M.R. 3140

**IN THE
SUPREME COURT
OF
THE STATE OF ILLINOIS**

Order entered December 22, 2022.

(Deleted material is struck through, and new material is underscored.)

Effective January 1, 2023, Illinois Supreme Court Rules 13 and 706 are amended, and Rule 1.5 of the Illinois Rules of Professional Conduct of 2010 is amended, as follows.

Amended Rule 13

Rule 13. Appearances—Time to Plead—Withdrawal

(a) Written Appearances. If a written appearance is filed, copies of the appearance shall be served in the manner required for the service of copies of pleadings.

(b) Time to Plead. A party who appears without having been served with summons is required to plead within the same time as if served with summons on the day he appears.

(c) Appearance and Withdrawal of Attorneys.

(1) *Addressing the Court.* An attorney shall file a written appearance or other pleading before addressing the court unless the attorney is presenting a motion for leave to appear by intervention or otherwise.

(2) *Notice of Withdrawal.* Except as provided under paragraph (a)(7), an ~~An~~ attorney may not withdraw his or her appearance for a party without leave of court and notice to all parties of record. Unless another attorney is substituted, the attorney must give reasonable notice of the time and place of the presentation of the motion for leave to withdraw, by personal service, certified mail, or a third-party carrier, directed to the party represented at the party's last known business or residence address. Alternatively, the attorney may give such notice electronically, if receipt is acknowledged by the party. Such notice shall advise said party that to insure notice of any action in said cause, the party should retain other counsel therein or file with the clerk of the court, within 21 days after entry of the order of withdrawal, a supplementary appearance stating therein an address to which service of notices or other documents may be made.

(3) *Motion to Withdraw.* The motion for leave to withdraw shall be in writing and, unless another attorney is substituted, shall state the last known address(es) of the party represented. The motion may be denied by the court if granting the motion would delay the trial of the case, or would otherwise be inequitable.

(4) *Copy to be Served on Party.* If the party does not appear at the time the motion for withdrawal is granted, either in person or by substitute counsel, then, within three days of the

entry of the order of withdrawal, the withdrawing attorney shall serve the order upon the party in the manner provided in paragraph (c)(2) of this rule and file proof of service of the order.

(5) *Supplemental Appearance.* Unless another attorney is, at the time of such withdrawal, substituted for the one withdrawing, the party shall file in the case within 21 days after entry of the order of withdrawal a supplementary appearance, stating therein an address at which the service of notices or other documents may be had upon him or her. A self-represented litigant may supply an e-mail address for service, pursuant to Rule 11(b). In the case of the party's failure to file such supplementary appearance, subsequent notices and filings shall be directed to the party at the last known business or residence address.

(6) *Limited Scope Appearance.* An attorney may make a limited scope appearance on behalf of a party in a civil proceeding pursuant to Rule of Professional Conduct 1.2(c) when the attorney has entered into a written agreement with that party to provide limited scope representation. The attorney shall file a Notice of Limited Scope Appearance, using an approved statewide form,~~prepared by utilizing, or substantially adopting the appearance and content of, the form provided in the Article I Forms Appendix,~~ identifying each aspect of the proceeding to which the limited scope appearance pertains.

An attorney may file a Notice of Limited Scope Appearance more than once in a case. An attorney must file a new Notice of Limited Scope Appearance before any additional aspect of the proceeding in which the attorney intends to appear. A party shall not be required to pay more than one appearance fee in a case.

(7) *Withdrawal Following Completion of Limited Scope Representation.* Upon completion of ~~completing~~ the representation specified in the Notice of Limited Scope Appearance filed pursuant to paragraph (6), the attorney shall withdraw from the Limited Scope Appearance through one of the methods~~by oral motion or written notice as~~ provided in parts (i)-(ii) of this paragraph, each of which requires filing a Notice of Completion of Limited Scope Appearance, using an approved statewide form. A withdrawal for any reason other than completion of the limited scope representation shall be requested by motion under paragraphs (c)(2) and (c)(3).

