

From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Attorney-Client Agreement Dulberg v. Popovich et al
Date: October 23, 2020 at 9:23 AM
To: Alphonse Talarico contact@lawofficeofalphonsetalarico.com

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3.5 MB

On Oct 23, 2020, at 8:38 AM, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> wrote:

Mr. Paul Dulberg,

Please see attached the revised Attorney-Client Agreement.

Thank you,
Alphonse A. Talarico, Esq.

From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Friday, October 23, 2020 7:51 AM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: Re: Attorney-Client Agreement Dulberg v. Popovich et al

Good Morning Mr Talarico,

I haven't seen the new agreement yet.

As soon as you send it I will sign it and email it back.

Paul

On Oct 22, 2020, at 4:45 PM, Paul Dulberg <Paul_Dulberg@comcast.net> wrote:

Also, Can I sign the agreement and scan it in and send it back to you via email or do I need to visit your office and sign it there?

On Oct 22, 2020, at 3:49 PM, Paul Dulberg <Paul_Dulberg@comcast.net> wrote:

Dear Mr Talarico,

I have received the attorney-client agreement and am reviewing it.

I understand that you will set up a trust account with the \$7500 I already gave to you and that I need to give you \$2500 more.

How do I go about putting more money in the trust account within 7 days of your use of the funds?

Do I just mail a check made out to you or is there a simple way to set up a direct deposit of sorts straight from my checking account?

I fear that to use the US mail system to send a check may take more than 7 days at times.

Please forward instructions on the fastest and easiest way to keep the funds at the level you request in the agreement.

Thank you,
Paul

Paul Dulberg
847-497-4250

On Oct 22, 2020, at 3:05 PM, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> wrote:

Dear Paul Dulberg,

attached please find the attorney-client agreement that has to be executed before I can file my appearance.

Your anticipated cooperation is greatly appreciated,
Alphonse A. Talarico, Esq.
<Attorney Client Agreement.rtf>

<Attorney Client Agreement.rtf>

ENGAGEMENT AGREEMENT: SECURITY RETAINER

Thank you for allowing attorney Alphonse A. Talarico, whose office address is 707 Skokie Boulevard, Suite 600, Northbrook, Illinois 60062 to assist you, **PAUL DULBERG**, whose residence is 4606 Hayden Court, McHenry Illinois 60051 and whose Social Security Number is ***
** in the matter known as **PAUL DULBERG VS. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. AND HANS MAST 17LA000377** The following engagement agreement sets forth the terms and conditions of our attorney-client relationship. Further, the agreement contains a statement of your rights and responsibilities pursuant to Illinois law. Your signature on this document will reflect your consent to be bound by the terms and conditions contained herein. Please read and consider all provisions before signing. Once again, thank you for allowing me to be of assistance.

Alphonse A. Talarico's billing is \$225.00 per hour for office time and \$275.00 per hour for court time. The hourly rate is directly related to the complexity of the issue, the skill necessary for the task, and the experience of the attorney performing the work. Due to the unpredictable length of time of any case, hourly rates are subject to change by some modest amount upon 30 days written notice. Paralegal services, if reasonably required, will be billed at a rate of \$75.00 per hour.

You will be billed for all time spent handling your case, including, but not limited to, the following: court (including travel and waiting time appurtenant thereto); negotiations; consultations and meetings; telephone, e-mail, and written correspondence; legal research; document preparation; discovery and evidence depositions; and any time spent in preparation of/for the above. A minimum time charge of one-fourth hour will be billed for reviewing all correspondence and one-tenth hour for telephone calls. In addition to the hourly billing, you may be assessed certain necessary costs. Those costs may include, but are not limited to, the following: Court Call appearances; filing fees; process server fees; court reporter fees; photocopy costs; facsimile charges; subpoena costs; postage and witnesses' fees. It may also be necessary to retain certain experts relative to various issues in the case. I will apprise you of the need for any such experts and the costs thereof. You will be responsible for contracting and paying said experts. As with the above-mentioned items, you will be billed for any such costs. You will be responsible for all related fees and costs incurred by Alphonse A. Talarico. Anticipated major expenses, such as overnight travel may be billed and due in advance in enough time to pay before incurred. Nonpayment of advance or incurred costs or reimbursement of client trust funds can be basis for attorney withdrawal.

