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I understand that I have been appointed to arbitrate the division of the personal property/furniture and furnishings; however, I have yet to receive a copy of any Order stating this. Also, if the arbitration of this issue must occur by a stated date, you need to let me know what that date is.

Arbitration is an "adversarial process" that will result in the Arbitrator making an Award; also, you should understand that this arbitration is a part of the "equitable division" of marital property; as such, I will require at least a copy of the Settlement Agreement (or other applicable document) and a copy of each party's 'Domestic Relations Financial Affidavit'.

An arbitration of this issue will be a "mini" evidentiary hearing. At any such Hearing each of you will be entitled to offer "suggestions" of how these items are to be divided and explain why you think that way and/or to attack/contradict the suggestions of the other. Those "suggestions" will be in the form of a listing of items in dispute, your proposed division of these items, and any testimony you might offer on the issue. You may consider relevant to such suggestions such things as (i) cost when purchased; (ii) age; (iii) condition of each item; (iv) replacement cost of like item; (v) salvage/yard sale value; (vi) current value (otherwise determined by means such as appraisal); (vii) source of item – e.g., gift from relative or purchased during marriage; (viii) items currently in your possession and need for specific item(s); (ix) "basic living items" needed – e.g., beds, dressers, eating table and chairs, sofa, etc.; and (x) other factors. [A Hearing at which both of you are in attendance will be held unless specifically waived by each of you; in that case I would generally get written proposals from each party as well as each party's response to the other's proposal and then proceed without an "oral presentation of evidence".]

My experience in such matters has led me to believe that there are some basic principles that apply; those are:

- To the fullest extent possible, each party is entitled to the "basics";
- A rebuttable presumption that pre-marital items are the property of the party who owned the items before the marriage along with ay other non-marital items such as inherited items. [I say this is "rebuttable" because if the status of pre-marital or non-marital is not agreed upon by the parties, then that determination will also be made at the arbitration];
- The child's "basic stuff" (if there are minor children) is a "given";
- Try to make sure that each residence has furniture for the child/children (again, if there are minor children);

- The "rest of the items" are then subject to division; but,
- Preserve the current set-up of each residence as much as possible within the dictates of being "equitable" (which may or may not be "equal" as to cost, value, or number of items).

If my involvement is required, I usually request the following prior to the arbitration hearing:

- A complete inventory of furniture and furnishings in dispute;
- Photographs and/or description of each item;
- A listing of items that each is willing for the other to have; and,
- A listing of items in dispute and your proposed division of them.
- Additionally, if a visit to each residence is requested or would help expedite and facilitate my decision, then I would do that.

However, depending on the exact circumstances, some of this may or may not be necessary or applicable; I cannot determine that until I know more about the case.

As an arbitrator I charge \$300.00 per hour, that being charged for all preparation time, hearing time, and time dedicated to rendering an award and preparation of an Order; how much that will come to will depend on each of you and the degree of dispute as to this division; I also pass-though any expenses such as photograph developing and film. I require a retainer of \$xxxxx.00 (no less than \$1,000.00 from each of you; however the Award will not be presented until each of you has paid your share on the entire bill. This should be returned to me along with a signed 'Engagement Agreement', a copy being enclosed.

After each of you have had a chance to review this, and if I am to be involved, I stand-ready to accept input from each of you as to how best to proceed; however, any such input must be shared with the other when sent to me.

Respectfully,

James E. Holmes