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Notice Of Attorney's Lien

On this 6th day of November, 1992, the attorney's lien of James Bouril, Esquire in the amount of \$ 9,323.00, is hereby filed against the property described as follows, to wit:

LOT TWELVE IN BLOCK SIX (6) IN GOLFMoor, BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

Commonly known as:

8205 South Laramie, Burbank, Illinois

P.I.N. # 19-33-215-002

DEPT-01 RECORDING 651.50
T#3333 TRAN 7826 11/06/92 11:15:00
#105 # -92-829122
COOK COUNTY RECORDER

The above stated lien arises from unpaid attorney's fees owed to James Bouril, Esquire from Mrs. Donna Jeane Snyder pursuant to paragraph 11 of the attorney's fee contract attached hereto as Exhibit "A", dated June 8, 1992.



Prepared By:

James Bouril and Associates
2200 South Main, Suite 211
Lombard, Illinois 60148
(708) 932-1505

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RETAINER AND FEE AGREEMENT

1. Retention Of James Bouril And Associates. I, _____, hereby retain the law firm of James Bouril and Associates (hereinafter sometimes referred to as "the firm") to represent me in my dissolution of marriage proceeding.

2. Engagement Fee. The firm acknowledges that it received the amount of nine as an engagement fee to represent and to assure me of its continued availability to represent me in this matter. I understand that this portion of the sum to be charged to me by the firm for its services is nonrefundable and that all of the engagement fee is all considered earned by the firm upon the firm's simple receipt of it. Accordingly, no part of the engagement fee ever will be used by the firm to reduce the amounts I will be billed by the firm for actual future legal services.

3. Retainer Fee. The firm acknowledges that it received the amount of \$2,000.00 as a retainer paid by me to it when it began providing legal services to me. The firm acknowledges that it will apply the retainer fee, unlike the engagement fee, to reduce the amounts I will be billed by it for actual future legal services. In that it is based upon both the time spent to represent me and the results accomplished by the firm for me, I understand that the firm's total fee can never be estimated at any point in the case. I understand that any figures the firm ever quoted to me for the total cost of the

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firm's legal representation of me are merely estimates and that they do not bind the firm in any way to provide legal representation to me at that estimated price. Accordingly, I understand that the firm does not represent domestic relations clients on a fixed fee basis. I understand that, at a minimum, I will be charged for the time spent by the firm to represent me. I further acknowledge and understand that it is impossible to determine in advance how much time the firm will need to spend on my case. The firm has informed me that by their very nature, family law matters often become both more complex and more time consuming than I might have thought, that the emotional dynamics of the parties and their sense of cooperation (and particularly their lack of it) with each other and their respective attorneys directly bear upon the amount of time that is spent by counsel on such cases. Moreover, my adversary, the opposing attorney, and others may engage in activities beyond the firm's control that will require the firm to spend more time than originally contemplated on my case. The firm has told me that for these kinds and other kinds of reasons it is utterly impossible to predict the amount of time that the firm will be required to spend to complete my case.

4. Professional and Paraprofessional Charges. I agree to pay the firm the following rates:

- A. James Bouril \$ 175 per hour of office time, \$ 175 per hour of court time, and
~~\$ 175 per hour of trial time.~~

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B. Associates \$ 125 per hour of office time, \$ 175 per hour of court time, and ~~\$ _____ per hour of trial time.~~

C. \$ 45 per hour for Legal Assistants.

D. ~~\$ _____ per hour for Law Clerks.~~

I agree that the firm will bill me in tenths of an hour and that two-tenths of an hour will be the minimum billing unit. In the event that two attorneys work simultaneously on my case, I agree each attorney will bill me at his individual rate.

I understand that it is impossible to tell in advance how long it will take to complete my case. Accordingly, I agree that if my case is not concluded within twelve (12) months of the date of this agreement, the firm may, upon 30 days notice, adjust the hourly rates above to those of its then prevailing rates for domestic relations matters.

I agree that I will be billed for all the time spent on my case, including, but in no way limited to, meetings, conferences, consultations, telephone calls (with me, my spouse's attorney, between members of your firm, and any others involved in my case), pretrial discovery (interrogatories, notices to produce, bills of particulars, taking and attending depositions), reviewing and drafting (correspondence, discovery documents and pleadings) negotiations, legal research, court proceedings time, trial time, waiting time and travel time to and from locations away from the firm's office, and general and specific preparation for any of the foregoing.

