



**JOCELYN B. HURWITZ**

PLEASE REPLY TO [Bridgeport](mailto:jhurwitz@cohenandwolf.com)

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***PERSONAL & CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGE***

August 30, 2019

***VIA E-MAIL***

Mr. Christopher Ambrose  
c/o Nancy Aldrich, Esquire  
Aldrich & Aldrich  
152 Kings Highway North  
Westport, Connecticut 06880  
Email: [NAldrich@aldrichandaldrich.com](mailto:NAldrich@aldrichandaldrich.com)

Mrs. Karen R. Ambrose  
c/o Richard Callahan, Esquire  
Law Offices of Richard W. Callahan  
2830 Old Dixwell Avenue  
Hamden, Connecticut 06518  
Email: [attorneycallahan@gmail.com](mailto:attorneycallahan@gmail.com)

**Re: *Christopher Ambrose vs. Karen Ambrose*  
GAL Engagement**

Dear Mr. and Mrs. Ambrose:

It is my understanding that you have reached an agreement to appoint me as Guardian ad Litem for your minor children Matthew, Mia and Sawyer, and that the Court has accepted that agreement. I am willing to accept this appointment, subject to the terms and conditions of this Agreement.

It is our hope that this Retainer Agreement will represent the beginning of a mutually satisfactory relationship. Toward that end, I wish to outline the basic elements of our relationship and to anticipate issues that may arise during the course of this engagement. If you have any questions regarding the contents of this Agreement, please do not sign it until your questions have been satisfactorily answered. You should review this Agreement with your attorney prior to signing it. In signing this Agreement, you acknowledge that you are fully familiar with its terms, have had adequate opportunity to review it, and are comfortable with (and prepared to adhere to) each and every provision.

You are aware that a new statute was enacted as of October 1, 2014 that specifically addresses certain aspects of the work to be performed by a Guardian ad Litem or Attorney for a Minor Child (the "Statute"). The terms of this Agreement specifically supersede certain aspects of the Statute. You should discuss this provision with your counsel if you have questions about the

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657 ORANGE CENTER ROAD  
ORANGE, CT 06477  
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specific provisions of the Statute and how the terms of this Agreement might impact our work together.

The Statute provides that as Guardian ad Litem, I can only engage in activities specifically ordered by the Court. We agree that in connection with my work in your case, I shall engage in the following activities:

- 1) I will engage in at least one (but possibly more than one) office meeting with you. You may choose to have your attorney present for any such meeting(s), but you may also decide to participate alone. It will be your responsibility to notify your counsel of any discussions or meetings that you plan to have with me, and to request that he or she attend or participate in such discussions or meetings in the event that you desire his or her participation. If you appear alone for any such meeting, I will assume that you and your counsel have determined that you do not require representation at our meeting and that you are comfortable participating in our meeting without the benefit of counsel. If you elect to have counsel present for our meeting, I will draw no conclusions from that choice;
- 2) I will require at least one meeting with your children, and I may request additional meetings, depending upon the issues in your case. I will meet with your children privately, and you will make your children available at a mutually convenient time and place for such a meeting to take place;
- 3) If you or your children are treating with a mental health professional, I will require an authorization to speak to all such treaters;
- 4) We will agree upon a date by which I will report to the court concerning the work undertaken.

While I am involved in your case, I may ask to engage in additional activities in order to investigate information that is brought to my attention along the way. In the event that you disagree with a request that I make in this regard, we agree to allow the Court to decide whether I will engage in any such additional activities.

This Retainer Agreement sets forth the entire fee agreement between you and Cohen and Wolf, P.C., concerning the case referenced above. I have been appointed to serve as Guardian ad Litem for your children in the referenced case, and you have agreed to pay my law firm in accordance with the terms of this Retainer Agreement, which terms include, but are not limited to, paying us for the time spent at my customary hourly rate.

You agree to cooperate with me in my effort to obtain information that will assist me in considering the best interests of your children. Your cooperation will include responding to my requests for information from you on a timely basis; providing accurate and truthful information; and making your children available to me from time to time so that I may develop a relationship with them and ultimately opine on the issue of their best interests.

