

Subject: Fwd: RE: Fee Agreement - Termination of Services  
From: Sonet Fitchat <sonet@cluedapp.co.za>  
Date: 2023/09/22, 14:14  
To: "Theo Fitchat" <theo@cluedapp.co.za>

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==== Forwarded message =====  
From: Sonet Fitchat <sonet@cluedapp.co.za>  
To: "Yuni" <yuni@constructionlaw.co.za>  
Date: Wed, 10 Jun 2020 09:47:41 +0200  
Subject: Fwd: RE: Fee Agreement - Termination of Services  
==== Forwarded message =====

==== Forwarded message =====  
From: Sonet Fitchat <[sonet@cluedapp.co.za](mailto:sonet@cluedapp.co.za)>  
To: "1 Fitchat" <[theo@cluedapp.co.za](mailto:theo@cluedapp.co.za)>  
Date: Wed, 03 Jun 2020 16:43:54 +0200  
Subject: Fwd: RE: Fee Agreement - Termination of Services  
==== Forwarded message =====

==== Forwarded message =====  
From: Laverne Portellas <[laverne@constructionlaw.co.za](mailto:laverne@constructionlaw.co.za)>  
To: "Theo Fitchat" <[theo@cluedapp.co.za](mailto:theo@cluedapp.co.za)>, "Sonet Fitchat" <[sonet@cluedapp.co.za](mailto:sonet@cluedapp.co.za)>  
Date: Wed, 03 Jun 2020 16:30:49 +0200  
Subject: RE: Fee Agreement - Termination of Services  
==== Forwarded message =====

Dear Theo and Sonet,

Your email of yesterday refers, the contents of which are noted.

We hereby accept your instruction to terminate our services and attach herewith our formal response to your request. This letter shall serve as written proof of our acceptance of your termination of our services.

Regarding your request to utilise my services as a consultant, I am unsure on what basis my services would be so required. Should you simply wish to consult with me on an ad hoc basis to obtain my legal advices, I am happy to do this and this service will be charged at my normal hourly rate. However, should you wish me to advise you and/or assist you with trial preparations and the further drafting of documents in the matter, I will unfortunately be unable to assist you without being formally on record.

I trust you will therefore be advised accordingly.

Kind regards,

**Laverne Portellas** | Senior Associate  
**TIEFENTHALER ATTORNEYS INC.**



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Block B, Unit B3, 2<sup>nd</sup> Floor, Estuary Suites, 3 Oxbow Crescent, The Estuaries, Century City, Cape Town, South Africa

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**Attachments:**

SKM\_C36820060316280.pdf

52.6 KB

Subject: Fwd: RE: Amounts owing to Tiefenthaler Attorneys Inc  
From: Sonet Fitchat <sonet@cluedapp.co.za>  
Date: 2023/09/22, 14:07  
To: "Theo Fitchat" <theo@cluedapp.co.za>

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Forwarded message  
=====  
From: Sonet Fitchat <sonet@cluedapp.co.za>  
To: "1 Fitchat" <theo@cluedapp.co.za>  
Date: Mon, 24 Aug 2020 20:22:53 +0200  
Subject: Fwd: RE: Amounts owing to Tiefenthaler Attorneys Inc  
=====  
Forwarded message  
=====

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Forwarded message  
=====  
From: Laverne Portellas <laverne@constructionlaw.co.za>  
To: "Sonet Fitchat" <sonet@cluedapp.co.za>  
Date: Mon, 24 Aug 2020 10:26:31 +0200  
Subject: RE: Amounts owing to Tiefenthaler Attorneys Inc  
=====  
Forwarded message  
=====

Dear Sonet/Theo,

Your email of below refers.

In our letter of termination dated 03 June 2020, you were advised that certain legal services would be rendered after the 03<sup>rd</sup> of June 2020 date, being the filing of the Notice of Withdrawal as your Attorney of Record. You were also informed therein that your final statement of account would be rendered at the end of June/July 2020 once all the final disbursements and other fees associated with the closing of your final had been rendered. Also, on 10 June 2020 an email was sent to Theo in which it was specially stated that you would remain liable for all correspondence that passed between you and I after the date of termination. Due to the fact that you elected to correspond with me after the termination date, I am unsure why you now claim to not be liable for such fees. With respect, I cannot accept that argument and as such, you will remain liable for our fees accordingly.

