retainer and agrees that legal services can be suspended if funds are not held in escrow to cover the services requested. Further, failure to make timely payment on monthly invoices can result in a suspension or termination of services.

FEES DUE PRIOR TO FINAL HEARINGS: Upon anticipation of the final hearing in a contested matter, LawCare will request that the anticipated costs and legal services for the preparation of the final hearing, the final hearing and the final order be paid and/or secured eight weeks in advance or prior to setting the final hearing, as determined by LawCare. The client may anticipate that they will deposit with this office \$2,400 (two thousand four hundred dollars) for each and every day or part of a day that is set for the final hearing. In addition this office may provide an estimate of the time needed for preparation of the hearing which will be provided to the client. It is important that these fees be satisfied as agreed upon as requested by counsel.

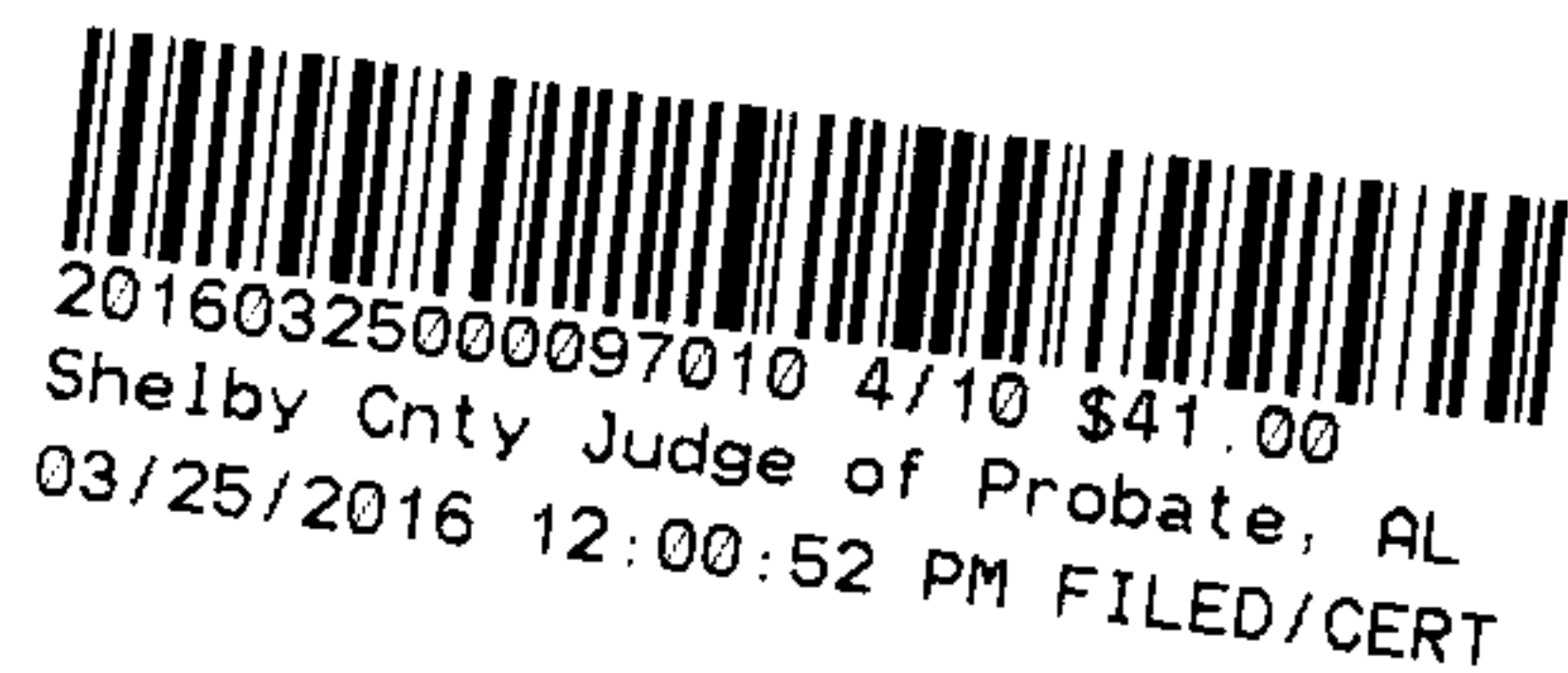
RETURN CALLS AND CASE STATUS: LawCare operates on a day-to-day basis by appointment. If you have questions while this case is pending or you would like a status meeting, you may call the office and request a phone or office appointment. Unscheduled calls made for questions concerning a letter or pleading received will not be productive as counsel needs the opportunity to review and respond. Your best results and most effective representation will come when you are able to review the attorney response or have a schedule conference with your attorney. Again, if you need information that you feel you have not received, you should set an appointment.

