



LAW OFFICE OF THERESA A. BERKEY

1938 E. LINCOLN HIGHWAY, SUITE 214, NEW LENOX, IL 60451

PHONE: (815) 320-3864 / FAX: (815) 524-2474

March 8, 2024

Re: Collection Matter

To Whom it May Concern:

You requested our firm represent The City of Crest Hill's (Client) interests in the above-described matter. The scope of our firm's representation is specifically limited and restricted to the above and other matters as agreed.

Because our representation of the Client is restricted exclusively to this matter, the retention of this firm and our acceptance of this engagement does not involve an undertaking to represent the Client's interest in any other matter other than I've described above. Additionally, our firm's representation does not entail a continuing obligation to advise the Client concerning subsequent legal developments that might have a bearing on the Client's affairs generally or subsequent legal developments relating to or that might have a bearing on that matter.

I will be the primary attorney in this representation, while other attorneys and staff from our firm may be utilized to assist. It is important to our firm that you are satisfied with our services and responsiveness and that it is our objective to provide the highest possible quality legal service. If you have questions or comments about our services, staffing, billing or other aspects of our representation, please contact the undersigned.

From time to time internal conferences could take place among the firms' attorneys and staff regarding this matter. It is our belief that this practice facilitates communication, improves the quality of work, and ultimately is more economical to the client. Our firm will keep the Client reasonably informed of the progress and developments of this case and respond to inquiries.

To enable us to efficiently render these services, we understand the Client will fully cooperate with us in all matters related to the scope of our engagement and to fully and accurately disclose to us all facts that may be relevant to this matter and keep us apprised of developments relating to it. We also understand the Client will be reasonably available to attend meetings, conferences, hearings and other proceedings. The Client's responsibilities will also include discussing negotiation, strategy issues and courses of action, and determining acceptable terms of any compromise, settlement, or agreement.

Obviously, in the course of our representation, members of our firm will periodically express opinions or beliefs concerning the matter of various courses of action and the results that may be anticipated. Any such statement is intended as an expression of opinion only and based on information available to us at the time and should not be construed by the Client as a promise or guarantee of any particular result.

DAVID P. SMITH

EMAIL: SMITH@BERKEYLAW.COM

THERESA A. BERKEY

EMAIL: THERESA@BERKEYLAW.COM

WILLIAM HARDESTY

EMAIL: WHARDESTY@BERKEYLAW.COM

Our firm's professional fees for representing the Client in this matter will be a flat fee of \$7,500.00 plus costs.

Client agrees that Client will pay this firm the amount of fees and disbursements reflected above and in the monthly billing statement.

By this letter you authorize our firm to retain such consultants, experts or others reasonably necessary in our professional judgment, to incur costs, expenses and charges in representing the Client. For illustration, these may include investigative services, expert witnesses, court filing and subpoena fees, duplication costs, preparation of exhibits and court reporter charges. You will be billed and are responsible to pay for all disbursements our firm makes for all costs, expenses and charges. Sometimes there is unavoidable delay in reporting all these disbursements and, consequently, they might not be billed at the same time as related legal services.

I have advised the Client there are instances where attorneys must withdraw from representing a Client. Some of the reasons include a client seeking to pursue a course of conduct in violation of our professional responsibility or failing to fulfill financial obligations to a law firm, or conduct impairing the attorney/client relationship.

Our firm is establishing an attorney/client relationship with the Client based upon the representation of the undersigned signatories who are acknowledging this letter of their joint and several obligations to pay this firm all its professional fees and disbursements associated with its representation of the Client.

All our firm's communications and billings shall be directed to the Client. However, the Client authorizes this firm to communicate with those acknowledging this letter of outstanding fees for professional services and costs which are sixty (60) days past due.

We are pleased that you are retaining our firm to represent you in this matter, and we look forward to the opportunity of working with you.

Very truly yours,

The Law Office of Theresa A. Berkey

By: 

ACKNOWLEDGED AND ACCEPTED:

CLIENT:

THE LAW OFFICE OF THERESA A. BERKEY

City of Crest Hill

By: _____

By: _____

Its: _____