



## ENGAGEMENT AGREEMENT AND EXPLANATION OF FEES

This is a contract. You are requesting that Attorney Marc D. Sherman and the law firm of **Marc D. Sherman & Colleagues, P.C.** (the Attorney or the Firm) provide legal representation for the case or project that is identified herein. This is a contract between Client and Attorney.

*The Case Has Been Discussed And Is Summarized On The Attached Page; Scope Of Representation:* The representation is limited to the project that has been agreed upon. This Engagement does not include unique matters, such as efforts to seek injunctive relief, appeals, or other extraordinary representation. If additional matters are to be addressed, a separate engagement agreement and fee structure will be reviewed and agreed upon.

*Fees & Billing; Expenses:* Unless the Attorney has specifically agreed to a flat fee billing, this is an **hourly fee billing engagement**.

The regular hourly rate for Attorney Marc Sherman is \$435.00, and the deposition and trial hourly rate is \$485.00. Supervised Paralegal Staff and Legal Assistant Staff are billed at \$200.00/hour. Time will be billed based upon the time spent for the activities in which they are involved, typically in increments of one-tenth of an hour, including for:

- communications with you and others, whether in-person or by telephone or email,
- Research and investigation,
- Drafting and preparing materials necessary for your legal work, and
- Court appearances, including by video or by in-person hearing, and other court-related

activities, if requested.

Client will pay out of pocket expenses that are incurred in connection with the case or project.

*Billing Statement; Payment Due Promptly:* The Firm will provide a billing statement approximately each month. The statement may include each time entry as a separate detail, or it may group time entries for the same work into a single entry, even if the time is spent on separate dates (for example, a single invoice entry for multiple calls with the client on the same day). If you are concerned about the time entries be sure to reach out to us immediately.

Client will promptly review the billing statement and agrees to contact the Firm within one week from receipt of the statement about any billing question.

*Attorney Withdrawal; Client Termination:* The Attorney has the right to terminate this Engagement Agreement at any time, with at least three (3) days' notice to the Client.

The Client always has the right to terminate this Engagement Agreement. Termination of the engagement does not terminate the Client's responsibility to adhere to the Engagement Agreement terms concerning payment of fees and costs through the transfer or return of the project file.

At the termination or completion of the legal services, for whatever reason, Attorney's final invoice, including all expenses outstanding and costs associated with the preparation and transfer of the file, will be paid prior to release of the file and file materials.

# Marc D. Sherman & Colleagues, P.C.



*Disputes; Interest On Outstanding Balances; Costs Of Collection:* We are proud to say that there have been no billing disputes in the Firm's experience. However, if informal discussion does not resolve billing questions, either of us may have to resort to enforcement of the Agreement.

Where Invoices are not paid when due, Client understands that the Firm will add to the billing statement an amount for interest on the outstanding unpaid balance at the rate of one and one-half percent (1-1/2%) per month each month on all unpaid balances until payment in full. If the Firm places the outstanding billing statement for collection via a third-party attorney or collection firm, then all reasonable attorney's fees and collection fees will be paid by Client in addition to all of the costs of collection and the amounts due.

## **IMPORTANT: ADDITIONAL ITEMS**

*If you are not familiar with the Attorney-Client Privilege or need a review of the privilege and strategies to protect your confidential attorney communications, please see the important discussion on our blog and reach out to Marc Sherman with your questions:*

<https://mshermanlaw.com/2024/06/01/the-attorney-client-privilege-is-worth-knowing-about/>

*Our Privacy Policy Statement is available on our website and should be reviewed for important information about our use of private information. Please read it here:*

<https://mshermanlaw.com/pay-your-invoice/>

## **ATTORNEY PROPOSAL**

MARC D. SHERMAN & COLLEAGUES, P.C.:

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Marc D. Sherman, President

IL Atty Code: 6192538

Marc D. Sherman & Colleagues, P.C.  
3700 West Devon Avenue, Suite E  
Lincolnwood, Illinois 60712  
(847) 674-8756

[msherman@mshermanlaw.com](mailto:msherman@mshermanlaw.com)

Check out our Website, including information posts at [www.mshermanlaw.com](http://www.mshermanlaw.com)

### **CLIENT 1:**

INSERT INDIVIDUAL(S) NAME(S) OR CORPORATE NAME:

\_\_\_\_\_:

Signed by: x \_\_\_\_\_  
Title (if applic.): \_\_\_\_\_

Address for attorney-client communications:

\_\_\_\_\_

\_\_\_\_\_

mail is privately accepted at:

\_\_\_\_\_

Phone/SMS Messages privately accepted at:

\_\_\_\_\_

### **CLIENT 2:**

INSERT INDIVIDUAL(S) NAME(S) OR CORPORATE NAME:

\_\_\_\_\_:

Signed by: x \_\_\_\_\_  
Title (if applic.): \_\_\_\_\_

# Marc D. Sherman & Colleagues, P.C.



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Phone/SMS Messages privately accepted at:

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## **DESCRIPTION OF PROJECT AND SPECIAL BILLING CONSIDERATIONS:**

**Client will deposit a general retainer to be applied immediately to attorney fees and costs in an amount of TBD. The retainer is not an estimate of fees/costs. If any retainer balance remains at the conclusion of the engagement, it will be returned to Client.**

**Please provide check for retainer prior to the start of attorney's work.**