

ANTHONY J. PERAICA & ASSOCIATES, LTD.

LAW OFFICE

5130 SOUTH ARCHER AVENUE

CHICAGO, ILLINOIS 60632

(773) 735-1700

FAX: (773) 585-3035

www.peraica.com

RETAINER AGREEMENT

This RETAINER AGREEMENT is made and entered into as of the date set forth opposite the client's signature below, by and between

Name _____

Address _____

(hereinafter referred to as the "Client"), and Anthony J. Peraica & Associates, LTD. (hereinafter referred to as the "Firm"), pursuant to which Client agrees to retain the Firm and the Firm agrees to represent the Client in connection with the following:

_____ Dissolution of his/her marriage,

_____ Custody

_____ Other

and subject to the terms set forth below:

1. **Engagement.** Engagement of the Firm is secured by a retainer in the amount of \$_____ after the execution of the Retainer Agreement. By signing below, the Client acknowledges reading this entire Retainer Agreement, execution it freely and voluntarily, and agreeing to comply with the provisions contained herein (including the provisions of Exhibits "A" and "B" attached hereto).
2. **Term.** This Retainer Agreement shall be applicable as of the time of the Client's initial conference with the Firm and shall terminate thirty (30) days after entry of a Judgment of Dissolution of Marriage or dismissal of the case, unless extended thereafter by the parties in writing. At all times, however, the Client shall retain the right to terminate the Firm's representation, with or without cause, upon written notice to the Firm.

In such case, the Firm shall utilize its best efforts to effect a smooth and timely transition to any successor counsel designated in writing. In accordance with Illinois law, the Firm shall also retain the right to withdraw as the Client's counsel. The time and costs expended by the Firm in effecting a transition to new counsel are deemed to be compensable services rendered to the Client, and the costs are reimbursable costs.

3. Decision-Making Authority. It is expressly understood that the final authority to make the decision as to whether to proceed to trial in this case or to settle it through negotiations rests with the Client. The Firm will advise the Client as to its professional opinion respecting settlement; but it is without authority to bind the client to any settlement agreement without the Client's express approval.
4. General Acknowledgments and Understandings. The parties acknowledge their understanding that the process of resolving matrimonial disputes through negotiation or litigation often involves unpredictable objective and emotional obstacles.

They further acknowledge that, at the commencement of a Retainer, the Firm cannot guarantee any precise outcome or predict the amount of time required to adequately resolve the problems encountered. It is understood that the firm shall utilize its best efforts in seeking a favorable resolution of the Client in terms of all issues presented and shall strive to represent the Client's interests vigorously and efficiently, with due regard to the high cost of litigation and the projected maximum results achievable under the circumstances.

5. Fees and Costs.

A. General Parameters as to Fees. The Firm agrees to represent the Client, subject to a retainer in the amount of set forth in paragraph 1 above and subject to the other provisions set forth herein. The Firm shall bill the Client on a monthly or quarterly basis for services rendered, all interim billings to reflect minimum hourly rates as set forth in Exhibit "B," attached hereto; and each interim bill is due and payable within thirty (30) days, or by such date as is otherwise agreed upon by the Client and the Firm in writing. The Client shall review each interim bill promptly, as well as promptly bring to the Firm's attention any question or possible error. In terms of interim billings, the Client agrees to pay the Firm for services rendered, at no less than the indicated minimum hourly rates. Upon final resolution of the case, the Firm shall render a final bill to the Client, such final bill taking into account various factors, in addition to the minimum hourly rates, as delineated in the Illinois Rules of

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Professional Conduct (adopted by the Illinois Supreme Court) as being relevant consideration to be included in arriving at a fair and reasonable charge. Such factors include the time and labor required, the novelty and difficulty of the questions involved, the skill requisite to perform the legal services properly, and whether unique expertise of any Firm attorney was utilized; whether acceptance of the particular employment precluded other employment by the firm; the amounts involved and results obtained; the time limitations imposed by the client or by the circumstances (including unique time demands); and the experience, reputation, and ability of the lawyer or lawyers performing the services. The final bill will be rendered prior to the entry of a final order or judgments or as soon as practicable thereafter;

And payment thereon shall be due on the entry of Judgment or by such date as is otherwise agreed upon by the Client and the Firm in writing. (Any payments to third parties processed subsequent to the final bill – e.g., a court reporter’s charge for the final hearing -- will be covered in a supplemental statement relative to final costs, or, alternatively, bill(s) relative thereto will be sent to you for payment.) If there is a disagreement with respect to billing that remains unresolved after any applicable alternative dispute resolution procedures are concluded, the issue will be submitted to a Court for its determination. The Client agrees to pay for all time and costs of the Firm to collect its fees from client or from Client’s spouse or former spouse.

B. Costs. Costs shall include, without limitation, charges for experts, court fees, court reporters and transcript costs, computerized research charges, process server fees, photocopying, telecopying, clerk charges for deliveries, obtaining court dates, etc. and extraordinary travel, representing travel time from the office or home to the Court house. The Client agrees to pay directly or to pay the Firm for all such costs, which shall be set out in billing statements, as well as paying for travel time in excess of 20 minutes from the Court house or home of the attorney.

C. Changes to Hourly Rates. Minimum hourly rates at the Firm are reviewed annually at the end of each calendar year. Changes in rates, if any, are effective as of the subsequent January 1st, as to services performed after such date.

