# ATTORNEY-CLIENT RETAINER AGREEMENT
## ADVANCE FEE RETAINER

This is an Agreement you, **Paul R. Dulberg** of **4606 Haydew Court, McHenry, Illinois,** and I, THOMAS W. GOOCH, of THE LAW OFFICES OF GAUTHIER and GOOCH, have made this **16th day of December, 2016.**

1. ENGAGEMENT AGREEMENT - You agree to retain and engage me to represent you in relation to a certain matter relating to an excessive fees case against **Thomas J. Popovich, the Law Offices of Thomas J. Popovich, P.C., and his nominees,** you authorize me to appear in any lawsuit which may be filed in this matter, to enter into discussions toward settlement or compromise of any such litigation, or to proceed as I deem advisable with your approval.

2. This matter is being accepted with an advance payment retainer of **$10,000.00** the receipt of which is hereby acknowledged. CLIENT, **Paul A. Dulberg**, understands that no work will be performed on their behalf until the retainer is paid in full.

Upon receipt of payment, the retainer funds shall become the property of Gauthier & Gooch and will not be deposited into a client trust account. The retainer funds shall be deposited into the Gauthier & Gooch general account where it will be used to pay expenses. Gauthier & Gooch recommends and sets advance payment retainers as opposed to security retainers for the reason that Gauthier & Gooch sets the amount of the advance payment retainer predicated upon the initial necessities of the case and further because of prospective economic advantage to the client. Gauthier & Gooch believes that the use of an advance payment retainer is advantageous to a client in that it secures Gauthier & Gooch's representation through the use of funds which, once paid, secure representation to the conclusion of the matter. A security retainer is one where the money received from a client is held in a trust account or escrow account for the client with fees billed as earned or incurred against the account. Such funds remain the property of the client until earned, and are not beyond the reach of the client's creditors.

Notwithstanding that this is an advance payment retainer, any unused or unbilled portion of this advance payment retainer will be returned to the client.

The initial retainer shall be applied against actual legal services performed for the CLIENT. The advance payment retainer, and any other payment made by or on behalf of CLIENT in excess of any outstanding balance due COUNSEL, shall be considered the property of COUNSEL, subject to any refund due CLIENT as provided under Article VII of this Section, and shall be deposited into COUNSEL'S general account. The

actual legal services performed for the CLIENT shall include all time spent by COUNSEL for CLIENT concerning this matter, excluding the initial interview.

3. BILLING AND FEE BASIS - My fee is based upon the amount recovered on your behalf. My fee is **25%** of the gross amount recovered, **LESS THE RETAINER PAID**. You will also be billed for all necessary costs and expenses incurred on your behalf and you will be called upon to pay for necessary costs and expenses in advance. Reasonable costs and expenses, include but are not limited to, both testifying expert fees and consulting (non-testifying) expert fees, filing costs, service of process costs, deposition costs, and other costs attendant with court filings, court appearances and appearances in the prosecution and/or settlement of this case. You will also be billed for all necessary costs and expenses incurred on your behalf and you may be called upon from time to time to pay for necessary costs and expenses in advance. Reasonable costs and expenses can include but are not limited to: both testifying experts and consulting (non-testifying) experts expert fees, filing costs, service of process cost, deposition costs and other costs incurred with court filings, court appearances and appearances in the prosecution and/or settlement of this case.

4. I will from time to time seek the assistance of other professionals and staff at our office as I deem appropriate for the most effective and efficient handling of your case.

5. NO RESULTS PREDICTED - I have not made any warranties or representations. Nor have I given you any assurances as to the ultimately favorable or successful resolution of your claim or defense of the action referred to above, nor as to the favorable outcome of any legal action that may be filed. All of my expressions relative to your case are only my opinion based upon all facts presented to me at the time that opinion is offered.

6. PAYMENT BY OPPOSING PARTY - The court may order your adversary to pay part or all of your attorneys' fees and costs. Such awards are totally unpredictable. You will remain primarily liable for such payment of the total fee and costs. Any amount received pursuant to court order will be credited to your account or refunded to you if I have already been paid in full.

7. SETTLEMENT - I will not make any settlement of your case without your consent, nor will any proceedings be filed in court without your prior knowledge and consent unless necessary to protect you interests on an emergency basis.

Agreed this 16th Day of December 2016

Paul R. Dulberg

THOMAS W. GOOCH for
GAUTHIER and GOOCH

Thomas W Gooch
GAUTHIER and GOOCH
209 South Main Street
Wauconda, Illinois 60084

BARBARA A. DULBERG
PH. 847-497-4250
4506 HAYDEN CT.
MCHENRY, IL 60051

2610

DATE 12/16/2016

PAY TO THE ORDER OF GATHER & COACH $10,000.00

Ten Thousand & 00/100 DOLLARS

McHENRY BANK & TRUST*
A Branch of Crystal Lake Bank & Trust Company, N.A.
AWESTRUST COMMUNITY BANK

FOUNDER

MEMO Retainer

Barbara A Dulberg

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