

SIMPLE UNCONTESTED DIVORCE RETAINER AGREEMENT

Tristano & Tristano, Ltd., agrees to provide the following services for a completely uncontested divorce (dissolution of marriage) in which you and your spouse are completely aware of each other's assets and earnings and are able to agree on the division of your property, child custody and support and all other issues concerning the dissolution of your marriage. We **WILL NOT** initiate any formal legal proceedings (file any papers with the court) until your spouse or his/her attorney have signed the forms to inform the court that he or she is in agreement with **ALL** aspects of the divorce and appears before the court voluntarily. This fee does **NOT** include transcript costs, service of papers by the sheriff or special process servers, complicated assets and/or debts, more than one contact with another attorney, multiple revisions of documents or more than one court appearance. These are **TOTAL FEES AND ROUTINE COSTS*** if your divorce is truly uncontested and completely agreed. We will normally do your papers and provide the forms your spouse and/or his or her attorney must sign, within 10 business days and file your papers & schedule court within 5 business days of your papers being signed and payment three being received. The total price includes a portion for estimated costs and all normal services; these are defined on the reverse side of this contract. All fees are considered earned when paid and will not be refunded.

LEGAL FEES FOR CLIENT & ESTIMATED COSTS* FOR BOTH PARTIES

_____ Dissolution with no children or real estate	\$1,631.50
_____ Dissolution by publication	\$1,614.25
_____ Dissolution with no children & real estate	\$1,731.50
_____ Dissolution with children & no real estate	\$1,831.50
_____ Dissolution with children & real estate	\$1,931.50

PAYMENT PLAN

1. Initial consultation fee **\$150.00**

This amount is due at your first office visit. If not paid for any reason it must be paid with your second payment.

2. Open file, draft papers **\$____.00**

This amount must be paid to do your formal court papers. Just call, say you want your papers done and our staff will tell you how you should pay. Bring in your proposed settlement and any papers we have requested.

The second payment is \$540 for \$1,281.50; \$540.00 for \$1,264.25 (publication); \$590.00 for \$1,381.50 cases; \$740.00 for \$1,481.50 cases; & \$770.00 for \$1,581.50 cases.

3. Set court date & schedule **_____ \$638.50 for publication _____ \$703.25**

This amount must be paid before we file your papers in court. We use it to pay for court costs. *NOTE: This payment must be made by cash, check, postal or money order only.

4. Final payment **\$____.00**

This amount must be paid before your court appearance unless otherwise agreed.

The final payment is \$303.00 for \$1,281.50 case; Publication is \$221.00; \$353.00 for \$1,381.50 cases; \$303.00 for \$1,481.50 cases; \$373.00 for \$1,581.50 cases. *NOTE: A \$65.00 deposit will be required if an official court reporter was available for your prove up.

**I HAVE READ ALL FOUR PAGES OF THIS AGREEMENT AND UNDERSTAND IT FULLY.
I ACKNOWLEDGE BEING MADE AWARE OF MY RIGHTS AND AGREE TO THE TERMS STATED AND TO PAY THE AMOUNTS STATED BEFORE ANY WORK IS STARTED.**

CLIENT'S SIGNATURE

Date: ____/____/____

ACCEPTED FOR TRISTANO & TRISTANO, LTD.

Date: ____/____/____

TERMS, CONDITIONS & REPRESENTATIONS WHICH ARE PART OF OUR CONTRACT

1. Even the best clients may change their minds or lawyers. Therefore the attorney and client agree that:

a. **AWARE OF RIGHTS AND RISKS** - Client acknowledges that she or he has read this agreement and the attached statement of "Client's Rights and Responsibilities" as well as detailed handouts on Qualified Domestic Relations Orders, etc., and that this contract limits the attorney's obligations and liabilities as set forth herein, in consideration of the fee quoted.

b. **DROP ACTION** - At any time prior to the filing of your papers you may stop all proceedings and there will be no further charges made or owed. The client will be entitled to a refund of all unused costs collected in payment within 30 days of our being notified in writing that you desire to stop;

c. ***COSTS** - Costs are monies we pay out to the court for filing fees and transcript costs. In order to arrive at a realistic estimated amount, we have included the court required filing fees for both parties (\$388.25 for our client and \$250.25 for spouse's appearance fee) as stated in the total price quoted on the reverse side. The estimated costs are \$638.50 except for divorce by publication where it is estimated at \$703.25 (\$388.25 to file, \$250.00 for newspaper publication, and transcript deposit of \$65.00). Please note that transcript costs are not included in our estimated fees (except divorce by publication). It is up to the judge if he or she at his or her sole discretion requires the filing of a transcript (except in divorces by publication where it is required and provision is made for it in the costs quoted). That cost usually is between \$50-\$75.00. If your judge requires a transcript we will request \$65.00 in court for the cost of transcript, pickup, review and filing the transcript with the judge. Please be advised due to our pricing schedule we are not able to advance costs and failure to file a transcript can result in the dismissal of your case even after it is final. Children In Between Online - only with cases involving children - requires a \$49.99 payment from each party directly to the agency - we do not collect this fee. You pay it direct. The cost of serving an order of withholding (for direct payment of support by employer) by certified mail is included at no extra charge.

