

Law Offices of
ROBERT T. HANLON & ASSOCIATES, P.C.

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May 15, 2017

ATTORNEY CLIENT PRIVILEGE/WORK PRODUCT

Andrew Gasser, Highway Commissioner
Algonquin Township Highway Department
3702 U.S. Highway 14
Crystal Lake, IL 60014

RE: *Engagement Letter and Statement of Policy on Fees, Costs and Charges;
Matter regarding the advice and counsel as to employee related matters Our
File No. 17-0024*

Dear Commissioner Gasser:

I am writing to confirm my understanding that you have agreed to retain the Law Offices of Robert T. Hanlon & Associates P.C. (the "Firm") to act as your counsel representing you in a certain matter involving *Local 150 and counsel as to employee and union related matters*. Michael Avakian will work in connection with my office on this matter under my direction. Because of the complex nature of the Local 150 dispute, I cannot guarantee what areas and to what extent that the litigation will involve. We have started preparing a complaint to address the demands for arbitration demand of Local 150 and reviewed the purported agreement. The Conduct of Mr. miller in bringing about the purported agreement will invariably become of interest in the litigation with Local 150. The attorneys at Local 150 may very well be witnesses to this litigation. You will be required to obtain approval from the Algonquin Township Board for this representation. We will rely upon the language of any approval by the township board in connection with our representation of you in this matter. It is necessary that I have access to records of Algonquin Township in order to properly represent you in this matter.

Professional Fees:

I have not discussed estimates for service and have not estimated or quoted any fees for future services to be rendered. No flat fee for services has been agreed to by the parties. I will bill you for expenses associated with the costs of litigation with said bills to be paid within 15 days from date of delivery. I will maintain my billing records on an hourly basis, with time being charged in quarters of an hour (i.e. fifteen minute increments). By your execution of this agreement you irrevocably consent to the disbursement from the Law Offices of Robert T. Hanlon & Associates, P.C. to Mr. Avakian and his costs they report to me that have been incurred on your behalf.

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My rates are reset from time to time, generally in October of each year. My current rates are \$400 per hour, and \$175 for paraprofessional time, Mr. Avakian's rates are presently \$515/per hour. I may utilize, when appropriate, the services of other attorneys (whether or not employed by the Firm), who will act under my supervision, and may from time to time utilize the services of paralegals and law clerks to provide us with research and other assistance, when utilization of such personnel is in my judgment appropriate to address particular matters related to this engagement. All fees and invoicing will go through my office.

Time spent on matters for which I will bill includes investigation of facts, consultations, correspondence, meetings, telephone calls, negotiations, legal research and analysis, document preparation and revisions, travel time, and all other work related to the services that are to be performed for you.

I will bill for usage of computerized legal research, photocopier equipment use, long distance telephone use, facsimile use, costs incurred on your behalf for postage, express mail service, messenger and delivery service, travel expenses incurred in connection with this engagement (including mileage, parking, air fare, lodging, meals, and ground transportation), and long distance telephone. For expenses known in advance of their occurrence, such as consultants and investigators, payment may be requested in advance to pay those who are providing the service or direct payment may be requested to those providing the service.

The billing of expenses, costs and disbursements will generally appear on the billing statement the month following the period the costs actually incurred. It is possible that I will bill an interim statement or a final statement for legal fees one month and the following month a statement reflecting costs only.

Withdrawal and Termination:

Our relationship must be based upon mutual confidence and respect. To that end, I will diligently work to communicate with you, to keep you aware of all significant developments in the matter, to explain to you all the proceedings that occur in the matter, and to answer questions that you have about my representation of you, although I fully expect that I will be primarily responsible for such contacts. I will not take any other case or client that poses a conflict of interest with you or your interests in this engagement. However, as you know, I represent many other clients. Therefore, in undertaking this representation and any future representation on other matters with the understanding that I am free to represent other clients on matters in which you may be adverse or may have an adverse interest, so long as such matters are not substantially related to the work we are doing for you on this particular engagement and do not allow for the use of any confidential information you may have provided to us. If this understanding is not acceptable to you, please notify me immediately.

You understand and agree that you must communicate with me and provide me with such information as is necessary to represent you effectively; that you must honor and protect the confidential nature of communications between us so that the attorney-client privilege is maintained; and that you must cooperate with my professional efforts to represent your interests. I acknowledge that you ultimately are the person who must make the major decisions in

connection with this matter, but that I will provide you with my best professional efforts to advise you about your circumstances.

Notwithstanding anything else in this Engagement Letter, you understand that you are always free to terminate this representation, with or without cause. Such termination of my representation of you in this engagement must be accomplished by a written notice to me at Robert T. Hanlon, Law Offices of Robert T. Hanlon & Associates, P.C., 131 East Calhoun Street, Woodstock, Illinois, 60098, stating that you choose to terminate my representation in this engagement. I will work to assure a smooth transition of your files to any successor counsel in a manner consistent with applicable canons of ethics. You understand, however, that such termination will not extinguish or alter your obligation to pay fees and expenses already incurred in connection with this engagement, in the same manner and form as already described in this Engagement Letter.

Likewise, I reserve the right to withdraw from further representation of you in this engagement if you fail to honor the obligations placed upon you by this Engagement Letter, or for any other just reasons as permitted or required by the Rules of the Illinois Supreme Court and the canons of ethics for my profession (including failure by you to pay required fees). I reserve the right to withdraw from representation if, among other things, I do not receive payment of any statement or invoice, if you fail to cooperate or follow my advice on a material matter, if matters are misrepresented or material facts are not disclosed, if any fact or circumstance arises or is discovered that would, in my view, render my continuing representation unlawful or unethical, or if anything else occurs that, in my judgment, impairs an effective attorney-client relationship. I acknowledge that written notice of such withdrawal must be provided to you, and if I withdraw from this engagement I will work to assure a smooth transition of your files to successor counsel in a manner consistent with the canons of ethics.

No Assurance as To Outcome:

I assure you that I will devote my best professional efforts to my representation of your interests. You understand and acknowledge, however, that I have not and cannot offer you any promises or guarantees about the outcome of this engagement.

I ask that you review this letter carefully, sign it and then return it to me via the United States mail. Please ask me any questions you may have about this Engagement Letter or my attorney-client relationship and I will do my best to answer them correctly and completely.

Again, I am pleased to act as counsel for you and look forward to continuing to serve you in that capacity.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Hanlon', with a large, sweeping flourish extending to the right.

Robert T. Hanlon

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RTH/caj

AGREED:



Andrew Gasser, Algonquin Township Highway Commissioner

Date