(i) Method 1—In Open Court. If the attorney completes the representation at or before a court hearing attended by the party the attorney represents, the attorney may present the Notice of Completion of Limited Scope Appearance ~~make an oral motion for withdrawal~~ without prior notice to the party the attorney represents or to other parties. Upon presentment of the Notice of Completion of Limited Scope Appearance, the attorney's appearance is withdrawn without the necessity of leave of court. ~~The court must grant the motion unless the party objects on the ground that the attorney has not completed the representation.~~ The court ~~order granting the withdrawal~~ may require the attorney to give written notice of the completion of the limited scope representation ~~order~~ to parties who were neither present nor represented at the hearing. If the party objects that the attorney has not completed the limited scope representation, the court must hold an evidentiary hearing on the objection, either immediately or on a specified later date. After hearing the evidence, the court must enter an order allowing the attorney to withdraw from the case ~~grant the motion to withdraw~~ unless the court expressly finds by clear and convincing evidence that the attorney has not completed the representation specified in the Notice of

Limited Scope Appearance.

(ii) Method 2—Outside of Court. The ~~An~~ attorney ~~also~~ may also withdraw by filing an approved statewide form Notice of Completion ~~Withdrawal~~ of Limited Scope Appearance outside of open court and serving ~~, prepared by utilizing, or substantially adopting the appearance and content of, the form provided in the Article I Forms Appendix. The attorney must serve~~ the Notice and an approved statewide form Objection to Completion of Limited Scope Appearance on the party the attorney represents and ~~must also serve it on~~ other counsel of record and other parties not represented by counsel, unless the court by order excuses service on other counsel and other parties. The attorney must also serve the Notice on the judge then presiding over the case. The attorney must file proof of service in compliance with this paragraph. Upon filing the Notice of Completion of Limited Scope Appearance and Objection to Completion of Limited Scope Appearance, the attorney's appearance is withdrawn without necessity of leave of court.

Within 21 days after the service of the Notice and Objection, the party may file an Objection to Completion~~Withdrawal~~ of Limited Scope Appearance, prepared by utilizing, or substantially adopting the appearance and content of, the form provided in the Article I Forms Appendix. The party must serve the Objection on the attorney and must also serve it on other counsel of record and other parties not represented by counsel unless the court by order excuses service on other counsel and other parties. ~~If no timely Objection is filed, the attorney's limited scope appearance automatically terminates, without entry of a court order when the 21-day period expires.~~ If a timely Objection is filed, however, the attorney must notice a hearing on the Objection. If the ground for the Objection is that the attorney has not completed the representation specified in the Notice of Limited Scope Appearance, the court must hold an evidentiary hearing. After the requisite hearing, the court must enter an order allowing the attorney to withdraw unless the court expressly finds by clear and convincing evidence that the attorney has not completed the representation specified in the Notice of Limited Scope Appearance.

Adopted June 15, 1982, effective July 1, 1982; amended February 16, 2011, effective immediately; amended Jan. 4, 2013, eff. immediately; amended June 14, 2013, eff. July 1, 2013; amended June 22, 2017, eff. July 1, 2017; amended Dec. 22, 2022, eff. Jan. 1, 2023.

Committee Comments

(rev. June 14, 2013)

Rule 13 was added in 1982. It was patterned after Proposed Uniform Circuit Court Rule III, which was prepared by a special committee of the Illinois State Bar Association and approved by the ISBA Board of Governors on June 22, 1976. Under paragraph (c) of this rule, an attorney's written appearance on behalf of a client before any court in this State binds the attorney to continue to represent that client in that cause until the court, after notice and motion, grants leave for the attorney to withdraw. See Rule of Professional Conduct 1.16(c).

Committee Comments

(rev. Jan. 1, 2023~~June 14, 2013~~)

Paragraph (c)(6) addresses the provision of limited scope representation to clients under Rule of Professional Conduct 1.2(c). The paragraph is not intended to regulate or impede appearances made pursuant to other types of limited engagements by attorneys, who may appear and withdraw as otherwise provided by Rule 13.

An attorney making a limited scope appearance in a civil proceeding must first enter into a written agreement with the party disclosing the limited nature of the representation. The limited appearance is then effected by using the approved statewide form Notice of Limited Scope Appearance appended to this Rule. Utilizing this approved statewide ~~standardized~~ form promotes consistency in the filing of limited scope appearances, makes the notices easily recognizable to judges and court personnel, and helps ensure that the scope of the representation is identified with specificity.

A party on whose behalf an attorney has filed a Notice of Limited Scope Appearance remains responsible, either personally or through an attorney who represents the party, for all matters not specifically identified in the Notice of Limited Scope Appearance.