CONFIDENTIAL COMMUNICATIONS:

All communications regarding the facts, theories and prosecution of litigation are considered confidential communications and cannot be disclosed to any person other than the client. The client is the party of interest in the litigation. We do not consult about your case with anyone other than the client, or other professionals that are directly related. We do not discuss the case with family, work associates, or friends. If you desire that another person participate in a meeting or phone call you must understand that you are waiving the confidentiality of the conversation.

EMAIL COMMUNICATION:

You may correspond with counsel through email communications. However, you must affirmatively acknowledge that you will accept email responses from counsel within this document. Please remember that email communications are billable as described above. Keep your communication concise. *Do not forward miscellaneous materials or emails for entertainment purposes* to counsel without requesting permission to do so. All emails will be billed.



A handwritten signature, possibly "M. J. [unclear]", is written in the bottom right corner of the page.

CLIENT will receive communication from your office by email at this email address: _____ initial

Email Address: mnalepka@comcast.net

WRITTEN COMMUNICATION:

Client will be forwarded copies of all correspondence and pleadings between counsel and witnesses. Client may forward to counsel by U.S. Mail, electronic transfer or fax, notes and information about the case.

CLIENT will receive copies of correspondence, pleadings, contracts etc. by email and will not require a follow up hard copy via mail: _____ initial

Email Address: mnalepka@comcast.net

COMPLETE AND HONEST COMMUNICATION:

Client will provide counsel with complete and honest communication about all matters related to this case. If counsel discovers at any time that the client has proffered information that is contradicted by evidence, counsel may immediately terminate the representation of the client and client will pay for all time of counsel required to terminate these services.

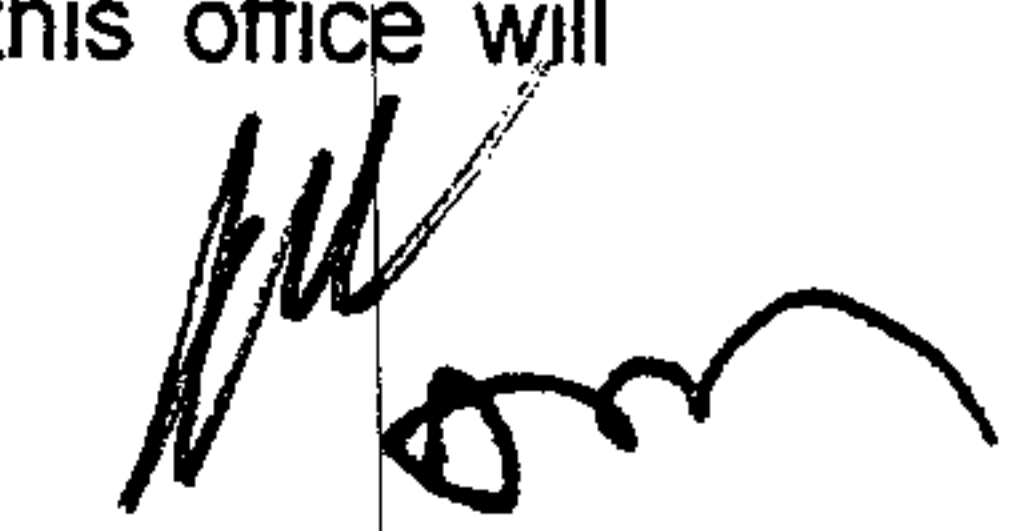
RELEASES OF INFORMATION:

From time to time counsel will need to obtain a release of information from you for medical, mental health or employment records. Client will execute these releases as requested.

WITNESSES AND TRIAL PREPARATION: As we prepare for a contested hearing, you will be asked to participate in contacting potential witnesses that are necessary to present your case to the Court. You will need to provide the names, addresses and phone number of any witness you would like to be considered at least six weeks prior to the hearing. All witnesses must be disclosed prior to the final hearing in the written discovery process or at least three days prior to the hearing if there has been no written discovery. It will take at least three weeks to have subpoenas served. If this is a friendly witness, you will be expected to contact this witness about their court appearance. If this is a hostile witness, we will not be amply prepared unless we conduct a preliminary deposition. If you cannot afford the cost of this preliminary deposition, LawCare counsel may elect not to call the witness for the final hearing.