D. The Client’s Primary Liability. Existing law provides that a client has primary responsibility for payment of his or her own attorney’s fees and costs. In certain circumstances, a court may require a spouse with superior economic resources to contribute towards the payment of fees and costs incurred by the opposing spouse. When appropriate circumstances are present, the Firm assists its clients in seeking such a contribution either at an interim

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stage of a case or in connection with or subsequent to the final judgment; but, until such a contribution is either ordered by the court or agreed upon by the opposing spouse, the client shall be and is primarily liable for payment of fees and costs incurred pursuant to the Retainer Agreement. The Firm's services for seeking payment of fees and costs from client or the opposing party are also compensable services rendered to the Client, and all charges for time and costs incurred in the collection of fees shall be paid by client.

6. Amendment to Retainer Agreement. This Retainer Agreement shall be amended only by written instrument between the parties; and no amendment may be effected unless the Client is represented by separate counsel, retained for purposes of effectuating the amendment.

7. Severability. The parties to this Retainer Agreement acknowledge and agree that, if any portion, paragraph, or provision herein is deemed unenforceable, all provisions not deemed unenforceable, all provisions not deemed unenforceable shall remain in full force and effect.

8. Client acknowledges that services may begin even before the date of the signed retainer agreement.

CLIENT

ANTHONY J. PERAICA & ASSOCIATES, LTD.

_____/____/____
(Date)

_____/____/____
(Date)

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EXHIBIT "A"

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Pursuant to §508(f) of the Illinois Marriage and Dissolution Marriage Act

- (1) WRITTEN ENGAGEMENT AGREEMENT. The written engagement agreement, prepared by the counsel, shall clearly address the objectives of representation and detail the fee arrangement, including all material terms. If fees are to be based on criteria apart from, or in addition to, hourly rates, such criteria (e.g., unique time demands and/or utilization of unique expertise) shall be delineated. The client shall receive a copy of the written engagement agreement and any additional clarification requested and is advised not to sign any such agreement which the client finds to be unsatisfactory or does not understand.
- (2) REPRESENTATION. Representation will commence upon the signing of the written engagement agreement. The counsel will provide competent representation, which requires legal knowledge, skill, thoroughness and preparation to handle those matters set forth in the written engagement agreement. Once employed, the counsel will act with reasonable diligence and promptness, as well as use his best efforts on behalf of the client, but he cannot guarantee results. The counsel will abide by the client's decision concerning the objectives of representation, including whether or not to accept an offer of settlement, and will endeavor to explain any matter to the extent reasonably necessary to permit the client to make informed decisions regarding representation. During the course of representation and afterwards, the counsel may not use or reveal a client's confidence or secrets, except as required or permitted by law.
- (3) COMMUNICATION. The counsel will keep the client reasonably informed about the status of representation and will promptly respond to reasonable requests for information, including any reasonable request for an estimate respecting future costs of the representation or an appropriate portion of it. The client shall be truthful in all discussions with the counsel and provide all information or documentation required to enable the counsel to provide competent representation. During representation, the client is entitled to receive all pleadings and substantive documents prepared on behalf of the client and every document received from any other counsel of record. At the end of the representation and on written request from the client, the counsel will return to the client all original documents and exhibits. In the event that the counsel withdraws from representation, or is discharged by the client, the counsel will turn over to the substituting counsel (or, if no substitutions, to the client) all

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original documents and exhibits together with complete copies of all pleadings and discovery within thirty (30) days of the counsel's withdrawal or discharge.

- (4) ETHICAL CONDUCT. The counsel cannot be required to engage in conduct which is illegal, unethical, or fraudulent. In matters involving minor children, the counsel may refuse to engage in conduct which, in the counsel's professional judgment, would be contrary to the best interest of the client's minor child or children. A counsel who cannot ethically abide by his client's directions shall be allowed to withdraw from representation.
- (5) FEES. The counsel's fee for services may not be contingent upon the securing of a dissolution of marriage, upon obtaining custody, or be based upon the amount of maintenance, child support, or property settlement received, except as specifically permitted under Supreme Court rules. The counsel may not require a non-refundable retainer fee, but must remit back any overpayment at the end of the representation. The counsel may enter into a consensual security arrangement with the client whereby assets of the client are pledged to secure payment of legal fees or costs, but only if the counsel first obtains approval of the Court. The counsel will prepare and provide the client with an itemized billing statement detailing hourly rates (and/or other criteria), time spent, tasks performed, and costs incurred on a regular basis, at least quarterly. The client should review each billing statement promptly and address any objection or error in a timely manner. The client will not be billed for time spent to explain or correct a billing statement. If an appropriately detailed written estimate is submitted to a client as to future costs for a counsel's representation or a portion of the contemplated services (i.e., relative to specific steps recommended by the counsel in the estimate) and, without objection from the client, the counsel then performs the contemplated services, all such services are presumptively reasonable and necessary, as well as to be deemed pursuant to the client's direction. In an appropriate case, the client may pursue contribution to his or her fees and costs from the other party.
- (6) DISPUTES. The counsel-client relationship is regulated by the Illinois Rules of Professional Conduct (Article VIII of the Illinois Supreme Court Rules), and any dispute shall be reviewed under the terms of such Rules.

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EXHIBIT "B"

	RATE/HOUR
ANTHONY J. PERAICA	<u>\$475.00</u>
ASSOCIATE	<u>\$325.00</u>
PARALEGAL	<u>\$175.00</u>
CLERK/OFFICE STAFF	<u>\$ 95.00</u>

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