Paragraph (c)(6) does not restrict (1) the number of limited scope appearances an attorney may make in a case, (2) the aspects of the case for which an attorney may file a limited scope appearance such as, for example, specified court proceedings, depositions, or settlement negotiations, or (3) the purposes for which an attorney may file a limited scope appearance. Notwithstanding the absence of numeric or subject matter restrictions on filing limited scope appearances, nothing in the Rule restricts the ability of a court to manage the cases before it, including taking appropriate action in response to client or lawyer abuse of the limited scope representation procedures.

Paragraph (c)(7) provides two alternative ways for an attorney to withdraw when the representation specified in the Notice of Limited Scope Appearance has been completed. The first method—in-court presentment of an approved statewide form Notice of Completion of Limited Scope Appearance ~~an oral motion~~—can be used whenever the representation is completed at or before a hearing attended by the party the attorney represents. Prior notice ~~of such a hearing~~ is not required. The attorney should use this method whenever practical~~possible~~, because its use ensures that withdrawal occurs as soon as possible and that the court knows of the withdrawal. The attorney's withdrawal is automatic, and the court should enter an order to that effect.

The second method—filing an approved statewide form Notice of Completion~~Withdrawal~~ of Limited Scope Appearance with the clerk of the court—enables the attorney to withdraw easily in other situations, without having to make a court appearance~~, except when there is a genuine dispute about the attorney's completion of the representation~~. The Notice and an approved statewide form Objection to Completion of Limited Scope Appearance must be served on the party represented and on other counsel of record and other parties not represented by counsel unless the court excuses service on other counsel of record and other parties not represented by counsel. The Notice must also be served on the judge then presiding over the case to ensure that the judge is made aware that the limited scope representation has been completed, subject to the client's right to object. The attorney's withdrawal is automatic, and the court should enter an order to that effect~~without entry of a court order, unless the client files a timely Objection to Withdrawal of Limited Scope~~

~~Appearance~~.

A client may contest an attorney's Completion of Limited Scope Appearance by filing an Objection to Completion of Limited Scope Representation within 21 days of service of a Notice of Completion of Limited Scope Appearance.

If ~~the attorney makes an oral motion to withdraw pursuant to paragraph (c)(7)(i), with or without client objection, or if~~ the client files a timely Objection to Completion~~Withdrawal~~ of Limited Scope Appearance pursuant to paragraph (c)(7)(ii), the court must allow the attorney to withdraw unless the court expressly finds by clear and convincing evidence that the attorney has not completed the representation specified in the Notice of Limited Scope Appearance. An evidentiary hearing is required if the client objects to the attorney's withdrawal based on the attorney's failure to complete the representation. A nonevidentiary hearing is required if the client objects on a ground other than the attorney's failure to complete the representation, although the primary function of such a hearing is to explain to the client that such an objection is not well-founded. A court's refusal to recognize a properly presented or filed Notice of Completion of Limited Scope Appearance~~permit withdrawal of a completed limited scope representation~~, or even its encouragement of the attorney to extend the representation, would disserve the interests of justice by discouraging attorneys from undertaking limited scope representations out of concern that agreements with clients for such representations would not be enforced.

A limited scope appearance under the rule is unrelated to "special and limited" appearances formerly used to object to the lack of personal jurisdiction. The use of such appearances ended with the adoption of Public Act 91-145, which amended section 2-301 of the Code of Civil Procedure (735 ILCS 5/2-301) effective January 1, 2000.

Amended Rule 706

Rule 706. Filing Deadlines and Fees of Registrants and Applicants

(a) Character and Fitness Registration. Character and fitness registration applications filed with applications to take the bar examination shall be accompanied by a registration fee of $450.

(b) Applications to Take the Bar Examination. The fees and deadlines for filing applications to take the February bar examination are as follows:

(1) $500 for applications submitted on or before the regular filing deadline of September 15 preceding the examination;

(2) $700 for applications submitted after September 15 but on or before the late filing deadline of November 1; and

(3) $1000 for applications submitted after November 1 but on or before the final late filing deadline of December 15.

The fees and deadlines for filing applications to take the July bar examination are as follows:

(1) $500 for applications submitted on or before the regular filing deadline of February 15 preceding the examination;

(2) $700 for applications submitted after February 15 but on or before the late filing deadline of April 1; and

(3) $1000 for applications submitted after April 1 but on or before the final late filing deadline of May 15.

(c) Applications for Reexamination. The fees and deadlines for filing applications for reexamination at a February bar examination are as follows:

(1) $500 for applications submitted on or before the regular reexamination filing deadline of November 1;

(2) $850 for applications submitted after November 1 but on or before the final late filing deadline of December 15.

