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## TERMS AND CONDITIONS OF REPRESENTATION IN STATEWIDE ELECTION MATTERS

### General Financial Requirements

1. The basic structure of the financial relationship between the lawyer and the client is that there shall be paid a **\$7,500.00 non-refundable general retainer**, a **\$5,000 refundable security retainer** and that compensation for the time of the lawyer shall be charged at **\$350.00 per hour** and **paid in advance** of the rendering of any service. Expenses of representation shall be charged at cost and, to the extent reasonably anticipated, paid in advance. Specifically:
  - 1.1. A **non-refundable \$7,500.00 general retainer to secure representation**, shall be paid primarily to compensate the lawyer for the extraordinary costs and inconvenience of handling of matters on an expedited or emergency basis, and secondarily to compensate the lawyer for precluding other employment of the lawyer by potentially conflicting interests. No services are included. Payment shall be made, in advance of any representation, by deposit or electronic funds transfer to the lawyer's business account at Chase Bank, by credit card through PayPal.Com, by certified check, cashier's check, money order or in cash.
  - 1.2. A **refundable \$5,000.00 security retainer advance against hourly fees and expenses** shall be paid. Services include 14.3 hours of research and in-person and telephone consultation with the client or his designee which funds will be deposited in the lawyer's Clients' Funds Account at said Chase Bank and drawn against at the rate of \$350.00 per hour plus out-of-pocket expenses. Additional services are charged at \$350.00 per hour plus out-of-pocket expenses. Payment shall be made, in advance of any representation, by deposit or electronic funds transfer to the lawyer's business account at Chase Bank, by credit card through PayPal.Com, by certified check, cashier's check, money order or in cash.

### Specifically Related to Objections

- 1.3. When the lawyer-client relationship is established *after* a candidate's nomination papers have already been filed, for an analysis of whether to file objections or whether to make an appearance in defense of objections *in any one particular case*, first the non-refundable \$7,500.00 retainer must be paid. Thereafter **and prior to filing objections or making an appearance in defense to objections**, payment for all services already rendered shall be made and an additional average

minimum security retainer payment of \$5,000.00 *per case to be filed or to be defended* must be made, by deposit or electronic funds transfer to the lawyer's business account at Chase Bank, by credit card through PayPal.Com, by certified check, cashier's check, money order or in cash. Depending on the particular circumstances, the advance payment may be more or less than the average.

- 1.4. Statewide objection (ballot access) cases tried before the State Board of Elections are resolved in an average of 25 hours of a lawyer's time in preparation, in hearing and in argument to the Board (excluding time in travel) when the opponent is represented by experienced and competent counsel and when the dispute is a legal issue. When the opponent represents himself, or is represented by inexperienced counsel, the time required for resolution usually increases by 50%.
- 1.5. If the question litigated is the number of genuine signatures of qualified voters, the matter would be very time-consuming. If and when in excess of the average of total hours are reasonably anticipated to be required to complete a particular proceeding before the court or administrative body in any particular case, payment, in advance, for such hours and out-of-pocket expenses as are anticipated is required. All funds for hours not yet expended and for expenses not yet incurred shall be deposited and maintained in said Clients' Funds Account.