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I understand that the firm primarily uses a team approach by which it may become either necessary or advantageous to my representation that more than one attorney in the firm handle matters in my case. Notwithstanding that, I understand that primarily one attorney will be responsible for the conduct of my case. I understand that in order to operate as efficiently as possible the firm employs paralegals and law clerks that the firm will give assignments to in my case as it deems appropriate. I realize that the use by the firm of non-attorneys greatly adds to its efficiency and helps it to control the cost of my litigation. I authorize the firm to use its best judgment to designate whichever firm members, outside, special and/or trial counsel, and staff it deems appropriate most economically to accomplish the work in my case.

5. Final Bill And Results Accomplished. I agree that the firm's final billing will be based on the hourly rates as set forth above, and, in addition, the results accomplished, the amount involved in any controversy, the novelty and difficulty of the matter, the skill required to perform the legal services properly, the time limitations imposed by me or by the circumstances, and the experience, reputation, and ability of the lawyer or lawyers performing the services for the adverse party or parties.

I agree that the fees referred to in this agreement, whether arising from either a settlement or a trial, are only for the services the firm performs through the entry of the Judgment of

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Dissolution of Marriage. I agree that services required in either any later enforcement, modification, appellate or proceedings attacking the trial court's judgments will be subject to a separate agreement.

6. Client Costs. I agree that the firm has the authority to make advances (costs, suit money) upon my behalf in such amounts as it may determine are necessary to represent me in these proceedings. These expenditures for me will be for expenses, including but not limited to, long-distance telephone calls, telegrams, postage, photocopies, out-of-town travel expenses (including all meals and out-of-town lodgings), deposition expenses (including cost of transcript and court reporter's fees for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.) fees for accountants, appraisers, actuaries, physicians, psychologists, psychiatrists, investigators, economists, other attorneys, and other experts that the firm in its exclusive and absolute discretion deems necessary to assist in the preparation, trial, and the proper handling of my case. I agree to pay all experts hired upon my behalf and by this agreement I have appointed the firm my agent to hire such experts. Within twenty (20) days of receipt of their invoice, I agree to pay any of the foregoing and I agree that the foregoing client expenses will not be deducted from the firm's retainer fee, but are a separate expense of mine. Apart from my retainer, I depositing the amount of \$_____ with the firm to be set aside in a separate

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account and to be applied solely to the foregoing categories of expenses.

7. Billing. I understand that the firm will try to bill me on a periodic basis, probably monthly. After my retainer is used up, within twenty (20) days from the date I receive it, I agree to pay any balances reflected in a periodic statement from the firm to me. I understand that if in any month I do not receive a statement from the firm, I am to bring that fact to its attention right away. I understand that one reason for periodic billing is to give me a chance to bring any questions I have about the firm's bill to its attention right away. I understand that I am to review the statements from the firm carefully as soon as I receive them. I agree that any objection that I may have to the firm's billing must be communicated, in writing within eighteen (18) days of the date that appears on the postage cancellation mark on the envelope containing the firm's statement. Insofar as the above-referenced eighteen (18) days includes four (4) days for mailing to occur and grants to me fourteen (14) days thereafter to submit my written objections, I agree that the eighteen (18) day period constitutes a reasonable amount of time for me to communicate any objection I might have. I understand and agree that if the firm does not receive a written objection from me within the eighteen (18) day period, it may then transfer from my retainer the amount necessary to pay the charges reflected on the statement.

I agree that the firm has the right to ask for reasonable

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additional advance payments to my account and I agree to pay the firm on its request. I understand that such requests by the firm are based upon its estimate of the amount of work in my case that is likely to occur in the near future.

7. Right To Withdraw. I agree that the firm has the right to withdraw from my case if any of the following occur: (1) If I do not make payments to the firm required by this agreement; (2) if I either misrepresent or fail to disclose material facts to the firm; and (3) if I fail to follow the firm's legal advice. In any of these events, I will execute the documents necessary to permit the firm to withdraw from my case. The firm agrees that I may discharge it at any time for any reason whatsoever. I agree to pay the firm for the time it expends to turn my file and other information over either to me or to substitute counsel and I agree to pay for the time and costs of the firm if it must proceed to court to obtain permission to withdraw from my case.