The fees and deadlines for filing applications for reexamination at a July bar examination are as follows:

(1) $500 for applications submitted on or before the regular reexamination filing deadline of May 1;

(2) $850 for applications submitted after May 1 but on or before the final late filing deadline of May 15.

(d) Late Applications. The Board of Admissions to the Bar shall not consider requests for late filing of applications after the final bar examination filing deadlines set forth in the preceding subparagraphs (b) and (c).

(e) Applications for Admission on Motion under Rule 705. Each applicant for admission to the bar on motion under Rule 705 shall pay a fee of $1500 ~~$1250~~.

(f) Applications for Admission by Transferred Uniform Bar Examination Score Under Rule 704A. Each applicant for admission to the bar by transferred UBE score under Rule 704A shall pay a fee of $1500 ~~$1250~~.

(g) Application for Limited Admission as House Counsel. Each applicant for limited admission to the bar as house counsel under Rule 716 shall pay a fee of $1500 ~~$1250~~.

(h) Application for Limited Admission as a Lawyer for Legal Service Programs. Each applicant for limited admission to the bar as a lawyer for legal service programs under Rule 717 shall pay a fee of $100.

(i) Recertification Fee. Each applicant for Character and Fitness recertification shall pay a fee of $450.

(j) Payment of Fees. All fees are nonrefundable and shall be paid in advance by credit or debit card, certified check, cashier's check or money order payable to the Board of Admissions to the Bar. Fees of an applicant who does not appear for an examination shall not be transferred to a succeeding examination.

(k) Fees to be Held by Treasurer. All fees paid to the Board of Admissions to the Bar shall be held by the Board treasurer, subject to the order of the Court.

Amended January 30, 1975, effective March 1, 1975; amended October 1, 1982, effective October 1, 1982; amended June 12, 1992, effective July 1, 1992; amended July 1, 1998, effective immediately; amended July 6, 2000, effective August 1, 2000; amended December 6, 2001, effective immediately; amended February 11, 2004, effective July 1, 2004; amended October 1, 2010, effective January 1,

2011; amended January 10, 2012, effective immediately; amended Nov. 26, 2013, effective Jan. 1, 2014; amended February 10, 2014, effective immediately; amended May 26, 2016, effective July 1, 2016; amended June 22, 2017, eff. July 1, 2017; amended June 8, 2018, eff. Jan. 1, 2019; amended Dec. 22, 2022, eff. Jan. 1, 2023.

Rule of Professional Responsibility 1.5

RULE 1.5: FEES

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) the fee customarily charged in the locality for similar legal services;

(4) the amount involved and the results obtained;

(5) the time limitations imposed by the client or by the circumstances;

(6) the nature and length of the professional relationship with the client;

(7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) whether the fee is fixed or contingent.

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(d) A lawyer shall not enter into an arrangement for, charge, or collect:

(1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or

(2) a contingent fee for representing a defendant in a criminal case.

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the division is in proportion to the services performed by each lawyer, or if the primary service performed by one lawyer is the referral of the client to another lawyer and each lawyer assumes joint financial responsibility for the representation;

(2) the client agrees to the arrangement, including the share each lawyer will receive, and the agreement is confirmed in writing; and

(3) the total fee is reasonable.

Adopted July 1, 2009, effective January 1, 2010.

Comment

Reasonableness of Fee and Expenses

[1] Paragraph (a) requires that lawyers charge fees that are reasonable under the circumstances. The factors specified in (1) through (8) are not exclusive. Nor will each factor be relevant in each instance. Paragraph (a) also requires that expenses for which the client will be charged must be reasonable. A lawyer may seek reimbursement for the cost of services performed in-house, such as copying, or for other expenses incurred in-house, such as telephone charges, either by charging a reasonable amount to which the client has agreed in advance or by charging an amount that reasonably reflects the cost incurred by the lawyer.

Basis or Rate of Fee

[2] When the lawyer has regularly represented a client, they ordinarily will have evolved an understanding concerning the basis or rate of the fee and the expenses for which the client will be responsible. In a new client-lawyer relationship, however, an understanding as to fees and expenses must be promptly established. Generally, it is desirable to furnish the client with at least a simple memorandum or copy of the lawyer's customary fee arrangements that states the general nature of the legal services to be provided, the basis, rate or total amount of the fee and whether and to what extent the client will be responsible for any costs, expenses or disbursements in the course of the representation. A written statement concerning the terms of the engagement reduces the possibility of misunderstanding.