EXPERT TESTIMONY: If you or CLIENT feel that we need expert testimony for any purpose, our office will review with you the experts that we have used in the past and those whom we have information that might be able to offer the testimony we are seeking to present to the Court. From time to time it may be necessary to employ other professionals, including but not limited to investigators, process servers, court reporters, psychologists, and accountants, attorneys in other areas of specialty, engineers, medical professionals, expert witness recruiters, educational experts, tax consultants, and other professionals for the preparation of this case.

Experts will require fees up front to review the case or take the necessary preparatory acts. It may also require a deposition of the expert prior to the final hearing. The client will be required to pay the expert fees in advance as well as the legal fees associated with preparing the expert for trial. If the client feels that the expert recommended by this office is inappropriate for any reason, the client will have the option to seek and retain an expert independent of this office; however, this office will



require that all legal fees associated with preparation of this witness, depositions and trial preparation of the witness be paid in advance.

Through this agreement, the client is authorizing LawCare attorneys to expressly retain professionals and pay these professionals directly through her operating or escrow accounts or require the client to pay in advance. However this is not an assignment of the financial obligations of the expert to LawCare and any unpaid balances due to the expert will be the sole obligation of the client. In addition, should it be necessary to proceed through the collection process for any unpaid balances, client gives LawCare the right to add these expenses to the unpaid balance of her accounting and seek collection from the client. Should it be necessary to proceed to collection, client agrees to cover all attorneys' fees as stated within this contract for these professional services as well.

The establishment of an expert must be determined at least six months prior to the trial for proper preparation. The cost of the expert services, deposition and trial appearance will be paid by the client in advance.

END OF SERVICES:

This attorney-client relationship will terminate upon the entry of a final order in the cause listed above. Upon the entry of the final order, CLIENT understand that CLIENT may file an appeal with the appropriate court within 30 (thirty) days for all courts of record and 10 (ten) days for General Sessions and Juvenile Court orders. Should CLIENT want an appeal filed, CLIENT will pay or contract to make arrangements for the payment of all fees and costs due and additional retainer required prior to counsel's acceptance of employment for the filing of the appeal. Should CLIENT fail to meet the financial requirements of the continued attorney-client relationship, LawCare - Family Law Center, P.C. is under no obligation to file pleadings regarding my request to appeal the decision of the Court.

_____ initial

COMPLETION OR TERMINATION OF SERVICES:

CLIENT also understands that CLIENT has the right, at any time to terminate the employment of any attorney at LawCare as counsel of record in this matter. However, the attorney remains the attorney of record until released by the Court. If CLIENT elects to do that and the transfer of attorneys requires the filing of motions or the appearance in court of LawCare, CLIENT will be billed for the time spent in preparation and appearance to effect the termination of this contract. Terminations of the contract need to be in writing and signed by the Client(s).

Upon receiving the court's approval for withdrawal from the case, only the client's original documents and other original evidentiary materials shall be returned to the client. Attorney's personal professional files are the property of LawCare and shall not be released to the client or to any other person. These records include all trial preparation notes, notes taken from phone calls and meeting, copies of emails, all memos and the attorney's files of all pleadings and correspondence. If client wants another copy of these items, provisions will be made to have them copied by a professional reprographic company and client will establish the means for payment prior to delivery of the documents to be copied.

CLIENT also understands that should CLIENT not be able to meet the financial obligations described herein, that legal services may be suspended and/or a motion to withdraw will be set before the Court to withdraw from this matter and CLIENT will be billed for any time spent in the preparation of said motion or appearing before the Court. Further, CLIENT will continue to be liable for any outstanding balance.



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ACCESS TO FILE:

It is agreed and understood that all work produced by an Attorney of LawCare - Family Law Center, P.C. is their personal property and client shall be entitled to copies thereof at a reasonable cost.

Thirty days after the entry of the final order, the file will be archived or shredded. Should the termination of the relationship occur prior to the final order, LawCare - Family Law Center, P.C. shall be entitled to keep a copy of any and all documents that have been reviewed by herself or any member of her staff or other professionals contracted to assist in this case.

Client shall pay the reasonable costs of the reproduction of these documents. If client desires a copy of any of these records prior to this time, client will pay for the professional reproduction of the same through a service agreed upon by client and counsel.

