

GAL FEE AGREEMENT

TO: TRACY D. GALLOWAY, ESQ., M.A. – attorneygalloway@gmail.com – Cell (508) 631-5702
GALLOWAY LAW & CONSULTING, 108 Williams Street, Wrentham, MA 02093

FROM: _____
Client(s) Name(s) Address, Telephone, Electronic Mail Address

We, the parents, _____, have agreed and thus been ordered by the Court to undergo this investigation of ourselves and our children) _____ for the purposes designated by the Court. The _____ County Probate and Family Court has appointed you, Tracy D. Galloway, as a Category F Guardian ad Litem (hereinafter “GAL” or “Attorney Galloway”) to perform this investigation, and to complete a written report of findings and recommendations on the specific inquiries requested by the Court, and any other issues.

I understand that Attorney Galloway is a licensed attorney in good standing (admitted to the bar in 1992). I am aware that she may share any information that I offer with the other party and the Court, and that she may use information I provide in her written report(s) to the Court. I understand, therefore, that confidentiality that typically exists with an attorney does not apply in my case, or with my children. I acknowledge that Attorney Galloway, in her capacity as GAL, does not represent me, or the other party, or the children.

Within the limits of the law, I give Attorney Galloway permission to talk to all the people she deems necessary, in accordance with relevant court orders, in order to fulfill her responsibilities as GAL. I agree to meet in person with Attorney Galloway (including in my home, at her request), to make the children available to her in my home and/or at her office as requested for private interviews, to provide all contact information needed, and to sign releases to enable her to talk to anyone I wish for her to interview or that she tells me she wishes to interview.

I understand that Attorney Galloway’s hourly rate is **\$350.00** per hour as a GAL, and that, absent her express written permission to the contrary, she reserves the right to bill for up to thirty-five (35) hours of time. Thus, a retainer of Twelve Thousand Two Hundred Fifty (\$12,250.00) Dollars, by attorney check(s) or bank check(s), is due before the investigation may begin. Should less time than estimated be used, Attorney Galloway will reimburse me the unused portion of my retainer. Attorney Galloway guarantees that, should she exceed the thirty-five-hour limit by up to ten (10) hours, she shall not seek additional funds, essentially ensuring that the ceiling of \$12,250.00 will apply as a flat fee up to forty-five (45) hours.

I understand that Attorney Galloway bills against the retainer for all time invested in my case including but not limited to: in-person and telephone or virtual conferences with me, the other party, the children, collaterals, the attorneys, and court personnel; drafting & revision of report(s), correspondence and other documentation; travel time related to any of these actions; and any and all appearances and time spent at court, whether at the Court’s request or under subpoena for any other reason.

If I seek to depose Attorney Galloway, or I subpoena her or her records, I understand that I shall concurrently provide an additional retainer for no less than six (6) hours of time, or Twenty-One Hundred (\$2100.00) Dollars, against which she shall thereafter bill to me, consistent with Court orders. Such retainer will be applied to the following: time for preparation, travel time, photocopying, preparing any necessary KOR affidavit, the deposition itself and/or delivery or messengering of production, and the time to review the deposition transcript prior to signing, and any other activities or time spent consistent with the task requested. Should an additional subsequent balance be itemized, billed and owed, I shall pay such invoice within ten (10) days of the date of the invoice. I understand that any action to enforce the terms of this contract shall be billed to me.

DATE: _____ X _____
Signature Printed Name

RETAINER \$ _____ Check # _____ Date: _____

DATE: _____ X _____
Tracy D. Galloway, Esq., M.A., GALLOWAY LAW & CONSULTING