d. **NO DISCOVERY IS DONE** - The client understands that he or she has the right to discovery, discovery being the use of the court's powers to determine the full income, financial position, custodial fitness and any other matters relating to the divorce and the opposing party. The client states that he or she has voluntarily decided to forego discovery after being fully advised of his or her rights.

e. **JUDICIAL DECISIONS** - You have an absolute right to have a judge decide what you are entitled to in your action. We only give you our opinion based upon the thousands of times we have been in court. Your decision is very important - make sure you and your loved ones can live with it. Once a divorce is final (excluding child support & custody after two years) it is very hard to change.

f. **NOT INCLUDED IN FEES & COSTS - THIRD PARTY ORDERS, DIVIDING PENSIONS, FILING OF DEEDS, CHILDREN IN BETWEEN ONLINE - OTHER** - In many cases the only way to assure you receive payments of pension rights, profit sharing, proceeds from the sale of real estate, etc. is to file orders against the pension fund (Qualified Domestic Relations Order), credit union etc. and/or liens or mortgages on property. Sometimes these are necessary to limit your liability too. Because of the lengthy process (in the case of pension plans it is often more legal work than the whole divorce) involved in some of these matters, we charge additional fees and, where necessary, costs, for these third party orders. **If a Qualified Domestic Relations Order is not approved and entered at the time of your divorce you could lose all rights to your spouse's pension. Knowing this you agree to release us from any and all liability that may result from not entering that order simultaneously with your divorce and assume all the risk yourself.**

DEEDS - We will prepare the deed, but filing of quitclaim deeds is generally done when you, the client, receive title to the former marital residence from your former spouse by quitclaim. This deed should be filed with the county recorder to protect your rights. Filing of the deed is required for the deed to be valid in respect to your property. We do not file any deeds, nor is Tristano & Tristano, Ltd. liable for a deed not being filed. It is the client's responsibility.

NOTE: The City of Chicago and various villages and other governmental bodies now impose transfer taxes on real estate being deeded between spouses and ex spouses. This means you could be responsible for taxes due when you or your spouse conveys real estate between you. This varies among the various cities, towns, village etc. This is not included and we will not calculate the taxes due. If you have any questions see a real estate lawyer.

CHILDREN IN BETWEEN ONLINE - In any divorce with children, both parents are required to attend a parental education class. You agree that you will attend the online class and you will file your certificate of attendance by yourself and give us a copy. It can take 4-6 hours to complete and should be done immediately. If you do not attend and file your certificate the judge will not give you a divorce. This is not included in your fees and costs.

g. IMAGED COPIES are agreed by both parties to be the same as photocopies. **GIVE US NO ORIGINALS OR ONLY COPIES** - We do not accept nor will we be responsible for any original documents or any copy of a document where we have the **ONLY COPY** unless agreed in writing. Give us only copies or we will make one for you.

2. Representation of a client in a divorce or related action, is a relationship which imposes a moral and legal obligation on Tristano & Tristano, Ltd., and their attorneys to act in the client's best interest, even if a person is one of the few clients we see who occasionally are totally uncooperative or irresponsible. To limit our liability to represent an absent or extremely uncooperative client, you agree to the following conditions:

a. NO SHOWS - If a client fails to make a scheduled court date without giving us 48 hours notice, Tristano & Tristano, Ltd., will charge an extra \$150.00 dollars to reschedule a new date.

b. DISAPPEARING CLIENT - If a client fails to appear for or schedule prove up (the court appearance to offer personal testimony) within 90 days of the payment for filing and costs or the matter becomes contested (as defined in our pamphlet), Tristano & Tristano, Ltd., and its attorneys, are given permission to withdraw as attorneys of record. Alternatively, Tristano & Tristano, Ltd., may allow the case to be dismissed for want of prosecution if no action is taken by the client, and will not be liable for an consequences of the dismissal. If this sounds scary, all you have to do is keep us informed & paid and we will work hard to protect your rights.

c. CONTESTED CASES & FEES - If Tristano & Tristano, Ltd., continues representation at your request or the court's order the client shall be liable for all additional reasonable fees and costs earned or incurred by Tristano & Tristano, Ltd., and/or their attorneys as well as any and all reasonable attorneys's fees and costs that may be incurred by Tristano & Tristano, Ltd., in collecting their fees and costs. Maximum attorney time on uncontested cases (without extra charge) is 2 hours prior to court (3 hours prior to court with children/real estate) maximum paralegal time is 1.5 hours prior to court (2 hours prior to court with children and real estate).

