

**Law Offices of
Michael A. Meschino**

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ATTORNEY/CLIENT AGREEMENT
(Pre-Decree)

Dated:

Jane Smith, Client and Michael A. Meschino, Attorney at Law (hereinafter referred to as "Attorney"), agree as follows:

1. Client retains Attorney to settle or litigate Client's marital difficulties with Client's spouse, Joseph Smith, and Client agrees to pay the fees and costs hereinafter stated:

2. Client shall pay the Attorney the sum of \$3,500.00 as a retainer fee (receipt of which is hereby acknowledged). The retainer fee is refundable but is to be credited against fees, interest and costs advanced.

3. Attorney shall keep a complete record of time. Client's fees for services shall be based upon the amount of time expended, charges at an hourly rate of \$175.00 for non-court time and \$225.00 for time spent in Court and depositions, the complexity of the case, the degree of responsibility, and the expertise of the attorney involved. Client understands that other attorneys associated with Michael A. Meschino, and/or Legal Assistants (i.e., paralegals and law clerks) may provide services to the client in regard to this litigation when necessary as determined by Attorney.

4. Attorneys' fees, interest, costs and witness fees which are incurred shall be paid directly by the client. At all times, Client shall have the right to discuss the estimated cost of litigation and approximate time thought to be needed to conclude the litigation.

5. Telephone calls and letters are billed on a .3 hour minimum.

6. That Client agrees that the term "Court Time" includes depositions, and one-half hour of travel time to the Courthouse or the place of any deposition other than Michael A. Meschino's office.

7. Client agrees that when the retainer funds are depleted, Client shall re-establish a retainer account based upon agreement with Attorney as to the amount.

8. Client agrees to pay interest to the Law Offices of Michael A. Meschino, on any unpaid balance due and owing to the same at the rate of NINE (9%) PERCENT per annum until the principal balance and accrued interest are paid in full.

9. Client shall be billed at the conclusion of the matter for all cash expenses, fees and interest incurred on behalf of Client.

10. Client agrees to pay all fees, costs and interest in full prior to entry of a final decree and is personally responsible for fees, costs and interest whether or not Client's spouse is required to reimburse Client for such charges by court order. Client understands that costs include but are not limited to, court costs, deposition fees, excessive copying costs (in excess of 50 pages), witness fees, subpoena fees, transcript fees, expert witness expenses, and the like.

11. Attorney shall charge Client a separate and additional fee for any hearings, litigation, appeal or controversy which take place after the entry of the final decree.

12. Effective June 1, 1997, the Illinois Legislature requires that every Engagement Agreement letter must have appended to it a Statement of Client's Rights and Responsibilities. The purpose of this is to afford a greater understanding between us regarding the overall parameters of our working relationship so that misunderstandings will not develop. That a copy of the Statement of Client's Rights and Responsibilities is attached to this Agreement.

13. Client acknowledges that he has been supplied with a copy of this Agreement and agrees to the contents thereof.

By: _____
Jane Smith

Michael A. Meschino

(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.

(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."