8. Payment by Opposing Party. Although more often the court does not do so, I understand that sometimes a court will order my adversary to pay either part or all of my attorneys' fees and out-of-pocket costs. I understand that if I am the more financially capable spouse, the court may assess my adversary's fees, suit money, and costs against me. Since I understand that any court award of fees, suit money, and costs are unpredictable, I agree the firm cannot at all rely upon them to secure payment of its fees. Accordingly, I agree to be primarily responsible to pay all of the firm's fees, suit money, and costs. Moreover, I

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agree that only those amounts the firm actually receives pursuant to any court order will be used by the firm to reduce my bill. I agree that the court award against my adversary for fees, suit money, and costs, if any, neither sets nor limits the firm's fee in any way nor my primary responsibility to pay the firm its full fees, suit money, and costs. I agree that both the firm's pursuit and/or defense of fees, suit money, and costs against my adversary is an additional service the firm may perform for me. I agree to pay the firm its fees either to pursue fees from my adversary or to seek fees from my adversary upon the same basis set forth in this agreement to perform the firm's other legal services for me. I so agree even though the provisions of the Illinois Marriage and Dissolution of Marriage Act, Section 508(c), state that a judgment for fees, suit money and costs shall be payable directly to the firm. I understand that Section 508(c) states that "the court may order that the award of attorney's fees and costs hereunder shall be paid directly to the attorney, who may enforce such order in his name, or that they be paid to the relevant party. Judgment may be entered and enforcement thereof had accordingly." In the event, I either discharge the firm as my attorneys or the firm withdraws as my attorneys, I agree that the firm shall nevertheless have the authority to continue to pursue the collection of fees against my adversary that arise out of either any claim or cause of action I may have against either her or him, including, but not limited to, either his or her ability to pay and my inability, either her

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or his bad faith conduct of this litigation whether sanctioned by the divorce and other statutes, the Code of Civil Procedure, case law, the laws of the state, and any other source of authority. The firm agrees that any such recoveries by it will be used by it to reduce the amount I owe it. However, I agree that I am at all times primarily responsible to the firm to pay all its fees, suit money, and costs, and either any pursuit or defense of them against my adverse party upon my behalf. Also, even though by then I have either discharged the firm or the firm has withdrawn its representation of me, I agree that the firm's said efforts are additional legal services rendered by the firm to me and for which I agree to pay. I hereby assign to the firm any causes of action that I may have against my adversary pursuant to either Section 508 of the Illinois Marriage and Dissolution of Marriage Act (Ill. Rev. Stat., Ch. 40, para. 508) and Supreme Court Rule 137 (Ill. Rev. Stat. 1991, ch 110A, Rule 137). Notwithstanding any of the foregoing, I agree that if either I have discharged the firm or it has withdrawn from my case, the firm need not pursue its fees and cost from my adversary before it sues me for them, but I agree it may sue me alone and never sue my adversary to collect its fees and costs.

9. Security. I hereby direct any and all subsequent counsel I retain to pay the firm's fees from any money any and all subsequent counsel ever receive. So that the liens I either grant to the firm or the firm otherwise holds shall be enforced by the firm if either I discharge the firm or it withdraws from

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my case, all money I may receive as a consequence of the instant divorce action shall thereafter be transmitted through the firm to me.

At the time of execution of this Retainer and Fee Agreement, I represent that I own, *8205 So Laramie, Burbank, Illinois*

I agree to grant to the firm either an assignment or mortgage of either my beneficial or any other interest of mine in the just above described property. If necessary, I further agree these assets shall be sold promptly and the firm's fees paid from the proceeds of their sale. As further security for the firm's fees, I agree to grant to the firm an assignment of my wages and other non-wage assets that I have. I agree to sign any and all documents and to perform any and all acts that the firm in its sole discretion deems necessary to secure its fees.

10. Additional Security. I agree that the firm may require me in its sole discretion to pay it either an additional retainer or retainers or provide it with other and additional security for its fees and costs together with unlimited and unconditional guarantees of payment from third parties. I agree that if I received any cash property settlements as part of my case, I hereby direct the payor to tender the same to the firm to be deposited into the firm's attorney's funds trust account and I hereby give the firm the authority to pay any balance due it out.

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of said money to itself before transferring the balance to me, unless otherwise agreed by us before the funds are received.

