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ENGAGEMENT LETTER FOR HOURLY FEE REPRESENTATION
IN RE THE MARRIAGE OF:
GIBBS V. GIBBS
CASE NO.:

2092400

Carol Gibbs:

This letter states our agreement concerning the legal services which the law firm of Robins, Kaplan, Miller & Ciresi ("RKM&C") will provide you.

DEPT-01 RECORDING \$14.29
T#3333 TRAN 0302 09/20/91 16:42:00
#4718 # C *-91-490726
COOK COUNTY RECORDER

TYPE OF CASE

You have hired RKM&C to be your attorney in an action(s) against Dennis Gibbs. You have not hired RKM&C to act as your attorney in connection with any other matter including other claims which could be brought against you as well as other claims which you may have. You have the right to end our agreement and take us off the case at any time. You will, however, still owe us any money due at the time you make that decision and for time that we have spent on the case but have not yet billed for.

LENGTH AND DIFFICULTY

You understand that Beverly A. Pekala's cases often involve extremely difficult problems and sometimes take a long time to close, settle or take to trial. You have agreed to give us your full cooperation as we investigate and handle your case. We have promised to represent you competently. You must pay for our services no matter how the case comes out.

COMMUNICATIONS

We will keep you informed of all developments in your case and will send you copies of all court papers. We will tell you in advance when you have important decisions to make and will explain the legal issues involved.

LEGAL FEES

Our fee charges will be based upon the customary hourly rates of the particular members of our staff who perform services for you. Ms. Pekala will be primarily responsible for your case. When her paralegal, Chris, works on your case her charges will be forty-five dollars per hour. Associates may also work on your case and you will be charged their standard hourly rate. You have agreed that RKM&C is free to assign that member or those members of the staff including paralegals and law clerks whom we deem most appropriate to the most efficient handling of your case. The hourly rates may be adjusted over time and may also be adjusted depending on the difficulty or uniqueness of the case, the responsibility which we undertake, and the result in the case.

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DONE AT CUSTOMER'S REQUEST

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EXPENSES

You have also agreed to reimburse us for out-of-pocket costs which we may incur while working on your case. These types of costs include, for example, court fees, filing fees, fees from process servers, copying charges, telephone charges, and messenger charges.

BILLINGS

We will bill you approximately once a month. You hereby irrevocably constitute any attorney of any court of record in this state, attorney for you in your name, on default by you of any of the covenants herein, and upon complaint made by Robins, Kaplan, Miller & Ciresi, agents/or assigns, and filed in any such court to enter your appearance in any such court of record, waive process and service thereof, and confess judgment, from time to time, for any amounts which may be due to Robins, Kaplan, Miller & Ciresi or Robins, Kaplan, Miller & Ciresi's assignees, by the terms of this agreement, with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgment, and to consent in writing that execution may issue immediately. You agree to pay your bill in full upon completion of your case for services rendered and costs incurred.

Current fees and costs total \$1,000.00. This document may be recorded in the Cook County Recorder's office as recorded in the county office of any county other than Cook.

Property Address: 5086 Wick Drive
Oak Lawn, Illinois 60453

At such time as payment in full is received you may request an appropriate Release and the same will be tendered to you.

WITHDRAWAL

It is important that you pay your bills on time. If you fall behind in making payments, we have the right to temporarily stop working on your case until you bring your account current, or to resign as your attorney. We also have the right to resign as your lawyer if you do not cooperate in the investigation or handling of your case, or if the Rules of Professional Conduct which apply to lawyers permit or require us to resign. However, we agree not to stop working on your case or to resign as your attorney without first writing you and allowing you time to hire another lawyer, and giving you all of your papers and property which we are holding. We have no duty to find you other lawyers if we resign from your case.

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If this letter states our agreement completely and accurately, please sign below and write the date. This agreement is entered into within the State of Illinois and is to be interpreted in accordance with Illinois law.

Carol L. Gibbs
CAROL GIBBS

359 - 44 - 3826
Social Security #

Date: 9-20-91



Beverly PERACA
Robins, Kaplan Miller & Cieses
Suite 900
55 WEST WACKER DRIVE
CHICAGO, IL 60601

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