Illinois law, as well as the Rules of Professional Conduct, provides that attorneys' fees are not based solely on hours spent. In determining the reasonableness of the fees, the following are taken into consideration: the skill and standing of the attorneys employed; the nature of the controversy; the novelty and difficulty of the issues involved; the amount and importance of the subject matter; the degree of responsibility involved in the management of the case; the time and labor required; the usual and customary charge in the community; and the resulting benefit to you.

Alphonse A. Talarico requires an initial retainer fee prior to the commencement of representation. The required retainer in this matter is \$10,000.00. The first payment of \$7,500.00 has been received and the additional \$2,500.00 is to be paid by the client and received on or before October 30, 2020. The retainer will be deposited into a trust account and credited against the legal fees and costs incurred. All money deposited into a client trust account earns interest but neither you

nor I own said interest by Illinois Supreme Court Rule. By entering into this agreement, you are authorizing the firm to withdraw from the account all fees earned, and costs incurred. You are required to reimburse the fees earned and costs incurred so that the balance for your account is at \$10,000.00 within 14 days of sending your invoice by email. You may be charged interest at the highest rate an attorney can charge in the State of Illinois if payment is not received in a timely manner. Payment may be made in cash, check or LawPay transfer only (if you use LawPay you are responsible for the additional fees incurred for the use of your credit card). Any unused portion of your retainer will be returned 60 days after: a final order is entered in this matter; a Court order is entered allowing withdraw of my representation; a Court order is entered allowing a substitution of attorneys; you terminate my services; my services are ended by accomplishing THE OBJECTIVES OF THE REPRESENTATION. Payment or installment plans will be allowed only with the express written consent of Alphonse A. Talarico. Notice of the fees incurred will come in the form of a detailed statement. After reviewing the most current statement, you may contact my office regarding any questions or problems you may have. I require that you do so in writing within 5 days of receipt.

The parties acknowledge that the fee arrangement may be amended to a contingency fee basis at a rate to be mutually agreed upon, NO LESS THAN 1/3 OF ANY MONEY PAID TO THE CLIENT, after December 31, 2020. If a contingency fee arrangement is entered into the retainer amount paid will not be refunded and the parties agree that that amount is a reasonable attorney fee for the legal services to review and be brought up to speed and to litigate the current matter and review the prior case titled **PAUL DULBERG VS. DAVID GAGNON ET AL. 12LA000178.**

I am a sole practitioner and I expect to do each Court appearance on your matter but if the unforeseen happens and I am ill or injured you acknowledge that I can send a substitute to appear that day whose fees will be at the same rate as mine.

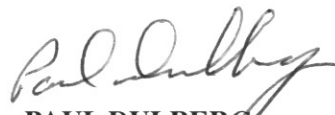
I appreciate the opportunity to assist you in this matter. I will use every effort to handle your case promptly, efficiently, and in accordance with the highest legal and ethical standards. However, I cannot and do not make any representations or guarantees regarding the outcome of this matter.

The client herein is **Paul Dulberg** in his personal capacity and not in any other legal capacity.

You have the right to review this agreement with an independent attorney if you so desire. Prior to signing, please contact me with any questions or problems regarding this agreement.

Attached and incorporated into this agreement is a Statement of Client's Rights and Responsibilities. The Statement is offered as a further explanation of the attorney-client relationship into which you are entering. Please review it carefully and sign and date where designated to indicate that you have read and understand the contents.