FEE INQUIRIES:

Any disputes over amounts charged, time spent, expenses or any other matter shall be brought to the attention of LawCare in writing within thirty days of the invoice for resolution. Any matter not addressed within this time shall be considered waived and the amount invoiced shall be deemed due and payable in full. Billing inquiries should go to: LawCare@lcfcl.com

LIEN ON REAL and OTHER PROPERTY/SETTLEMENT OR JUDGMENT:

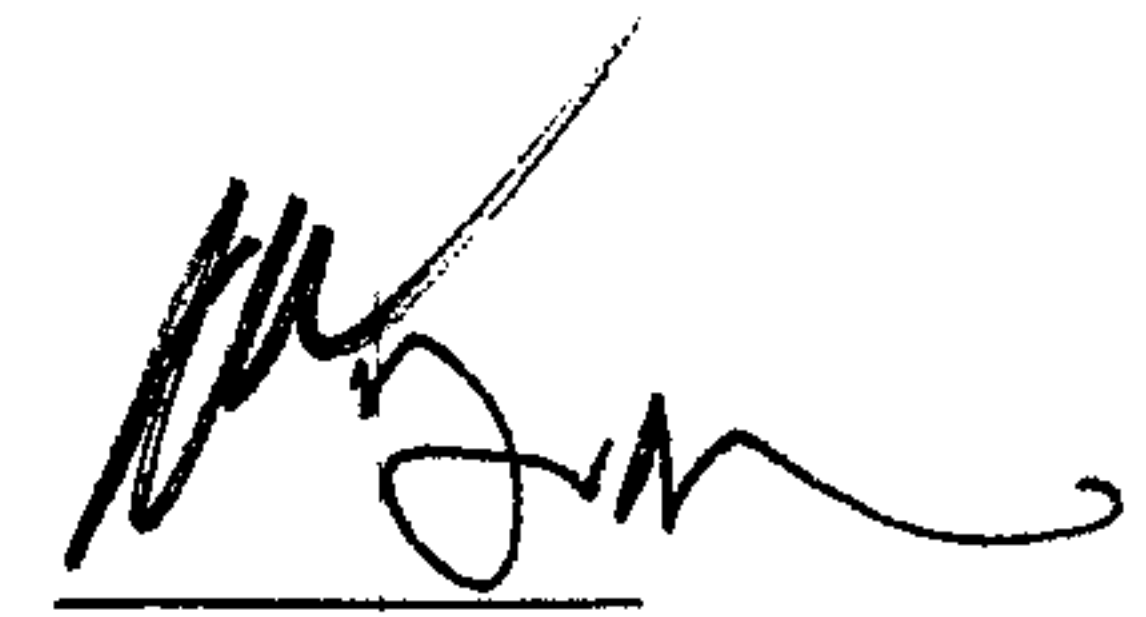
Upon the signing of this agreement, CLIENT also agrees that LawCare Family Law Center may file a lien against any real property interest CLIENT may have. Said lien will be filed with the Register of Deeds with an affidavit for the fees due and notice sent to my last known address. The balance of the amount due along with the additional late fees and interest may be paid to LawCare out of the proceeds from any sale or transfer of any and all real property in which CLIENT have a legal or equitable interest. LawCare may also use this contract along with an affidavit of fees to file a lien upon other property which may be registered through the filing of a UCC-1. This agreement also gives my attorney a lien upon **any settlement or judgment** amount that results from this action. Counsel may file a Notice of Lien with the Court in this matter and receive direct payment from the obligor or from the opposing party (or counsel) for unpaid balances.

ATTORNEY'S FEES FOR COLLECTION:

Client also understands that any attorney's fees, discretionary expenses or court costs associated with collecting on any unpaid balance will be my responsibility whether all or any partial sum are reduced to judgment. Attorney's fees associated with collection shall be 25% of the balance due and a minimum of **\$1,500**. This does not limit the attorney's fees which may be incurred as a result of any contest over said fees and client agrees to pay all attorneys' fees that result from collection actions. Client agrees and understands that any unpaid balances will be reduced to judgment and execution will issue, including but not limited to garnishment, levy on property and property liens.

LATE FEES AND INTEREST / RETURN CHECK FEES:

CLIENT also understands that all fees are due and payable within 5 days of the receipt of the invoice. Any bills not paid prior to the next billing cycle will be subject to a **\$15.00** late charge per month and a monthly interest rate of **1 ½ %** per month. Any return checks will be charged a fee of **\$25.00**. Further the client understands that the services may be suspended or terminated for failure to comply. Upon termination of services the balance on the account is immediately due in full.



CHANGES IN ADDRESS OR PHONE NUMBERS:

CLIENT will also keep my attorney informed in any changes in my address, phone numbers or email address within ten days of any such change.

INCREASE IN FEES:

CLIENT understand that should there be an increase in fees, CLIENT will be given **60 days written notice**. The new rates will go into effect immediately upon the date certain set in the notice.

