Case 4:18-cv-00076-WTM-JEG Document 1-40 Filed 04/03/18 Page 1 of 5

WILLIAMS & PINELLC

Wallace James Williams PC Jonah L. Pine PC

ATTORNEYS AT LAW

6205 ABERCORN STREET; SUITE 201; SAVANNAH, GEORGIA 31405-5534 PH: (912) 356-5550 FAX: (912) 356-1411 WilliamsandPine@Yahoo.com Civil & Criminal Litigation Real Estate Law Family & Juvenile Law Wills & Probate

RECEIPT FOR FUNDS

Date:

-12/2/2013 \\\ \frac{1}{2}

12/4/13

Name:

Fabian Notto

Total Fee

\$5200.00 (\$5000 for Attorney, \$200 for Transcript)

Payment:

\$5200.00

Balance:

\$0.00

Received By:

Dolly McDonough

Brenda Notto

NOTES

- For Superior Court Representation
- Does Not Include
 - o Felony Probation Violation
 - o Arguing Motions
 - o Open Ended Plea
 - o Jury Trail
- All Fees Are Non-Refundable

EXHIBIT . 2

EXHIBIT .

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RECEIPT FOR FUNDS

Date:

10/15/2013

Name:

Fabian Notto

Total Fee

\$1250.00

Payment:

\$0.00

Balance:

\$0.00

Received By:

Dolly McDonough

Brenda Notto

NOTES

- For Recorders Court Representation Only
- Does Not Include
 - Probation Violation
 - o Superior Court Representation
- All Fees Are Non-Refundable

EXHIBIT . 1

WILLIAMS & PINELLC

Wallace James Williams PC Jonah L. Pine PC

ATTORNEYS AT LAW

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RECEIPT FOR FUNDS

Date:

2/13/14

Name:

Brenda and Fabian Notto

Total Fee

\$5000.00

Payment:

\$5000.00

Balance:

\$0

Received By:

Dolly McDonough

NOTES

• For Forfeiture cases for Brenda Notto and Fabian Notto

All Fees Are Non-Refundable

EXHIBIT . 3

STATE OF GEORGIA

CHATHAM COUNTY

RETAINER CONTRACT

L.C.

Agreement made this 21st day of July, 2014, between **Fabian K. Notto** of 190**?** Archer Street, Savannah, Ga. 31405, herein referred to as client, and **Larry Chisolm of CHISOLM LAW OFFICES**, 315 Commercial Drive, Regency Executive Plaza, Suite C-8, City of Savannah, County of Chatham, State of Georgia, herein referred to as attorney.

<u>PURPOSE OF EMPLOYMENT</u>: Client employs attorney to represent client as his attorney at Law in the following matters: Representation in matters related to Indictment No CR13-2673, on which Client is charged with Possession of Controlled Substance with Intent to Distribute and Possession of Marijuana with Intent to Distribute, to wit:

- 1. Motion Hearings and Pretrial conferences and hearings with the Superior Court Judge.
- 2. Trial (Client also acknowledges that Attorney is taking over representation from prior counsel, one month before a scheduled Motion hearing and after the filing of initial motions)

and empowers attorney to institute such legal action as may be advisable in the judgment of attorney Larry Chisolm of CHISOLM LAW OFFICES.

Client expressly agrees and understands that the fees connected with the instant representation only cover the cost of a trial, whether by jury or in front of judge, only as described in the Section regarding fees and does not include any post trial appeals.

ATTORNEY FEES: Client shall pay to attorney a Retainer in the amount hereunder, the minimum sum of \$15,000 Dollars by Aug 22, 2014

Client agrees that the sum of \$16,000 is due prior to the initiation of any services specified in this agreement. The sum of \$10,000, is a non-refundable retainer.

Client and Attorney agree that balance of \$5,000 is specifically for trial services — which fee will be placed in attorney's IOLTA Escrow account until the trial is concluded. If the case is resolved by plea or some alternative resolution prior to jury selection, client and attorney expressly agree that he is entitled to a refund of the fee for trial, minus any trial expenses that may be incurred by attorney.

<u>DISCLAIMER OF WARRANTY:</u> Attorney has made no warranties as to the successful termination of the cause of action, verdict or disposition, and all expressions made by attorney relative thereto are matters of attorney's opinion only.

ASSOCIATE COUNSEL Attorney may in his discretion employ associate counsel to assist him in prosecuting the client's claim or providing services in this agreement, at attorney's expense.

SUBSTITUTION OR DISCHARGE OF ATTORNEY Attorney shall be entitled to his full **non-refundable fee**, notwithstanding the client may discharge or obtain the substitution of attorneys before attorney has completed the services for which he is hereby employed — with the exception of

trial fees maintained in escrow.

<u>POWER OF ATTORNEY TO EXECUTE AND NEGOTIATE DOCUMENTS:</u> Client does <u>NOT</u> grant to attorney a power of attorney to execute all documents connected with the cause of action, including pleading, contracts, commercial paper, settlement agreements and releases, verifications, dismissals, orders, and all other documents that client could otherwise properly execute.

NOTICE Any notice required under this agreement shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended, or if delivered at or sent by registered or certified mail to the business address of the person for whom it is intended, as specified in this agreement.

<u>LAW TO GOVERN CONTRACT</u> The laws of the State of Georgia shall govern the construction and interpretation of this agreement.

ACCEPTANCE OF RETAINER Attorney agrees to perform all the services herein mentioned for the compensation provided above, in total payment of which and as a retainer therefore the receipt from client of \$ 15,000 made payable to Chisolm Law Offices.

EXPENSES Client will be responsible for the following expenses and will be billed for them from time to time through the course of service provided. These charges are due and payable when billed:

- No additional Charge for each telephone or mail communication.
- No additional Charge for each copy of documents, letters, etc. obtained on the client's behalf. Client agrees to pay .10 per copy for copies from the attorney file if client requests copies.
- No additional Charge for long distance telephone charges.
- Client will be billed for research and investigation, as described above.
- Any other filing fees, court costs or expenses incurred on behalf of the client, are the
 obligation of and must be paid by the client and client will be billed for such charges upon
 prior notice to the client, as well as the cost of any expert witness or the search and
 transportation for any out of County witnesses.

IN WITNESS WHEREOF, attorney and client executed this agreement this _____ day

of July, 2014.

CLIENT, Fabian K. Notto

ATTORNEY LARRY CHISOLM