Proposed Family Law Engagement Letter

Dear [CLIENT]:

I would like to take this opportunity to thank you for entrusting the action for dissolution of marriage to me for handling by our Firm, and to confirm the fee arrangement we discussed during our office conference/telephone call/virtual meeting of this afternoon.

Specifically, this letter will confirm that the amount of the requested retainer to be paid is $\_\_\_\_\_\_\_. The minimum amount that will be charged for this engagement will be $\_\_\_\_\_\_. This minimum fee recognizes our inability to accept other engagements which might conflict with our representation of you. We will debit against the retainer the time expended by me and the other members of this Firm on your behalf in the following fashion:

Lawyer A: $400.00 per hour

Lawyer B: $350.00 per hour

Lawyer C: $350.00 per hour

Lawyer D: $275.00 per hour

Paralegals: $150.00 per hour

While I will be primarily responsible for the conduct of your case, our office utilizes a “team” approach – whereby it may become necessary or advantageous to your representation that another attorney in our Firm handle matters related to your case.

This retainer does not cover fees associated with trial preparation – which can be lengthy and costly. Customarily, however, cases are not tried but rather settled after negotiations. When your case is settled, it will be scheduled for a final “prove-up” hearing, and you might be asked to pay any existing balance for fees due prior to the prove-up hearing. In addition to fees for services rendered, we will debit against the retainer and/or bill to you once the retainer is exhausted, all out-of-pocket costs incurred by us during the course of our representation of your interests. These include, but are not necessarily limited to, costs levied by the Clerk of the Circuit Court, court reporter fees, witness and/or subpoena fees, expenses for computerized research charges and the like. Finally, as it relates to billing, and as we discussed, all Court appearances will be billed at a minimum of 1.25 hours, and all telephone calls and emails will be billed at a minimum of 0.20 hours.

We will invoice you monthly, whether a credit balance exists in connection with the retainer or not, and, to the extent you have any questions concerning the services rendered or the costs incurred, I would encourage you to contact me so that we can discuss same. In the event your retainer is entirely used up, you might be asked to pay to us an additional retainer instead of making payments on the amounts due on a monthly basis. Once a Judgment for Dissolution of Marriage/an Order disposing of the matter subject to this agreement is entered, your balance due, if any, must be paid within thirty (30) days of that Order.

The retainer paid by you is considered an “advanced payment retainer”, which means that, once paid, the retainer becomes the property of this Firm and will not be deposited into our client trust fund account – but rather, will be deposited into our Firm’s general account.

You have the right to request that the retainer paid be held in our client trust fund account (a “security” retainer), and the selection of the type of retainer is yours alone; however, if you request a “security” retainer, we must decline your engagement based upon the statutory provisions set forth in 750 ILCS 5/501(c-1), 750 ILCS 5/508 and other practical reasons. These reasons include the potential accessibility of the security retainer to your spouse and her attorney, your creditors, and the increased staff and bookkeeping time required to properly administer a “security” type of retainer.

It is our belief that, an advanced payment retainer is advantageous to you, given the foregoing statutory provisions and our experience with the interpretation and implementation of the law, including laws governing the payment of attorney’s fees and, creditor’s rights. Treating your retainer as an “advanced payment retainer” is also advantageous to you because it affords you access to our services and enables you to rest assured that you will be able to count on a significant amount of our time being available to protect your legal needs. It also protects the sums deposited from your creditors and claim of your spouse for debts and expenses other than interim attorney’s fees.

I have not, and cannot, provide an estimate of the total fees and costs to you because family law matters (by their very nature) have a way of becoming more complex and more time-consuming than they first appear. It is, therefore, impossible to predict the amount of time that will be required.

Although I do not anticipate an increase at this time, we annually review our hourly rates for services rendered, and in the event this case takes a particularly lengthy time to resolve, for whatever reason, we reserve the right to increase our hourly rates during the pendency of our representation of you upon notice to you within 30 days of any such increase. You do, of course, have an unqualified right to demand our termination of representation of you at any time, for any reason. In the event you do so, any unearned balance of the retainer deposited will be refunded to you. Although it does not commonly occur until our engagement has been fully completed, we do reserve the right to withdraw as your attorney in the event you become uncooperative, or we are required or authorized to do so by the Code of Professional Responsibility, or in the event of non-payment of invoices for fees and costs, or refusal to pay any requested additional retainer.

Supreme Court Rule 137 deals with untrue or improper pleadings. It states that allegations and denials which are not well grounded in fact, or which are made for an improper purpose (such as for harassment, to cause delay, or to needlessly increase the cost of litigation) shall subject the party pleading them to payment of reasonable expenses and attorney’s fees. In other words, if we present something in Court as a result of information provided by you which turns out to be false, the Court has the right to charge you or us with reasonable expenses and attorney’s fees incurred by the opposing party. You are agreeing to pay those reasonable costs and expenses or indemnify us if we have paid these monies.

Supreme Court Rules 213(I) and 214 deal with discovery. They state that discovery should be seasonally updated. In other words, all the information provided to the other attorney in documents, interrogatories and depositions must be kept current. If new or updated information is not provided to the opposing attorney, the Court has the right to impose sanctions and charge you or us with reasonable expenses and attorney’s fees incurred by the opposing party. You are agreeing to provide the Firm with any new or additional information as soon as it becomes known. You are also agreeing to pay any reasonable costs and expenses that are charged due to the failure to update the discovery or indemnify us if we have paid these monies.

Attached is a "Statement of Client's Rights and Responsibilities" which is provided for by state law and which you should read carefully and in its entirety. We are obligated to abide by its terms, and we expect that you will do likewise. Due to the difficult nature of family law litigation, we cannot and do not make any representation as to the amount of time it will take and all the work necessary to represent your interests. Therefore, we cannot predict the total amount of time to be expended or the ultimate cost to you. For these reasons, we do not accept flat fee engagements in the family law area. Also, we cannot and do not make any guarantee or representation as to the final outcome, whether by settlement or judicial decision. This engagement will end upon the entry of a Judgment for Dissolution of Marriage/an Order disposing of the matter subject to this engagement.

I would appreciate it if you would acknowledge your agreement to the foregoing terms and your review of the "Statement of Client's Rights and Responsibilities" by signing the enclosed copy of this letter where indicated and returning it to me, along with the requested retainer. I look forward to being of assistance to you in connection with this matter, and I encourage you to contact me any time you have any questions so that we can more effectively and efficiently represent your interests.

In closing, let me once again thank you for entrusting this matter to us.

Sincerely yours,

 ABC LAW FIRM

 LAWYER

 I have read the foregoing engagement letter, and the "Statement of Client's Rights and Responsibilities" attached to it and am in agreement with the fee and other arrangements set forth therein.

 Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 John Doe