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Thank you for asking me to serve as Guardian ad Litem in the above-referenced matter. I look forward to working with you. In order that you, your respective client, and I can have a mutually satisfying relationship during the pendency of the case, please review the following and also have your client review it. Should you have any questions regarding this material, please telephone me so that we can discuss your concerns.

1) Please review the enclosed Client Questionnaire before forwarding it to your client. Should you have any questions regarding the Questionnaire, please discuss your questions with me prior to your client signing the form. **I will not begin my investigation until I have received this completed and notarized Questionnaire from your client along with a signed and notarized Release (which is forwarded with this letter) for each child; I must also receive a copy of this letter signed by you and your respective client, with your respective client's signature being notarized; your and your respective client's signature indicates that you both have reviewed this letter and agree with and to its terms and conditions.** [NOTE: If either parent or both parents are or have been in counseling, I reserve the right to ask (and probably will ask) for a Release to be signed so that I may consult with that counselor; a copy of the Release is also forwarded.] Again, if you have any questions or concerns about the provisions of this letter, please raise those with me prior to signing.

2) Please forward to me a brief statement of the issues in this case that you believe are relevant to each child's welfare. This would help me in my understanding of the case from a legal perspective and would assist me with critical facts. If there are any urgent or emergency issues involved in this case, please schedule a telephone or office conference with me IMMEDIATELY. Also, if there is a "deadline" that I need to be aware of for the conclusion of my investigation, please let me know IMMEDIATELY.

3) You need to take the initiative in scheduling an appointment with me and your client at your office; you are welcome to attend this meeting if you wish. However, this should not be scheduled until I receive the completed, notarized form. Inasmuch as each of the parties are required to make an initial retainer to me – or to make a deposit into the Registry of the Court - **I would expect that to be paid prior to any such meeting.**

4) Please advise your clients that I charge \$200.00 per hour (0.1 hour increments) for my services; also advise your client that it is VERY likely that my final bill could exceed the **initial retainer of \$\_\_\_\_\_**. I will forward statements to you on a regular basis, providing a running account of my activities in the case; if you have or your client has any questions about any bill, those questions should be raised immediately. If an issue with a bill is not waived within thirty (30) days of billing, then I will deem the questions waived. I also reserve the right to seek to have the Court find a party to be in contempt for not paying my fees as ordered.

5) Unless we agree otherwise, you will receive a letter or telephone call from me after I have conducted a preliminary investigation in the matter. In the call or letter I will make recommendations regarding the case's disposition. I do this as a courtesy in an attempt to resolve cases expeditiously without the necessity of writing a lengthy and expensive Court Report (which I note is ordered by the Court). The writing of a Guardian ad Litem Report typically takes considerable time, (I have done one in eight hours and one has taken forty hours) for which my standard hourly rate is charged. If the case can be resolved without the writing of the Report, your clients will be spared a considerable expense. Obviously, if, after receiving the preliminary oral report, either of you or your respective client wishes a full Report or a Report appears necessary to me, it will be prepared, and your clients will be billed for the time expended in its preparation. You will have the opportunity to review this Report prior to my submission to the Court.

Also, any oral or written Report is presented in part to obtain your critical review of the factual findings and conclusions; in fact, your critique is expected. If any fact is incorrect, a subject has not been addressed or has not been sufficiently addressed, a subject needs to be investigated further, and/or other witnesses need to be interviewed, I expect to be told and to be provided with any pertinent information. Should the factual basis of the Report or the scope of the investigation subsequently be challenged, I will certainly inform the Court of this direction given.

6) During the pendency of this case you and your client are welcome to "fax", email, or mail me information relevant to their case; if you wish to receive a copy of anything your client sends me, then it is your client's responsibility to send the copy to you. You and your clients are also welcome to call me during regular business hours. While I make every attempt to return my telephone calls within twenty-four (24) hours, it is frequently impossible for me to do so. I strongly encourage you and your client to make telephone appointments with me should we need to speak. This will help us avoid playing "telephone tag." Your clients are also welcome to schedule as many office appointments with me as he/she may like; this can be either at your office or at my downtown Atlanta office on Marietta Street. Please explain to your client that I have other cases besides theirs for which I am responsible and that they may not always have the appointment date or time that they would like.

7) While I know you know this, please remind your client that I am **NOT** the Judge in their case. **My job is to make recommendations to the Judge** as to issues involving the parties' child/children. Any final decisions as regards the parties' child/children shall be the Judge's responsibility, giving whatever weight to my recommendation as the Judge decides it merits; no Judge with which I am familiar has

ever “rubber stamped” my recommendations. Sometimes the Judge and I see things differently, and it is the Judge’s opinion which ultimately counts. Any recommendation I make in your client’s case is not intended to be personal and only represents my view of the case and what I view to be in the child’s/children’s best interest. It is not this Guardian’s intention to insult or vilify either parent in any custody case. However, please advise your client that his/her behavior toward me will be noted and will be taken into account should an oral or written Report to the Court become necessary.

8) Please also advise your client that it is the client’s responsibility to notify each reference or witness that his/her name is on a list submitted to me and that he/she should expect a call from me; additionally, your client should ask each listed witness or reference to call me and let me know the best/preferred time for me to call, also leaving the best/preferred contact number. This notice that their name has been submitted to me includes such professionals as schoolteachers, therapists, doctors, or child care providers; I will take the initiative to contact these.

9) Please advise your client that I will be making a home visit at an agreed upon time and date, where a home visit is warranted or necessary. I also reserve the right to make a visit to each parties’ residence UNANNOUNCED. During any such visit I reserve the right to take photographs of the residence and/or the parent and child / children.