ENTIRE AGREEMENT:

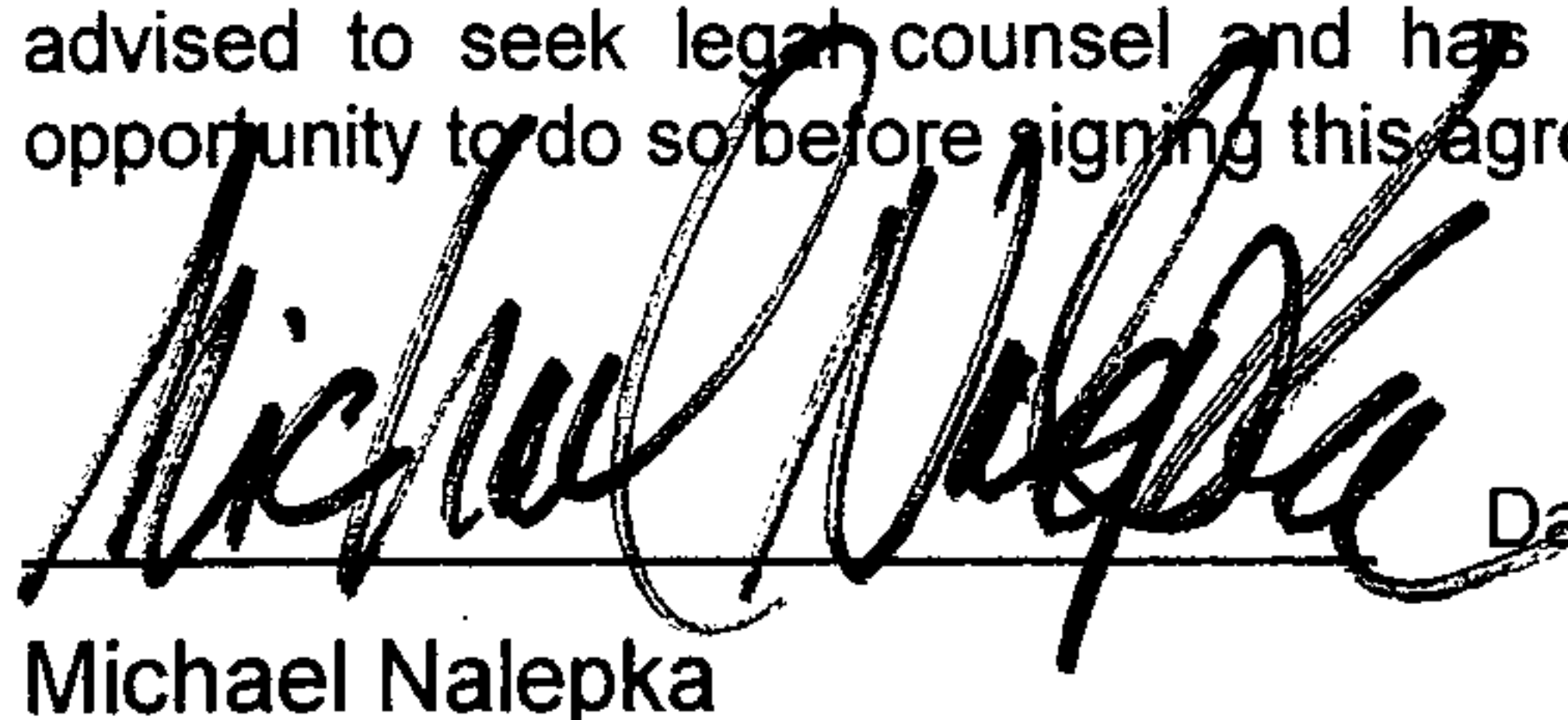
THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING OF THE CLIENT AND THE ATTORNEY. THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, OR PROMISES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