### **Miscellaneous Provisions**

2. During the pendency of any representation, the lawyer and the client mutually agree that they will regularly consult with each other over the progress of all matters pertinent to the representation and, prior to undertaking new matters or making changes in the manner already undertaken matters are being handled, the lawyer and the client (or his authorized designee) will discuss the likelihood and value of success of any matter or strategy considered, the costs of completion of such matter or strategy, and the client must explicitly agree to such undertaking prior to such undertaking. If the lawyer and client specifically disagree to matters one or the other considers essential to the representation, the representation will end and all funds due and owing shall be settled within one week including the refund of any balance in the Clients' Funds account.
3. During the pendency of any representation, the lawyer will render to the client, by email or facsimile transmission, a detailed, accurate and up-to-date statement of account no less often than on or about the 1<sup>st</sup> and 15<sup>th</sup> day of every month. Within one week after the conclusion of the representation contracted for herein, the lawyer will render to the client, by facsimile transmission, a detailed, accurate and final statement of account and (after draws for time and out-of-pocket expenses are reimbursed) such funds as shall remain in the Clients' Funds Account shall be returned to the client.
4. Details regarding billing:
  - 4.1. The hourly charge referred to herein includes (but is not limited to) time in travel to locations **other than** 806 Fair Oaks Avenue, Oak Park, Illinois or the Central Business District of the City of Chicago, time expended in legal and/or political consultation with the client or his authorized designee in person or on the telephone (regardless of who initiated the conversation), time reviewing or preparing legal documents, time conducting legal or factual research, time training persons conducting election records checks, time supervising election records checks, and time in hearings and time waiting for the case to be called for hearing at scheduled hearing times.
  - 4.2. Notwithstanding the provisions of §4.1 above, travel in excess of 75 miles each way shall be charged at one half (½) the standard hourly rate.

- 4.3. To the extent that the lawyer may personally perform services normally performed by a legal secretary at the direction of a lawyer, **such services shall not be charged for.**
- 4.4. The lawyer is hereby authorized to periodically employ any messenger, investigator, or other legal paraprofessional necessary to the appropriate handling of the matters agreed to be undertaken whose services shall be compensated and charged to the client for at the rate regularly charged by such persons. To the extent that the lawyer may personally perform services normally performed by a messenger, investigator, or other legal paraprofessional, **such services shall be charged for at the rate regularly charged by such persons and not at lawyers' rates.**
- 4.5. Detailed daily time records of work done for a specific client shall be available to that client as a matter of course. Under this provision, the client herein is entitled to inspect time records of the lawyer herein for any hour in any day in which this lawyer renders a charge to that client. Also, pursuant to this provision, to protect all clients against over-billing, this client **specifically consents to disclosure of the amount of time on any particular day - hours of service not the substance of the work done - rendered to him** *vis-à-vis* other of this lawyer's clients and to allow the disclosure to other clients of such time records.
- 4.6. Out-of-pocket expenses includes (but is not limited to) costs of unusual transportation, production of legal documents beyond the normal number of copies, the purchase of photocopies of public records, filing fees, witness fees, cost of service of process, *etc.* No charge shall be made for production of a normal number of copies of legal documents. Under this provision, the client herein is entitled to inspect each and every receipt or other documentation of each and every expense charged for.
5. The lawyer agrees to promptly and diligently attend to, on an expedited or emergency basis, all matters for which his services are contracted, to avoid undertaking any matters for any other person which could constitute (or appear to constitute) a conflict of interest on the part of the lawyer, and to promptly inform the client of new developments on or affecting his case specifically including (but not limited to) the lawyer's best estimate of anticipated costs and the likelihood of success in the matter undertaken. The lawyer acknowledges his obligation to conform his conduct to the requirements of the Illinois Rules of Professional Conduct adopted by the Illinois Supreme Court.
6. The client agrees to communicate promptly, truthfully and fully with the lawyer as to all facts, of which the client is aware, affecting the matter undertaken and **to promptly pay all bills rendered including prepaying such amounts into the Clients' Funds Account as the lawyer, from time to time, reasonably requests.**
  - 6.1. The client specifically agrees to allow the lawyer to withdraw from representation if, at any time, the client is unable, or unreasonably fails, to pay for services already performed or to prepay funds reasonably anticipated to be necessary for the lawyer's time and expenses to complete the case(s).
  - 6.2. The client specifically agrees to pay an additional 1½% (one and one half per cent) compounded monthly on the unpaid balance for all billed amounts (for services rendered or costs incurred) which are in excess of 30 (thirty) days past due continuing until such time as all indebtednesses are satisfied.

7. The lawyer and the client mutually agree that in case either party has a legal claim against the other, that the dispute shall be resolved in Illinois courts under Illinois law and, in addition, that the prevailing party shall have his reasonable attorney's fees and costs paid by the opposing party per court order.

AGREED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

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(print name)

Client Candidate

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Richard K. Means

Lawyer