It is important to remember that I do not represent you. Information you share with me is NOT confidential. If you have questions regarding my role before signing this Agreement, you should discuss those questions with your attorney.

In consideration of the current statutory provision regarding the removal of a Guardian ad Litem, both parties recognize that their ability to remove the Guardian ad Litem from the case shall be limited to the following circumstances: (1) failure of the Guardian ad Litem to complete with due diligence the tasks delineated and agreed to by all parties and counsel, as evidenced by a fully executed order to be filed with the Court in accordance with the terms of this Agreement; or (2) bias, prejudice or other good cause shown.

You have agreed to pay a \$7,500.00 retainer, which we will credit toward the fees to be incurred. My work in your case will commence upon my receipt of the full retainer payment described above, as well as a signed version of this Agreement from you and your children's other parent. The retainer we have requested has been determined by a number of factors, and does not represent our estimation of the total fees to be incurred in your case. It will not cover the costs of my involvement in the trial of your case or the preparation for trial that I will be required to perform. During the course of my work, I will expect that you periodically replenish your retainer in the event that our original retainer is depleted. At least sixty (60) days prior to trial, you agree to bring your bill with my office current, and to pay an additional \$7,500.00 retainer toward my trial preparation and attendance. If your case concludes or my role terminates for any reason and we are holding retainer monies in our trustee account, we will refund those unused monies (or your share of those unused monies) to you.

Our fee is in accord with the Rules of Professional Conduct and the ethical guidelines established by the American Bar Association.

It is impossible at this time to determine the amount of time that will be needed to complete this case. It may be necessary to have various professionals in this office perform services in your case. You hereby authorize us to appoint members of our staff to work on your case in our sole discretion. Our staff includes paralegals, secretaries and other professionals who may perform tasks on your case from time to time.

We will use our best judgment, in our discretion, to assign attorneys and staff personnel to your case. Billed time includes, among other things, all time spent on your case including conferences

with you and others; intra-office conferences; telephone calls; pretrial discovery; trial preparation; drafting and review of documents, memoranda, correspondence, e-mail messages and pleadings; negotiations; legal research; court time and travel to and from locations away from our office.

My hourly rate is presently \$500.00 per hour. I will charge a discounted rate of \$400.00 per hour in this matter. It is my understanding that you will equally be responsible for payment of my fees and costs. My office will notify you if my hourly rate changes.

You may call or write to me if you have any questions about your bill. You agree to pay each bill within thirty (30) days of the date of the bill, unless I make other arrangements with you in writing. If you have a question or concern about a particular billing entry on any bill you receive from my office, you agree to raise that concern with me no later than thirty (30) days after the date the bill is issued. Your failure to raise questions or concerns about any bill within the indicated timeframe will constitute your acceptance and approval of all billing entries and charges described in that bill.

If the court requires that your adversary pay part or all of my fees, the amount the court awards does not determine the amount of our fee. The fee will still be determined by this Retainer Agreement. If the court makes such an order, you will remain obligated to pay our fee and costs. We will promptly credit to your account any amount we receive pursuant to court order, or refund it to you if you have already paid us in full.

This Retainer Agreement does not pertain to any appeals that you may wish to take or which your adversary may take in connection with this case. Those matters require a separate billing agreement that will be memorialized in writing if I am reappointed to work on such matters.

Interest on unpaid billings shall be charged at the rate of twelve (12%) percent simple interest per annum beginning thirty (30) days after the date of our invoice to you.

This Retainer Agreement can only be modified by a written document signed by both parties.

You acknowledge receiving an executed duplicate original copy of this Retainer Agreement.

This Retainer Agreement shall be governed by the laws of the State of Connecticut.

Your signature in the place indicated below indicates your approval and acceptance of all terms of this Retainer Agreement after reviewing its contents with your counsel.

**COHEN AND WOLF, P.C.**

By:   
Jocelyn B. Hurwitz

***APPROVED AND ACCEPTED:***

\_\_\_\_\_  
Christopher Ambrose

*Karen Riordan Ambrose*  
\_\_\_\_\_  
Karen Ambrose

Dated: \_\_\_\_\_

Dated: 9/2/19