



**PETERSON, JOHNSON & MURRAY, LLC
RETAINER AGREEMENT**

Mayor Elect Christina Neitzke-Trioike
Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

Re: Village of Homer Glen Legal Matters

Dear Mayor Elect Christina Neitzke-Trioike,

Thank you for retaining Peterson, Johnson & Murray, LLC to represent the Village of Homer Glen. The ethics rules governing lawyers encourage lawyers to explain to a client, in writing, both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of both parties to the relationship. Please examine this agreement carefully and let me know immediately if you have any questions or concerns. No work will be performed on your matter and no attorney client relationship is established until you have signed and returned this agreement.

1. **Who will work on your matter?** Paul O'Grady will be the attorney responsible for your matter. For efficiency purposes, he may delegate work to other lawyers or legal assistants within the firm. The rates of the attorneys and legal assistants that may work on your matter are:

Partner Hourly Rate:	\$205
Associate Hourly Rate:	\$190
Paralegal Hourly Rate:	\$90

Professional time is billed in increments of 1/10th of an hour. Attorney and paralegal legal fees and costs will be billed to the client monthly via email. Please provide the proper email address in which monthly invoices can be sent to.

2. **Monthly Billing.** No retainer/security deposit will be required for this matter. We will bill you in monthly increments and we expect that you will timely and consistently pay the monthly bills in full. Payment is expected within 30 days of receiving the bill. Interest of ¾ per cent per month is applied to all balances not paid within 30 days of billing.

In the course of this representation, we may incur certain costs and expenses on your behalf. These costs and expenses that we will bill you for include, but are not limited to, process servers' fees, court filing fees, court reporters' fees, messenger and other delivery fees, postage, parking, tolls, investigation expenses, consultants' fees, computer research services, expert witness fees, airfare, mileage at the IRS approved rate (for 2023 IRS rate of \$0.655/mile), in-office

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photocopying at \$0.25 per page, and other similar items. Attorneys will bill at their regular hourly rate for any and all necessary travel time. As previously discussed, due to the nature of this matter, all costs incurred for airfare, lodging, and other expenses in the course of long-distance travel is to be reimbursed in full by you, the client.

Sometimes it is advantageous to your matter for you to retain an expert witness. An expert witness will be retained only after discussing with you why it would be helpful to your matter and what the cost will be. We will forward invoices from expert witnesses directly to you for payment. Failure to pay the expert witness will result in the expert's refusal to perform any work on your matter and may severely prejudice the success of your matter.

We as a firm do our best to reduce and refrain from any unnecessary costs on behalf of the client however some costs are necessary given the nature of our representation. These charges will appear on your monthly statement along with the aforementioned legal fees.

3. What you expect from us. Peterson, Johnson & Murray, LLC (the Firm) will work diligently on your matter and will keep you informed regarding the progress of your matter.

We cannot guarantee the outcome of your matter. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to our Firm is subject to the attorney-client privilege, however, lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney-client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

4. What we expect from you. In order for a lawyer-client relationship to work effectively, you must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, we need to have all information in a timely manner. If we are missing part of the picture, we cannot effectively represent you.

Another important aspect of a successful lawyer client relationship is that you pay the monthly bill in full in a timely and consistent manner. If you have a question about the bill or our services during the representation, I expect that you will bring this to my attention upon receipt of the bill. We cannot address your concern if we are unaware there is a problem.

5. Files and Records. All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 3 months of receiving the notice that they are available, they may be destroyed without further notice to you. If any notification is sent to you, it will be to the last current address we have on file for you.

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Attorneys at Law

6. **Discontinuing the Representation/Withdrawing from the Representation.** You have the right to discontinue the services of the Firm at any time. However, in a litigation matter, your desire to obtain a new attorney is subject to court approval. The court may not grant the substitution of counsel or agree to delay the proceeding to provide you time to obtain a new attorney.

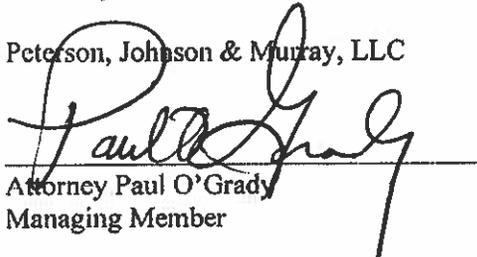
The Firm reserves the right to withdraw from this representation in the event that you (a) fail to cooperate in the conduct of the case, (b) act contrary to direction of our attorneys, or (c) fail to timely pay the expense and fee statements we send you. In the event that the Firm withdraws, its obligations under this Agreement will cease however, you will be obligated to pay any and all sums due the Firm plus interest at the rate of ¾ per cent per month until fully paid.

Termination of services does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

I appreciate the opportunity to be your representative in this important matter and I look forward to working with you. Please return the signed agreement at your nearest convenience.

Sincerely,

Peterson, Johnson & Murray, LLC



Attorney Paul O'Grady
Managing Member

5/12/23
Date



Mayor Elect Christina Neitzke-Trioike
Village of Homer Glen

5/11/2023
Date

Legal Bills for this matter should be sent directly to the following email address(es) for prompt payment:
Cneitzke@homerglenil.org

- Gina Spino - gspino@homerglenil.org
- Christina Neitzke-Trioike - mayorchristina@homerglenil.org
- Carmen Maurella - cmaurella@homerglenil.org