10) Please advise your client that it is my responsibility to report allegations of child abuse to the Department of Family and Children Services should probable cause exist. If you have or your client has any questions regarding this responsibility, this should be addressed with me at the initial visit. It is your and your client’s responsibility to obtain discoverable information from DFCS and the corresponding police department as pertains to any reported child abuse; I will **NOT** be responsible for providing discovery to your or your client from DFCS or law enforcement, under any circumstance, as I have no control over such material. Also, if any such Report has been filed, or is later filed, I will expect you and your client to provide me with a copy of any such filings, including but not limited to police reports, video tapes, and statements. Finally, if there are allegations of sexual or physical abuse, I will **NOT** interview the children in that I am not professionally to conduct such a forensic interview.

11) Please advise your client that she/he has the absolute right to ask me any questions regarding my role in their case. It will be her/his responsibility, however, to bring those questions up at our various meetings, as I will not be able to read their minds. It is strongly suggested that your client write down any questions they should have in the space provided on the enclosed form. I will attempt to answer those questions that are appropriate to answer in my role as Guardian; understandably, your clients may have questions which are not appropriate for me to answer or which I cannot answer (e.g., “How should I parent my children better?”).

12) Please advise your client that it will be necessary for them to execute Releases to various service providers treating him/her and/or their child / children. If your client has particular concerns about confidentiality as regards protected information, please discuss their concerns prior to his/her signing of the Releases. His/her signing of

the Release(s) indicates that he/she has read it and has raised any concerns with you. As you know, it is not my responsibility to advise your client of legal rights; please remind them that I am **NOT** acting as an attorney in this case. If your respective client asks me a legal question, he/she will be referred back to you.

13) It has been my experience that occasionally a procedural question will arise in a case which I have never before encountered as a Guardian. Traditionally, it has been my practice to inquire of the Judge how he/she wishes to handle certain procedural issues in cases over which he/she have responsibility; however, the current Guardian Ad Litem Guidelines prohibit my *ex parte* contact with the Court except in the case of "...emergency concerning the child's welfare or upon the consent of the parties or counsel...". These Guidelines also authorize me to request and "immediate hearing" to address any such concerns. Should such an inquiry may become necessary in this case, I will certainly attempt to discuss any such situation with the parties and/or counsel before seeking any such Hearing. Additionally, I certainly retain the right to schedule a Hearing on any issue I feel needs to be addressed by the Court.

14) Specific concern is often expressed as to the dissemination of any written Report and the written custody evaluation, if any. The Guardian Ad Litem Guidelines provides that "...the Report shall be released to counsel (including counsel's staff and experts) and parties only..." unless otherwise ordered by the Court. Those Guidelines also provides that the Report will be admitted into evidence at trial. While the Guidelines do not address it, I certainly believe the same rules would apply to any Report of a Custody Evaluator and any Psychological reports received. Either party certainly has the right to seek to restrict dissemination or to seek to have these Reports sealed.

15) If it becomes apparent that a custody evaluation may be helpful or necessary to the investigation of the case, I will propose this to counsels and attempt to resolve this issue without court intervention. Hopefully, we will be able to enter into a Consent Order on this point. I may suggest names of professionals in whom I have confidence, but you should also be prepared to suggest individuals of your choosing. Please be advised that through the years this Guardian has developed professional and personal relationships with many mental health practitioners in Georgia. If you should have any concerns about the relationship between the Guardian and the mental health practitioner/custody evaluator, it will be your responsibility to make inquiry and raise that concern prior to the time of the evaluator's appointment. If an evaluator is involved in this matter, it is your and your client's responsibility to provide that evaluator with any and all documents needed for the evaluation.

16) If I decide that psychological testing of one or both parents may be helpful or necessary to the investigation of this case, I will raise that with you. However, at any time I reserve the right to seek a Court Order requiring such testing.

17) I will not accept from your respective client and will not listen to any tape recordings made by your client between the other party and the child / children or between the other party and a third-party.

18) My file is subject to review by counsel and/or the parties if ordered by the Court. However, any such review is subject to payment of fees and costs. Also, I retain the right to oppose any such review.

19) **Confidentiality is not inherent in the duties of the Guardian ad Litem as I am a fact-finder and serve as an arm of the Court.** Your clients should have no expectation of confidentiality in their dealings with me. While I prefer and strive to keep their confidences, there is no requirement that I do so; furthermore, I will not hold confidences if I believe (solely based on my own determination) that confidentiality is not prudent or does not facilitate or in fact makes more difficult my fact-finding or is contrary to the best-interests of each child. As to the witnesses and references, again I strive to maintain confidentiality, but am not required to do so; please have your clients inform each of the references and witnesses of this. Finally as to each child, I strive the hardest to maintain their confidences and will do so unless doing so is contrary to law, unless I am ordered to reveal confidences by the Court, or unless this confidentiality is (in my sole opinion) contrary to their best interests.

20) As the Guardian Ad Litem I am acting as an investigatory arm of the Court; I am **NOT** acting in any legal capacity for either party. By signing this document, each party releases this Guardian from any and all liability for all reasonable and necessary actions taken in the execution and exercise of assigned duties.

21) Please be advised that should the circumstances in this case dictate, I will have an obligation and right to withdraw as Guardian ad Litem pursuant to the Georgia Rules of Professional Conduct.

Again, your signature and your client's notarized signature below represents that each of you has read this letter and consents to its contents; the signing of this letter further represents your and your client's respective agreement to my serving as the Guardian ad Litem in this matter and to the hourly rate of \$200.00. I look forward to working with you, and again, THANK YOU for this opportunity.

Respectfully,

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James E. Holmes, Attorney at Law  
Guardian ad Litem

Enclosures

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Party's Signature

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Attorney's Signature

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Print Name & Date

Print Name & Date

Sworn to & subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_