DATE: October 23, 2020



PAUL DULBERG
Client's Signature

ALPHONSE A. TALARICO
Attorney's Signature

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

(1) **WRITTEN ENGAGEMENT AGREEMENT.** The written engagement agreement, prepared by 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 has commenced upon the payment of the stated \$7,500.00 retainer with the second installment of \$2,500.00 to be received on or before October 30, 2020. The execution of this **ENGAGEMENT AGREEMENT: SECURITY AGREEMENT** is a further requirement. Counsel will provide competent representation, which requires legal knowledge, skill, thoroughness, and preparation to handle those matters set forth in this written engagement agreement. Once retained 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. Counsel will abide by the client's decision concerning the objectives of representation, including (if relevant) whether 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 the representation. During representation and afterwards, counsel may not use or reveal a client's confidence or secrets, except as required or permitted by law.

(3) **COMMUNICATION.** 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 counsel and provide all information or documentation required to enable counsel to provide competent representation. The Client will be forthcoming with all information relevant or possibly relevant to the matter herein. 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 upon written request from the client and payment of the above specified costs, counsel will return to the client all original documents and exhibits. If counsel withdraws from representation or is discharged by the client, 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 counsel's withdrawal or discharge.

IF THE CLIENT FAILS TO PAY ALL FEES AND COST DUE TO THE ATTORNEY THE CLIENT ACKNOWLEDGES AND AGREES THAT THE ATTORNEY MAY INVOKE THE ILLINOIS ATTORNEY'S RETAINING LIEN (COMMON LAW) AND/OR THE ILLINOIS ATTORNEY'S LIEN ACT 770 ILCS 5/0.01 (STATUTORY). ADDITIONALLY, CLIENT WILL BE RESPONSIBLE FOR ATTORNEY'S FEES AND COST TO COLLECT SAID AMOUNTS DUE AND OWED.

(4) ETHICAL CONDUCT. Counsel cannot be required to engage in conduct that is illegal, unethical, fraudulent or any ex-parte communication. Counsel who cannot ethically abide by his client's directions shall be allowed to withdraw from representation.

(5) FEES. Counsel may not require a nonrefundable retainer fee but must remit back any overpayment at the end of the representation UNLESS SAID REPRESENTATION IS AMENDED TO A CONTINGENCY FEE BASIS. Counsel may enter 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 counsel first obtains approval of the Court. 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). **CLIENT ACKNOWLEDGES THAT COUNSEL IS BEING RETAINED LESS THAN A WEEK BEFORE A NECESSARY COURT APPEARANCE AND THAT A MOTION TO COMPEL IS PENDING. THEREFORE, THIS REQUIREMENT IS SUSPENDED UNTIL THE FINAL RETAINER AMOUNT IS RECEIVED AND A DETERMINATION REGARDING AMENDING THIS AGREEMENT IS REACHED BY CLIENT AND ATTORNEY.** 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 the client as to future costs for counsel's representation or a portion of the contemplated services (i.e., relative to specific steps recommended by counsel in the estimate) and, without objection from the client, 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 fees and costs from another party, but such action does not relieve the client of his duty to timely pay all fees and costs to this attorney.

(6) DISPUTES. The attorney-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.

(7) DISMISSAL. The client may dismiss the attorney without cause, but you must still pay all fees and costs invoiced and incurred on your behalf.

(8) WITHDRAWAL OF REPRESENTATION. I may withdraw my appearance on your behalf if you violate any term of this agreement or if you fail to reimburse the retainer amount of \$10,000.00 within 14 calendar days of an invoice being sent.


(9) INVOICES, STATEMENTS, BILLS. All Invoices, statements, bills...will be sent to you by email at Paul_Dulberg@comcast.net.

(10) COPIES OF YOUR FILE. After the matter is closed or the attorney-client relationship is ended by any means you may obtain copies of your file by paying my standard photocopying charge and a minimum fee to compensate me for staff time to duplicate the file. Due to storage constraints your file will be destroyed after ten (10) years.

The parties acknowledge that this agreement contains 5 typed pages.

I have read and understand my rights and responsibilities as set forth in this ENGAGEMENT AGREEMENT: SECURITY RETAINER.

DATE: October 23, 2020


PAUL DULBERG
Clients' Signature