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Date _____

John Doe
1234 Main Street St
Anywhere USA

Re: Retainer and Fee Agreement: Re: People vs. _____
Charge of_____;

Dear Mr. Doe,

Thank you for coming to see us regarding the _____charges against you in Cook County, Illinois. This letter will serve to confirm our understanding in regards to the retainer that you have agreed to pay us in the amount of $_____, and the attorneys fees for representation in the above referenced matter.

A retainer is an amount that is paid to our office by you, the client, as consideration for our office agreeing to accept your case. There are three (3) different types of retainers which are explained in the attached “explanation of retainers”. We require a “classic retainer”, and we are unwilling to represent you if you do not agree that this type of retainer. This is because by accepting your case, we are thereby obligated to refuse any employment that would ever present a legal "conflict of interest." Thus, our potential for future clientele is limited.

Additionally, we are obligated to limit the number of new clients that we do accept in order that we may perform the work with the highest amount of efficiency. Our work load must be planned so that we can perform all legal services necessary to protect your interests.

For the above reasons, a retainer is nonrefundable. We do not take every case that is offered to us. We limit our practice that we may do only the finest quality of work for you. The retainer is our way of assuring you that when you need help, we will be available.

The full and final fee that you will be charged has not yet been determined. The $_____ retainer covers representation in dealing with the police in the investigation and arrest process, representation at the bond hearing,(unless you have already had one) a preliminary hearing or grand jury proceedings, arraignment, the issuance of discovery, a review of the documents and information produced by the state in response to our discovery requests, and an initial investigation of the case. Once the we have reviewed the documents and information produced by the state, and conducted our initial investigation, we will determine what our full attorneys fee will be for your representation. The $_____ you have already paid may be sufficient, but in all probability we will require additional compensation. This cannot be determined until we know a lot more about the case against you, including what evidence the state has.

However, be assured that the amount of the attorneys fees shall be arrived at when these facts and circumstances are known, and the fees shall be agreed upon by the attorney and client after discussing the matter in good faith. Any additional fee will take into account any amount previously paid and the amount of work done by our office.

Investigation costs, such as for a private investigator, the subpoena of documents, filing fees, service fees, witness fees, court reporter fees, and other costs, if there are any, will be charged to you as they are incurred. If you fail to pay fees or costs, as provided for herein, you understand that this will necessarily result in a loss of legal representation.

We will not make any settlement or plea agreement of your case without your consent.

We will have the right to withdraw from the case if you fail to follow our advice, if you do not make the payments required by this agreement, or if you have misrepresented or failed to disclose material facts. In any such event, you will execute a Substitution of Attorney form at our request.

You acknowledge that we have made no guarantee regarding the disposition of this matter, and all expressions relative to it are only our opinions as attorneys.

There is to be no change or waiver of any of the provisions of this agreement unless the change or waiver is in writing and signed by both of us.

Please be assured that I will devote my best efforts to achieve the most satisfactory disposition of your matter, and that you will be kept fully informed of its progress.

Very truly yours,

Joel A. Brodsky

Agree to the Above Terms:

_____ Date:_____
Client: John Doe

JAB/tc

Explanation Of Retainers

In the case of Brian Dowling v. Chicago Options Associates, Inc., 226 Ill.2d 277 (2007), the Supreme Court Of The State Of Illinois identified three (3) different types of retainers which apply to legal fees.

(1) A **classic retainer** , also referred to as a true or general retainer , is paid by a client to the lawyer in order to secure the lawyer's availability during a specified period of time or for a specified matter. This type of retainer is earned when paid and immediately becomes property of the lawyer , regardless of whether the lawyer ever actually performs any services for the client. Dowling at *6

(2) A **Security Retainer** is where funds paid to the lawyer are not considered present payment for future services but are intended to secure payment of fees for the future services the lawyer is expected to perform. This type of retainer remains the property of the client and, therefore, must be deposited in a trust account and kept separate from the lawyer's own property until the lawyer applies it to charges for services that are actually rendered. *Dowling* at *6. Any unused portion of the retainer is refunded to the client under rules 1.15(b) 1.16(d) of the Illinois Rules of Professional Conduct. *Dowling* at *12.

(3) An **advance payment retainer** consists of a present payment to the lawyer in exchange for the commitment to provide legal services in the future. Ownership of this retainer passes to the lawyer immediately upon payment. *Dowling* at *6, 11.