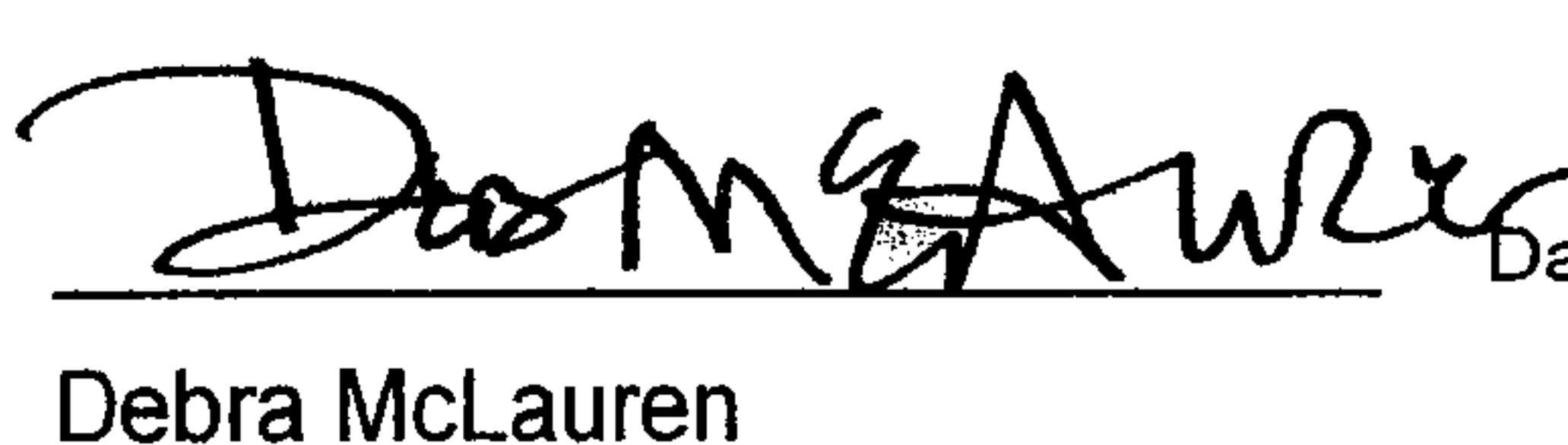
SEVERABILITY:

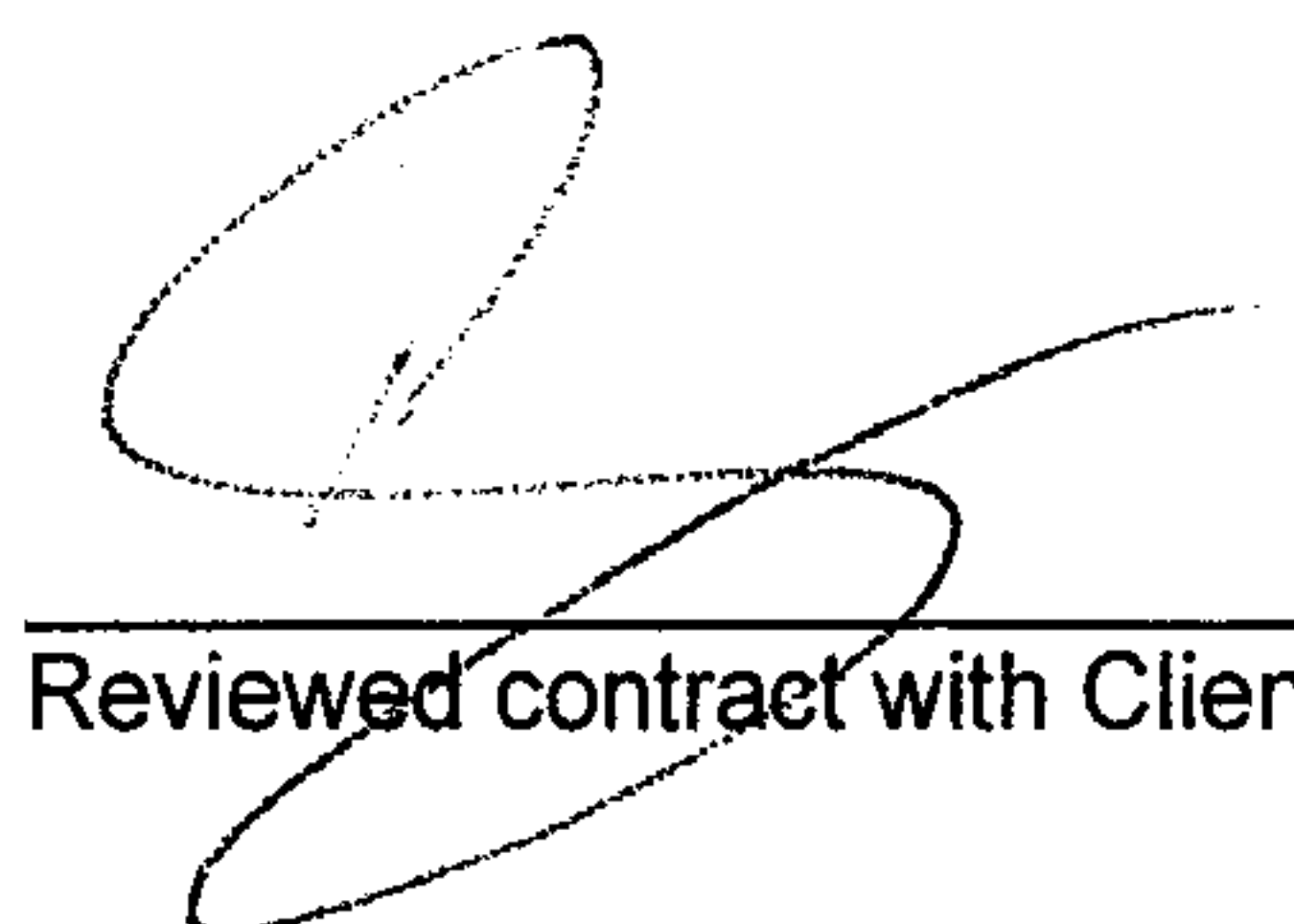
In the event any provision of the agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of the agreement, said provisions being severable.