Furthermore, I have no control over the correspondence I receive from other attorneys. I was however legally bound to inform Theo of Abrahams and Gross correspondence as his previous attorney of record and to inform Abrahams and Gross that I no longer acted for him. Accordingly, I am entitled to charge reasonable fees for forwarding such correspondence to Theo. Theo will therefore remain liable for such fees, especially in light of the fact that there was never a formal termination of my services as between Theo and myself (the letter of termination was specifically only in reference to your matter as against SealTek).

At the onset of the matter, I did warn you that my fees would in all likelihood exceed your claim and that you were to carefully consider this in electing to use the services of my firm in defending this matter. According to my notes, I even advised you that you should attempt to defend the matter on your own to save you legal costs. Despite my advices, you insisted on using our firm as we were experts in the field of construction and as you had been misled by a previous firm of attorneys. You were specifically advised that I was in no way able to predict my legal fees as the question "how long is a piece of string" finds application. All I could advise you of was my hourly rate, which you duly accepted in our Fee Agreement. All my fees were reasonably charged and were charged for work actually done. In all respects, I tried to limit your legal costs as much as reasonably possible.

Whilst I appreciate that most of our clients were financially impacted by the National Lockdown period and the subsequent introduction of the level system, this does not deter from the fact that your plea and counter-claim were, in terms of the Rules of Court, due to be served and filed during the lockdown period. It was therefore beyond anyone's control that the majority of my fees incurred for the drafting of your plea and counterclaim fell during this time. I was employed by you to put the best version of your defence to SealTek's claim to the Court and to advise them of the claims that you, in turn, enjoyed as against SealTek – this was in fact done and done to the best of my abilities. Accordingly, you become liable for the legal fees incurred in the drafting of these pleadings.

I have given you an opportunity to come to an arrangement with our firm to pay off the amount of R 10 506.35. Should you elect not to enter into such an arrangement, the firm shall have no choice but to attend to take further legal action against you for the recovery of such fees, the costs of which shall also be sought from yourself.

I trust you will be advised accordingly.

Regards,

**Laverne Portellas** | Senior Associate  
**TIEFENTHALER ATTORNEYS INC.**



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From: Sonet Fitchat <[sonet@cluedapp.co.za](mailto:sonet@cluedapp.co.za)>  
Sent: Friday, 21 August 2020 13:00  
To: Laverne Portellas <[laverne@constructionlaw.co.za](mailto:laverne@constructionlaw.co.za)>  
Subject: RE: Amounts owing to Tiefertalder Attorneys Inc

Hi Laverne,

We are willing to pay you the amount up until 3 June 2020, when your contract was canceled.

Could you please provide the reason why you believe we are liable for costs after your contract was canceled?

The emails that you sent to Abrahams & Gross after your contract was canceled did not pertain to

us and we are not under a legal obligation to pay you for services rendered after your contract was canceled.

A further concern is that you also did not discuss your total costs with us beforehand at any stage, apart from mentioning your hourly rate. The main reason why your contract was canceled is because you were not upfront with us and did not provide us with the real estimation of what your total costs would be. The claim was R130 000 but your total costs were R160 000. This is completely unacceptable, and it was most certainly not agreed upon. At no time during our discussions was any reasonable expectation made that such a cost would be incurred. You also charged this amount from us during the Covid pandemic, when our income had decreased, and you expected us to pay you this amount, which we did, during a time of crisis. You did not have regard for our family's security or for the financial impact that it had on us.

Kind regards,

Theo

---- On Fri, 21 Aug 2020 10:19:29 +0200 Laverne Portellas  
<[laverne@constructionlaw.co.za](mailto:laverne@constructionlaw.co.za)> wrote ----

Dear Sonet,

We trust you are well.

The writer attempted to call you today, being Friday the 21<sup>st</sup> instance.

The reason for my telephone call was to discuss the amount owing to Tiefertalder Attorneys Inc, being the amount of R 10 506.35. Whilst we appreciate that many of our clients have experienced financial difficulties due to the National Lockdown period, we would kindly request that a payment arrangement be made to reduce the amount owing to our firm.

We await to hear from you accordingly.

Thanks and kind regards,

**Laverne Portellas** | Senior Associate  
**TIEFENTHALER ATTORNEYS INC.**



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