d. INACTIVE FILES - Unless other arrangements are made in writing, your file will be kept open for a period of three months, after that time it may be closed and all documents destroyed if judgment has not been entered. After three months we will credit up to \$150.00 towards opening a new case, but will charge the fees & costs currently in effect at the time of the new file opening. All quotes are valid for three months, except that Tristano & Tristano, Ltd. will be allowed to raise the charge for court costs if the court or clerk of court increases fees charged for filing. **Document retention** - We are not obligated to retain any documents relating to your case for more than 90 days, past which we may at our option destroy the same without further notice. While many times we do keep documents for much longer periods we are not obligated to do so.

e. BAD CHECKS - In the event that we accept your check and it is not honored for any reason you agree to be responsible for any and all costs including reasonable attorneys fees incurred in collecting the same; in addition to any other remedy available by law. In order to keep our fees low we must avoid losses that would raise our responsible clients costs.

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

(1) WRITTEN ENGAGEMENT AGREEMENT. The written engagement agreement, prepared by the counsel, shall clearly address the objectives of representation and detail the fee arrangement, including all material terms. If fees are to be based on criteria apart from, or in addition to, hourly rates, such criteria (e.g., unique time demands and/or utilization of unique expertise) shall be delineated. The client shall receive a copy of the written engagement agreement and any additional clarification requests and is advised not to sign any such agreement which the client finds to be unsatisfactory or does not understand.

(2) REPRESENTATION. Representation will commence upon the signing of the written engagement agreement. The counsel will provide competent representation, which requires legal knowledge, skill, thoroughness and preparation to handle those matters set forth in the written engagement agreement. Once employed, the counsel will act with reasonable diligence and promptness, as well as use his best efforts on behalf of the client, but he cannot guarantee results. The counsel will abide by the client's decision concerning the objectives of representation, including whether or not to accept an offer of settlement, and will endeavor to explain any matter to the extent reasonably necessary to permit the client to make informed decisions regarding representation. During the course

of representation and afterwards, the counsel may not use or reveal a client's confidence or secrets, except as required or permitted by law.

(3) **COMMUNICATION.** The counsel will keep the client reasonably informed about the status of representation and will promptly respond to reasonable requests for information, including any reasonable request for an estimate respecting future costs of the representation or an appropriate portion of it. The client shall be truthful in all discussions with the counsel and provide all information or documentation required to enable the counsel to provide competent representation. During representation, the client is entitled to receive all pleadings and substantive documents prepared on behalf of the client and every document received from any other counsel of record. At the end of the representation and on written request from the client, the counsel will return to the client all original documents and exhibits. In the event that the counsel withdraws from representation, or is discharged by the client, the counsel will turn over to the substituting counsel (or, if no substitutions, to the client) all original documents and exhibits together with complete copies of all pleadings and discovery with thirty (30) days of the counsel's withdrawal or discharge.

(4) **ETHICAL CONDUCT.** The counsel cannot be required to engage in conduct which is illegal, unethical, or fraudulent. In matters involving minor children, the counsel may refuse to engage in conduct which, in the counsel's professional judgment, would be contrary to the best interest of the client's minor child or children. A counsel who cannot ethically abide by his client's directions shall be allowed to withdraw from representation.

(5) **FEES.** The counsel's fee for services may not be contingent upon the securing of a dissolution of marriage, upon obtaining custody, or be based upon the amount of maintenance, child support, or property settlement received, except as specifically permitted under Supreme Court rules. The counsel may not require a non-refundable retainer fee, but must remit back any overpayment at the end of the representation. The counsel may enter into a consensual security arrangement with the client whereby assets of the client are pledged to secure payment of legal fees or costs, but only if the counsel first obtains approval of the Court. The counsel will prepare and provide the client with an itemized billing statement detailing hourly rates (and/or other criteria), time spent, tasks performed, and costs incurred on a regular basis, at least quarterly. The client should review each billing statement promptly and address any objection or error in a timely manner. The client will not be billed for time spent to explain or correct a billing statement. If an appropriately detailed written estimate is submitted to a client as to future costs for a counsel's representation or a portion of the contemplated services (i.e., relative to specific steps recommended by the counsel in the estimate) and, without objection from the client, the counsel then performs the contemplated services, all such services are presumptively reasonable and necessary, as well as to be deemed pursuant to the client's direction. In an appropriate case, the client may pursue contribution to his or her fees and costs from the other party.

(6) **DISPUTES.** The counsel-client relationship is regulated by the Illinois Rules of Professional Conduct (Article VIII of the Illinois Supreme Court Rules), and any dispute shall be reviewed under the terms of such Rules.

I, the client, further state that I have received and read or will read before signing my dissolution papers, all of the handouts given to me by the attorneys. Further I will ask in writing for an explanation of anything I don't understand.

Agreed: _____(client)

Agreed: _____(attorney)

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