11. Liens. To pay all sums due from me to it under the terms of this agreement, I hereby give to the firm a lien on any and all of my documents, property, and money in its possession. In addition, I hereby grant to the firm and equitable attorney's lien pursuant to Illinois Revised Statutes, Chapter 13, paragraph 14, on either any verdict, judgment or order entered in any case and to either any money or property which may be recovered on account of either any suits, claims, demands, or causes of action that the firm may bring for me whether either a part of this case or not part of this case and whether the same is obtained either by settlement or trial.

12. Nonpayment. As a result of my default, I agree to compensate the firm at the rate of \$150 per hour either to bring suit against me or otherwise to spend time to collect the amounts due it from me under this agreement. I further agree and stipulate that \$150 per hour is a reasonable rate for attorney's fees for each and every hour involved in such collection effort and collection suit.

13. Settlement. The firm agrees that it will not settle any part of my case without my prior consent.

14. Client Cooperation. I agree to inform the firm immediately of any change of my address, phone number, employment, and circumstance. I understand that full disclosure of all facts is essential to enable the firm to represent me

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properly. I will promptly fill out and return all papers, such as, interrogatories, information, and requests, etc. for the firm. If I do not, I agree the firm may withdraw from my case.

15. Indemnification by Client. In the event either any fees, costs, or expenses are assessed by a court pursuant to Illinois Supreme Court Rule 137 against either any member of the firm, as an individual, or James Bouril and Associates, as a legal entity, as a result of any false information provided by me to the firm, or an individual, and/or James Bouril and Associates, as legal entity, harmless from such assessment and I further agree to pay either any such fees, costs or expenses related to the defense of such an assessment.

I understand that Illinois Supreme Court Rule 137 deals with untrue or improper pleadings. I understand that it states that allegations and denials that are either not well-grounded in fact or which are made for an improper purpose,, such as for harassment, to cause delay and needlessly to increase the cost of litigation shall subject the party pleading them to pay reasonable expenses and attorney's fees to the other party to the case. In other words, if as a result of false information I provide the firm the court charges either me or the firm with reasonable expenses and attorneys' fees incurred by my adversary, I agree to pay those reasonable attorneys' fee costs and expenses together with the same that the firm incurs to defend against such an assessment.

16. No Results Predicted and NO Representation And No

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Guarantees Made By The Firm. I understand and acknowledge that the firm made neither any representations nor guarantees regarding either the disposition of any phase or the outcome of my case, including, but not limited either to obtaining a judgment, order for relief sought either by me or my adversary, either the nature or amount of any awards of distributions of maintenance, child support, equitable distribution of property, counsel fees, costs, the terms of any interspousal agreement, or any other aspect of my case. I acknowledge and understand that either any discussions I had, now have, and may have in the future about any of the foregoing with the firm are limited only to estimates of the firm, based upon its experience and judgment, but that in no event should any of the contents of any such discussions (past, present and future) be considered by me to be either a representation, promise or guarantee about the result that might be obtainable either in a contested trial or through a negotiated settlement. Inasmuch as a decision about any particular proposal for settlement of the financial aspects of my case will have substantial influence upon me and my future, I understand and agree that I must make those decisions myself. I understand and the firm agrees that the firm will give me an opportunity to discuss all settlement proposals with the firm and it agrees it will give me my options about the possible results if a matter is not settled and instead is submitted to the court for a decision. However, in view of the firm's familiarity with the manner in which the court system works, I agree that it shall

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have the primary responsibility to make procedural decisions that influence my case.

17. Case Progress. The firm agrees to attempt to keep me informed of the progress of my case. If no one is available when I telephone the firm, it will return my call as soon as possible. The firm agrees that my file and its contents are open to my inspection at any reasonable time upon reasonable notice to it.

18. Governing Law. The parties having chosen the laws of this state as the law applicable to this instrument, it is the intent of the parties hereto that wherever possible each provision of this Retainer and Fee Agreement shall be interpreted in such a manner as to be effective and valid under Illinois law. If any provision of this instrument is either prohibited by or invalid under either Illinois law or any law, statute or ordinance of the state or city where enforcement is sought, the parties agree that such provision shall be of no force and effect only to the extent of such either prohibition or violation and shall not invalidate the remaining terms and provisions of this agreement.

I have read and agree to the foregoing, acknowledgment that I have received a copy of this Agreement, and my signature acknowledges that I both understand all of the terms of this Agreement and agree to each and every one of them.

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Dated:

1/8/92

(Signature)

Donna Snyder

(Print Name)

DONNA SNYDER

James Bouril and Associates

James Bouril
by James Bouril

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