

## LEGAL REPRESENTATION AGREEMENT

**Client:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Law Firm:** Black, Ballard, McDonald, P.C.  
108 South Ninth Street  
P.O. Box 4007  
Mt. Vernon, Illinois 62864  
Phone: (618)242-3310  
Fax: (618)242-3735  
[www.illinoisfirm.com](http://www.illinoisfirm.com)

2.3.2020

**Date:** \_\_\_\_\_

**Type of Case:** \_\_\_\_\_

**Representation.** Representation starts upon payment of the retainer. Law Firm will provide competent representation, act with reasonable diligence and promptness, use its best efforts, but cannot guarantee results. Law Firm will abide by 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 Client to make informed decisions regarding representation. Law Firm may not use or reveal a Client's confidence or secrets, except as required or permitted by law. In order to effectively represent Client, it may be necessary, from time to time, for attorneys in this office to work together and separately both in the office and in Court on Client's behalf, so that Client has the maximum benefit of the services of Law Firm.

**Communication.** Law Firm will keep Client reasonably informed about the status of representation and will promptly respond to reasonable requests for information. Client shall be truthful in all discussions with Law Firm and provide all information or documentation required to enable Law Firm to provide competent representation. During representation, Client is entitled to receive all pleadings and substantive documents prepared on behalf of Client and every document received from any other counsel of record. On written request from Client, Law Firm will return to Client all original documents and exhibits. Law Firm can communicate by client through email but will maintain formality and respond to most emails with an attached PDF document.

**Ethical Conduct.** Law Firm will not engage in conduct which is illegal, unethical, or fraudulent. In matters involving minor children, Law Firm may refuse to engage in conduct which, would be contrary to the best interest of Client's minor child or children.

**Legal Fees.** Law Firm cannot predict or guarantee what Client's final bill will be. This will depend on the amount of time spent on Client's case and the amount of other expenses. This Firm sends monthly billing statements whether or not an amount is owed.

A. **Initial Payment.** Client shall pay to Law Firm the sum of \$5,000.00 as a retainer. This sum will be used to pay Client's fees and expenses according to this Agreement. Any

amount of the retainer not utilized by Law Firm shall be reimbursed at the end of the representation.

- B. **Additional Payments During Pendency of Case.** Additional payments of fees shall be made at the rate of \$400.00 per month after the original retainer has been utilized and billed. Once the remaining retainer with the firm drops below \$1,000, Client shall start making \$400.00 per month payments. Should fees not be paid by Client after the retainer has been utilized the Firm will advise of those missed payments and if not immediately made up, may withdraw from Client's representation. Remaining fees will be set forth in a bill payable upon conclusion of the case or the withdrawal of this Firm. After the conclusion of a case, Client shall continue to make payments towards any outstanding fees still owed by Client to Law Firm, or, shall use proceeds from any settlement to pay off remaining balance. Law Firm can require final settlement payments to be first paid to Law Firm towards any fees outstanding. Payments can be made online from the Firm's website at [illinoisfirm.com](http://illinoisfirm.com) using the LawPay feature.
- C. **Services Billed.** Client will be billed at \$225.00 per hour for the services of a Partner of the firm and \$125.00 per hour for work done by an Associate. This includes **TELEPHONE CALLS** (minimum charge of .1 hour (6 minutes)), dictating and reviewing letters, writing and responding to **EMAIL**, conferences, meetings, depositions, interviewing witnesses, Court appearances, document and pleading preparation, review of documents and pleadings received, travel time to and from meetings and Court, legal research, negotiations, trial preparation, and any other service relating to this representation. This includes communication with this office that does not necessarily result in direct communication with any Attorney. If communication with office staff necessitates a conference with the Attorney for confirmation or clarification of the question at issue, that service will be billed.

**Costs and Expenses.** In addition to legal fees, Client pays the following additional costs and expenses:

Expert fees, Court costs, accountants' fees, appraisers' fees, investigator fees, Court reporter fees and transcription costs, service fees, deposition costs, messenger services, photocopying charges, faxes, travel expenses, telephone calls, postage, and any other necessary expenses in this matter.

Law Firm may suggest that expert(s), accountants, appraisers, investigators be retained directly by Client, or that records from 3rd parties be subpoenaed. Client would then be solely responsible to pay the expert(s) and additional costs. Law Firm may require advance fees prior to hiring an expert or sending subpoenas. No expert will be retained by Law Firm unless prior approval by Client is received.

If Client chooses not to authorize a particular expense that Law Firm believes is necessary to represent Client competently, or if Client gives Law Firm an instruction that forces Law Firm to assume an unreasonable financial burden, Law Firm may withdraw from representing Client.

**Billings and Payment.** Law Firm will send monthly itemized billing statements detailing hourly rates, time spent, tasks performed, and costs incurred. Client shall review each billing statement promptly and address any objection or error in a timely manner. Client will not be billed for time spent to explain or correct a billing statement. If no timely objection, all such services are presumptively reasonable and necessary, as well as to be deemed pursuant to Client's direction. Legal fees paid by MasterCard or Visa to the law office of Black, Ballard, McDonald, P.C. shall be subject to provisions of the Illinois Code of Professional Responsibility governing legal fees and client funds including Rule 1.5, and any amendments or additional rules adopted by the Illinois Supreme Court. You, may pay by credit card, and, may make a written complaint to the bank which issued your card in the event of a dispute with this office as to the amount charged.

**Client's Responsibility.** Client must fully cooperate with Law Firm and provide information relevant to the issues involved in this matter. Client must also pay all bills as required by this Agreement. If Client does not comply with these requirements, Law Firm may withdraw from representing Client. Law Firm will also withdraw at Client's request.

**No Guarantee.** Law Firm agrees to provide conscientious, competent, and diligent services and at all times will seek to achieve solutions which are just and reasonable for Client. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law, and many unknown factors, attorneys cannot and do not warrant, predict, or guarantee results or the final outcome of any case.

**Signatures.** Client and Law Firm have read and agree to this Agreement. Law Firm has answered all of Client's questions and fully explained this Agreement to Client's complete satisfaction.

CLIENT HAS BEEN GIVEN A COPY OF THIS AGREEMENT AND HAS RECEIVED ANY ADDITIONAL CLARIFICATION REQUESTED. CLIENT HAS BEEN ADVISED NOT TO SIGN THIS AGREEMENT IF HE OR SHE FINDS IT TO BE UNSATISFACTORY OR IF CLIENT DOES NOT UNDERSTAND ITS CONTENTS.

**BLACK, BALLARD, MCDONALD, P.C.**

By \_\_\_\_\_  
Aaron S. Carnine, Attorney

\_\_\_\_\_  
Client

## STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES (750 ILCS 5/508)

(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 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. In full disclosure, Aaron Carnine does business as [www.ourchildinfo.com](http://www.ourchildinfo.com) and is the principal owner of that site and business. No obligation exists for clients of this firm to use that site it remains optional.

(5) **FEES.** The counsel's fees for services may not be contingent upon the securing of a dissolution of marriage or being allocated parental responsibility 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, task 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.