VOLUNTARY AGREEMENT:

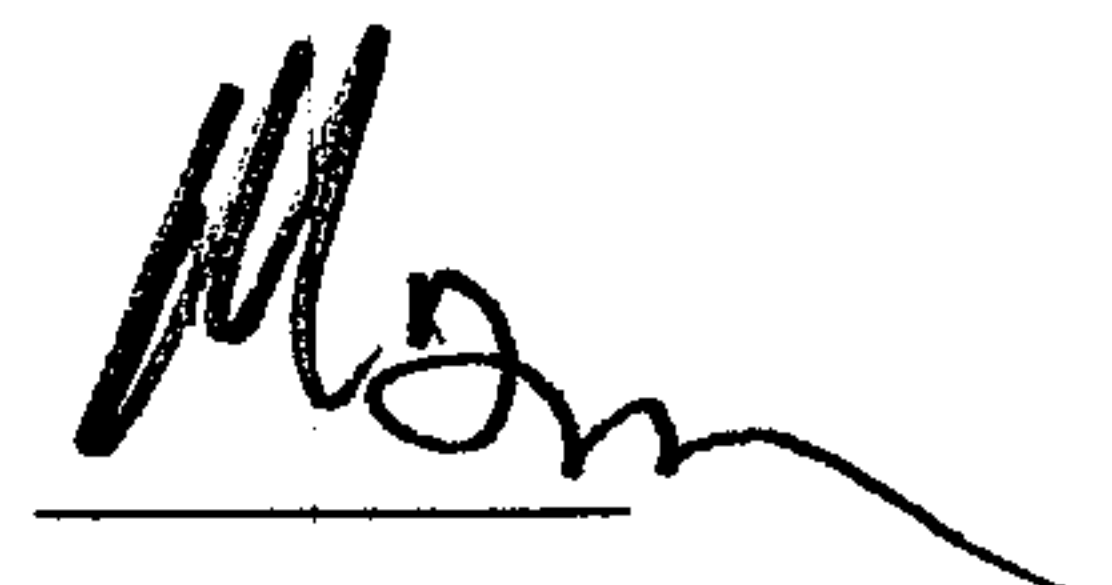
It is understood and agreed between the parties that this agreement is entered into without any undue influence, duress, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily and that each party has either been advised by legal counsel or has been advised to seek legal counsel and has either conferred with legal counsel or has had the opportunity to do so before signing this agreement.

 Date: 3/1/14
Michael Nalepka

 Date: 3/1/14
Debra McLaren

 Date: 3/1/14
Reviewed contract with Client


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LawCare - Family Law Center, P.C.

