

***The Clinton Law Firm, LLC***

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October 30, 2018

Paul Dulberg  
4606 Hayden Ct.  
McHenry, IL 60051  
847-497-4250  
[paul\\_dulberg@comcast.net](mailto:paul_dulberg@comcast.net)

Re: **Legal Malpractice Claim Against**

Dear Mr. Dulberg:

This will confirm that you have asked us to represent you in connection with your breach of fiduciary duty lawsuit against Law Offices of Thomas Popovich, PC and Hans Mast, which was filed in the Twenty Second Judicial Circuit, McHenry County, Illinois, Case No. 17 LA 377, and is currently pending there.

In accordance with Firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been retained.

**MUTUAL RESPONSIBILITIES**

We will provide the legal services that, in our professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards. You agree that you will be reasonably available to confer with us upon request, will provide us with such documents and information relating to the matter, will disclose all facts and circumstances that may bear upon our handling of the matter, will promptly pay our bills for costs incurred in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

**SCOPE OF REPRESENTATION**

We are confident that our services in this matter will prove beneficial and we hope that you will seek our assistance with other matters in the future. However, our present agreement to provide legal services is limited to the matter, identified above, for which we have been engaged.

**DETERMINATION OF FEE**

It is agreed that we will handle this matter on a contingency basis. Our firm will be entitled to one-third of any recovery whether from settlement or judgment.

You will also be responsible for paying our out-of-pocket costs incurred during the pendency of the case. These costs can include court fees, reporter fees, and copying costs. We do not expect this expenses to be extraordinary, but if we expect a costly expense, we will notify you and may require you to pay the vendor directly.

Our firm requests a retainer of \$5,000 in order to cover the initial costs in this case. We will not begin work until this letter is signed and the retainer fee is received.

### **TERMINATION**

We anticipate a long and mutually satisfactory relationship. However, you have the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice if you fail to cooperate with us or to pay our bills for costs incurred when due or if we determine that continuing to represent you would be unethical, impractical or improper. If our relationship is terminated by either of us, you will remain obligated to pay us in full for our past services under principles of *quantum meruit* and for costs and expenses in accordance with the terms of this letter.

### **NO GUARANTEE OF OUTCOME**

We do not guarantee any outcome in the litigation. Any views expressed as to the possible ruling are our opinions only.

### **AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING**

This agreement will apply to this matter only. If you wish to obtain our assistance with another matter, we will prepare a written engagement agreement for that matter.

### **DISPUTE RESOLUTION**

You agree that this agreement is governed by the substantive law of the State of Illinois.

*Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof,*

*including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before one arbitrator. Additionally, any claim against the Clinton Law Firm or any of its attorneys is subject to arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. By agreeing to arbitration, you agree to waive your right to a jury trial and your right to appeal.*

Please review this letter carefully and raise and discuss with me any questions which you may have. If this letter accurately reflects your understanding of our attorney-client relationship, please indicate your approval and acceptance by dating and signing this letter and returning it to me. You may also have another lawyer review this agreement.

If you have any questions, do not hesitate to contact me.

Sincerely,

Edward X. Clinton, Jr.

**APPROVED AND ACCEPTED:**

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Paul Dulberg

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Date