[3] Contingent fees, like any other fees, are subject to the reasonableness standard of paragraph (a) of this Rule. In determining whether a particular contingent fee is reasonable, or whether it is reasonable to charge any form of contingent fee, a lawyer must consider the factors that are relevant under the circumstances. Applicable law may impose limitations on contingent fees, such as a ceiling on the percentage allowable, or may require a lawyer to offer clients an alternative basis for the fee. Applicable law also may apply to situations other than a contingent fee, for

example, government regulations regarding fees in certain tax matters.

Terms of Payment

[4] A lawyer may require advance payment of a fee, but is obliged to return any unearned portion. See Comments [3B] through [3D] to Rule 1.15 and Rule 1.16(d). A lawyer may accept property in payment for services, such as an ownership interest in an enterprise, providing this does not involve acquisition of a proprietary interest in the cause of action or subject matter of the litigation contrary to Rule 1.8 (i). However, a fee paid in property instead of money may be subject to the requirements of Rule 1.8(a) because such fees often have the essential qualities of a business transaction with the client.

[4A] Rule 1.5 allows fee agreements that are not on an hourly rate, for example, fixed fee arrangements, so long as the fee charged or collected is reasonable for the services performed as allowed under Rule 1.5. Where appropriate, lawyers should consider alternative arrangements to deliver affordable representation. In structuring any fee agreement, lawyers should strive to make the cost of legal services transparent and predictable, with the goal of reducing misunderstandings and avoiding fee disputes with clients.

[5] An agreement may not be made whose terms might induce the lawyer improperly to curtail services for the client or perform them in a way contrary to the client's interest. For example, a lawyer should not enter into an agreement whereby services are to be provided only up to a stated amount when it is foreseeable that more extensive services probably will be required, unless the situation is adequately explained to the client. Otherwise, the client might have to bargain for further assistance in the midst of a proceeding or transaction. However, it is proper to define the extent of services in light of the client's ability to pay. A lawyer should not exploit a fee arrangement based primarily on hourly charges by using wasteful procedures.

Prohibited Contingent Fees

[6] Paragraph (d) prohibits a lawyer from charging a contingent fee in a domestic relations matter when payment is contingent upon the securing of a divorce or upon the amount of alimony or support or property settlement to be obtained. This provision does not preclude a contract for a contingent fee for legal representation in connection with the recovery of postjudgment balances due under support, alimony or other financial orders because such contracts do not implicate the same policy concerns.

Division of Fee

[7] A division of fee is a single billing to a client covering the fee of two or more lawyers who are not in the same firm. A division of fee facilitates association of more than one lawyer in a matter in which neither alone could serve the client as well, or referral of a matter where appropriate, and often is used when the fee is contingent and the division is between a referring lawyer and a trial specialist. Paragraph (e) permits the lawyers to divide a fee either on the basis of the proportion of services they render or, where the primary service performed by one lawyer is the referral of the client to another lawyer, if each lawyer assumes financial responsibility for

the representation as a whole. In addition, the client must agree to the arrangement, including the share that each lawyer is to receive, and the agreement must be confirmed in writing. Contingent fee agreements must be in a writing signed by the client and must otherwise comply with paragraph (c) of this Rule. Joint financial responsibility for the representation entails financial responsibility for the representation as if the lawyers were associated in a general partnership. See *In re Storment*, 203 Ill. 2d 378 (2002). A lawyer should only refer a matter to a lawyer whom the referring lawyer reasonably believes is competent to handle the matter. See Rule 1.1.

[8] Paragraph (e) does not prohibit or regulate division of fees to be received in the future for work done when lawyers were previously associated in a law firm, or payments made pursuant to a separation or retirement agreement.

Disputes over Fees

[9] If a procedure has been established for resolution of fee disputes, such as an arbitration or mediation procedure established by law or rule, the lawyer must comply with the procedure when it is mandatory, and, even when it is voluntary, the lawyer should conscientiously consider submitting to it. Law may prescribe a procedure for determining a lawyer's fee, for example, in representation of an executor or administrator, a class or a person entitled to a reasonable fee as part of the measure of damages. The lawyer entitled to such a fee and a lawyer representing another party concerned with the fee should comply with the prescribed procedure.

Adopted July 1, 2009, effective January 1, 2010; amended Jan. 1, 2023.