

**CONTRACT FOR ATTORNEY SERVICES AND
AUTHORIZATION TO PROVIDE LEGAL REPRESENTATION**

, (hereinafter "Client"), hereby requests and authorizes Joan S. Colen, Attorney at Law (hereinafter "Attorney"), to represent her/him, and Attorney hereby commits to represent client, in the following matter:

Client Cooperation

Client understands and agrees that s/he is responsible to cooperate fully with Attorney which includes, but is not limited to, the following:

- ▶ Providing all information necessary to enable Attorney to provide proper representation;
- ▶ Notifying Attorney immediately of any change of address, telephone number or other contact information;
- ▶ Complying with court orders;
- ▶ Avoiding any communication with opposing counsel unless specifically authorized in advance by Attorney;
- ▶ Responding to telephone calls and other communications from Attorney, and coming to Attorney's office or to court when requested by Attorney; and
- ▶ Paying all billing statements promptly upon receipt.

Legal Fees and Costs

Client agrees to pay Attorney an initial Advance Payment Retainer of \$_____ as and for legal services, and initial filing fees of \$___, which immediately becomes the property of Attorney. This retainer is considered immediate compensation for Attorney's commitment to perform future services and will be credited against legal fees incurred on Client's behalf. The retainer will be deposited by Attorney in one or more accounts owned by Attorney at Citibank or its successors and will be withdrawn at Attorney's discretion. At the end of each month, Attorney will send out a statement detailing the nature of the work performed, the amount of time billed to Client's case and the amount of the retainer remaining to be expended. Attorney reserves the right to (a) bill Client monthly for all legal services performed; and/or (b) request an additional Advance Payment Retainer in the event it appears that more time is required than was anticipated. Attorney reserves the right to terminate this Contract in the event Client is unable or unwilling to pay such monthly bills or provide such additional retainer. In the event Attorney is

holding any unearned fees at the end of the Attorney-Client relationship, Attorney will refund that sum to Client.

Client alone has the option to insist on placing his/her money into a Security Retainer, which would: (a) be deposited into a client trust account; (b) remain the property of Client; and (c) secure payment for future services to be performed by Attorney. However, Attorney reserves the right to decline representation in the event Client opts for a Security Retainer and not an Advance Payment Retainer. An Advance Payment Retainer may be preferable to a Security Retainer for clients facing bankruptcy, a collection action or a criminal forfeiture proceeding who need to secure sufficient funds out of the reach of seizure in order to hire counsel.

Attorney's fees are based on the amount of time spent on the case, multiplied by an hourly rate of \$200 per hour. Services for which Client will be billed include, but are not limited to, meetings with Client, document preparation, document review, telephone conferences and calls, correspondence via mail or email, depositions, court appearances, research and other work that may be necessary for Attorney to provide proper legal representation.

Costs of litigation will be charged separately and are the responsibility of Client to pay in advance. Costs include, but are not limited to, filing fees, court reporters and messengers. In addition, it may become necessary to retain experts to assist in the valuation of real estate, business assets, and/or pension benefits, or to make recommendations regarding child custody and/or visitation or for other purposes. Client agrees to be responsible for payment of any and all expert fees. Attorney agrees not to retain an expert without first discussing it with Client and obtaining the consent of Client to do so.

Termination of the Attorney-Client Relationship

Either Attorney or Client may terminate this Contract at any time by giving notice to the other in writing. However, if Attorney has filed an appearance on behalf of Client with a court or administrative agency, it may be necessary to obtain permission from the court or administrative agency before Attorney can withdraw as counsel of record.

Attorney specifically reserves the right to terminate this Contract and seek leave to withdraw in the event Client becomes indebted to Attorney and, in that event, Client agrees to reimburse Attorney for any and all collection expenses, including court costs and attorney's fees incurred in collecting the

amounts due.

By signing this Contract, Client understands and agrees that s/he has not been guaranteed any specific outcome with regard to the issues in this case. A Statement of Client's Rights and Responsibilities, pursuant to 750 ILCS 5/508, is attached to, and made a part of, this Contract. By signing this Contract, Client acknowledges receipt of a Statement of Client's Rights and Responsibilities.

DO NOT SIGN THIS CONTRACT UNLESS YOU ARE SATISFIED WITH ITS TERMS.

DO NOT SIGN THIS CONTRACT IF YOU DO NOT UNDERSTAND IT.

Client

Date

Attorney

Date

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

(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.