

FILED

6315 North Magnolia Ave Unit 2S
Chicago, IL 60660
331.465.4747 (cell)

MAR 15 2010

JUDGE JAMES F. HOLDERMAN
UNITED STATES DISTRICT COURT

March 8, 2010

Judge John W. Darrah
Courtroom 1203
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

Dear Judge Darrah,

Your Honor, I do not know where to turn so I am turning to you. I hope that you can either help me or direct me to someone who can. My attorney is Robert V. Gildo and my case number is 1:07-cv-06127 (07 CV 6127), which was filed on 3/10/2008. You are the listed presiding Judge. My dilemma is that after my second deposition, Attorney Gildo moved to an undisclosed location. He has since disconnected many of his phone numbers (office, home, fax) except for his cell phone, which I have called numerous times with no response. I have left many messages and as of today's date, Attorney Gildo has not contacted me. I have paid Attorney Gildo a retainer of \$5,000 and I have no idea what the status of my case is or if there was a summary judgment given. The language in the contract that I signed clearly states that I have a right to legal representation by Attorney Gildo:

This agreement is made of the 28th day of March, 2008 between Robert V. Gildo, Attorney, and Marlaina Easton, Client. Client hereby employs the legal services with reference to prosecution of a Civil Rights lawsuit in the U. S. District Court in the Northern District of Illinois.

Thus, I am under the impression that I have paid Attorney Gildo a retainer in order to have legal representation. This contract also states that there would be a penalty if Attorney Gildo were dismissed by myself:

Attorney time will be charged at the rate of \$250 per hour. In the event Attorney is discharged by Client, prior to completion of the case, he shall be paid the value of his services based upon this hourly rate. This payment is contingent upon receipt of damages or settlement by Client and will be adjusted accordingly. Attorney may secure this payment by filling an appropriate attorney's lien.

What this language means to me is that I paid for representation. For many months now, I have not had access to representation. Attorney Gildo has never been dismissed by myself, as I am not in the position to hire another attorney, as I would incur a steep financial penalty and burden if I did so. This case is important to me, as it has been something that I have worked a great deal on for years. I do not want it dismissed due to negligence on my attorney's part without my knowledge. Is it ethical or legal for an attorney to break off all contact with his client without any notice after cashing a retainer and signing a contract?

Thank you in advance for any assistance you can offer me.

Marlaina Easton

I have attached the Contract for Legal Services.

CC:

Attorney Robert V. Gildo

Magistrate Judge Geraldine Soat Brown

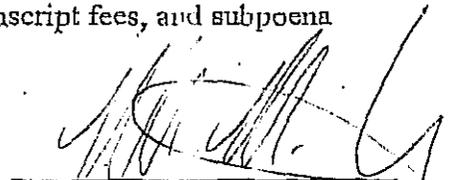
CONTRACT FOR LEGAL SERVICES

This agreement is made on the 28th day of March, 2008 between Robert V. Gildo, Attorney, and Marlaina Easton, Client. Client hereby employs the legal services of attorney to represent her and to perform all necessary legal and related services with reference to prosecution of a Civil Rights lawsuit in the U. S. District Court in the Northern District of Illinois, Case Number 07 C 6127, pursuant to the following terms and conditions:

1. Client has paid an initial fee of \$5,000.00, payment of which is hereby acknowledged by Attorney.
2. The balance of legal fees shall be paid on a contingent fee basis whereby attorney will receive 1/3 of any and all compensatory or punitive damages obtained by client resulting from litigation or settlement of the above captioned lawsuit. In the event there is no recover of damages, client will not owe attorney any further legal fees.
3. In the event that legal fees are awarded to attorney separate and apart from damages awarded to client, client will be credited with that award up to the legal fees that would otherwise be payable or paid under the terms of this contract. Any legal fees awarded in excess of the required legal fees under this contract will be payable to attorney.
4. Attorney time will be charged at the rate of \$250.00 per hour. In the event Attorney is discharged by Client, prior to completion of the case, he shall be paid the value of his services based upon this hourly rate. This payment is contingent upon receipt of damages or settlement by Client and will be adjusted accordingly. Attorney may secure this payment by filing an appropriate attorney's lien.
5. Client may discharge Attorney at any time on presentation of written notice.
6. Client will be liable for all costs, disbursements, and expenses, including, but not limited to, filing fees, deposition expenses, expert witness fees, transcript fees, and subpoena fees.

Approved by:


Robert V. Gildo


Marlaina Easton