1646 Westgate Circle

Suite 101

Brentwood, TN 37027

615 661 0122

Fax 615 661 0197

Tax ID No. 43 2089039

Debra McLauren and Michael Nalepka

Attn: Debra McLauren

130-153

2000 Mallory Lane

Suite 130

Franklin, TN 37067

March 1, 2016

Invoice No. 25

For Legal Services Rendered through 02/29/16

CLIENT: MCLDEB - Debra McLauren and Michael Nalepka

Re: Debra McLauren and Michael Nalepka

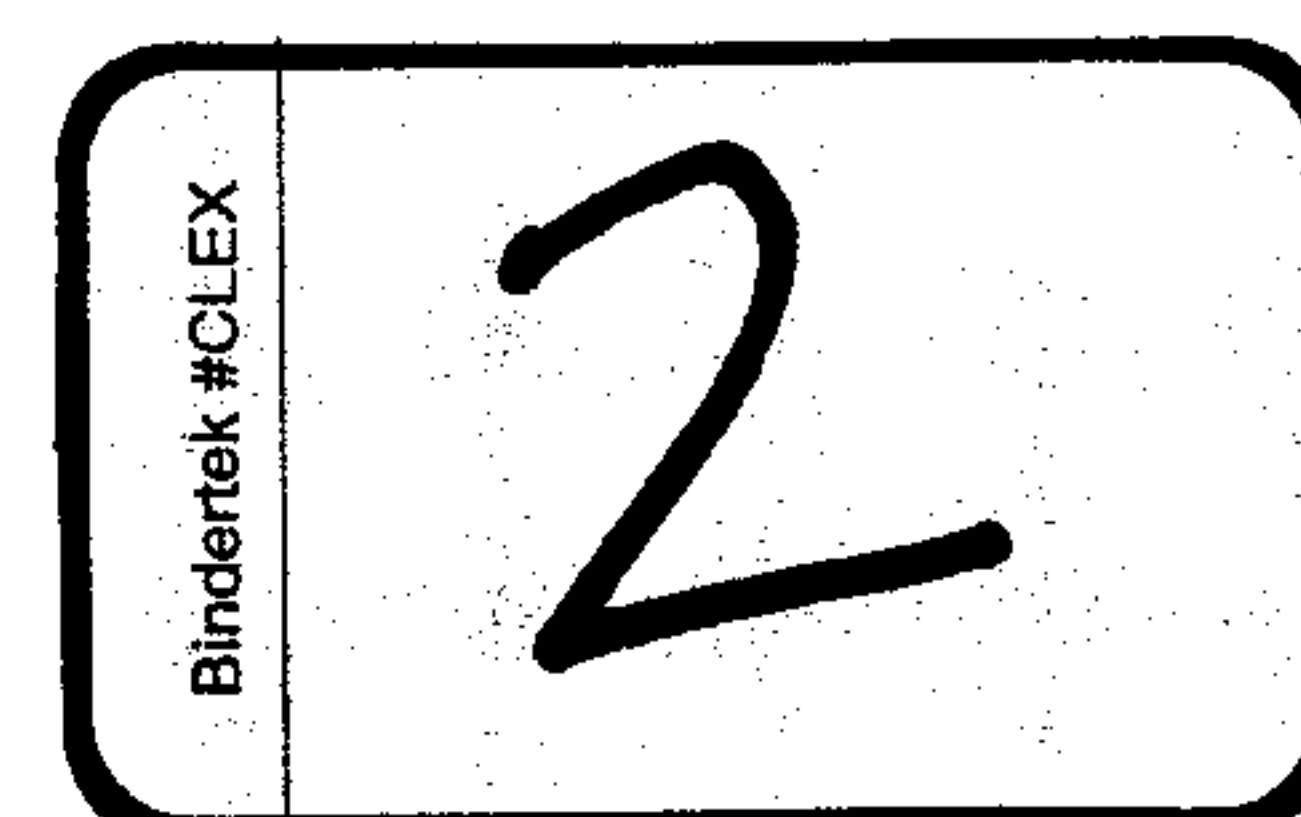
Services Rendered

Staff			Rate		Charges	
02/01/16	MW	Proof Read Application for Permission to Appeal to Supreme Court	235.00	1.25		293.75
02/06/16	CLR	Prepare Supreme Ct Application/Review Motions	315.00	2.00		630.00
02/08/16	CLR	Phone Call with clients	315.00	0.50		157.50
02/11/16	CLR	Email to thomas miller oc	315.00	0.25	NB**	78.75
02/19/16	CLR	Review coa public filing and writ filed nc	0.00	0.25	NB**	0.00
Total Fees						<u>\$1,081.25</u>

DISBURSEMENTS

Date	Description	Rate	Amount
	Interest thru 02/29/16	85.82	
Total Expenses			<u>\$85.82</u>

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Client Ref: MCLDEB - 402271
Invoice No. 25

March 1, 2016
Page 2

Total Fees	1,081.25
Total Expenses	85.82

Total New Charges	\$1,167.07
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Previous Balance	69,450.13
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Total Payments and Credits	-0.00
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Balance Due	\$70,617.20
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For Billing Inquiries, please EMAIL Candice Evans at lawcare@lcflc.com
PAY ONLINE: http://www.tennfamilylaw.com/pay_online.htm
EFFECTIVE MARCH 1st, 2016, Megan Miller's new rate will be \$250 per hour.

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