

## **ENGAGEMENT FEE AGREEMENT**

The undersigned Client hereby employs and retains the law firm of Denise A. Hirschmann, P.C., (hereinafter Attorney) to represent Client in the following matter:

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Under the following terms and conditions:

In consideration of the firm, Denise A. Hirschmann, P.C., agreeing to represent Client:

Prior to commencement of legal work, Client fee shall be payable as follows:

Engagement Fee - \_\_\_\_\_

Client understands that **NO PORTION** of the minimum Engagement Fee is **REFUNDABLE** at any time and that the Attorney shall not perform any work prior to receipt of the minimum Engagement Fee. The Engagement Fee represents more than a fee. It is an amount paid to retain the attorney based on her experience in this area of the law. It also guarantees that the time will be set aside in her schedule for your case, thus limiting the number of new clients that could have otherwise been allowed to retain her services.

There may be occasions when another attorney may need to appear on a matter for the client. No representations have been made that only the named firm attorney will appear and the firm is left with the discretion of sending another attorney as needed and as seen fit by the firm.

Once the original Engagement Fee is exhausted, or close to being exhausted, **no further work will be performed without immediate payment of another Engagement Fee of at least the original amount of the Engagement Fee or an amount set by Attorney.** You will be notified if the retainer amount is depreciated to less than half the original amount and based on the work yet to be done on your file, there may need to be another retainer to secure my services. We will not go to Trial, an Evidentiary Hearing, Binding Arbitration, etc., without the current balance owed being paid in full and/or a new Engagement Fee being paid.

Fees are and will be based upon hourly rates of the members of the Firm for services rendered by them. At the present time, the Attorney primarily responsible for your work is billed at **\$350.00 per hour** for legal work.

The following services shall be billed at the following rates:

- a. Telephonic communications, either received or sent, shall be billed at a minimum rate of one quarter of an hour, unless the call, text, or email is after 5:00 p.m. eastern time on any day Monday through Friday, or on a holiday or weekend, then the time will be billed at the one quarter of an hour increment, at time and a half.
- b. Written communications, either received or sent, shall be billed at a minimum rate of one quarter of an hour.
- c. Court appearances shall be billed at a minimum of two hours.
- d. Communications initiated by the client after 5pm on weekdays or at any time on weekends or holidays shall be billed at time and a half.

In the event that the combined Attorneys, Paralegal and Law Clerk time shall exceed the minimum fee, Client agrees to pay for such excess time at the rate set forth in the paragraph above.

The Attorney agrees to diligently undertake representation of the Client in this matter and to perform all services, which in the Attorney's professional judgment are in the best interest of the Client.

Client further agrees to reimburse Attorney for all Court costs and other expenses advanced by Attorney in connection with Client's case.

These costs and expenses include, but are not limited to: those involved in filing fees, Court costs, postage, copies at \$.20 a copy, telephone and travel expenses at \$.35 a mile, amounts paid to experts, the expense of depositions, transcripts and records, investigative and hourly legal assistant costs, and any other costs Attorney deems necessary to properly prepare and pursue Client's case.

We cannot tell you in advance how much the costs will be. A family law or criminal proceeding may become more complicated than it first appears and the time and effort spent will depend in part, on the cooperation of you, your spouse and your spouses Attorney. We will do everything within our power to keep the fees and costs as low as possible.

Regardless of any other provisions of this Agreement permitting deferred payment, expenses under this paragraph will be billed and must be paid by the client as actually incurred. The client agrees that any fees owed to the Firm are due as of the billing date and must be paid within

thirty (30) days after the billing date for services performed. Thirty (30) days after the date of accrual of any charges on the client's account, a finance charge, as a time price differential, computed by applying a monthly periodic rate or rates to the "amount due" as shown on a monthly statement to be sent to the Client, will be added. The monthly periodic rate will be 1%, resulting in a corresponding annual percentage rate of 7%, with a minimum finance charge of \$.50 per monthly billing cycle. Any returned check shall require repayment of the bank fee and a \$50.00 administrative fee, and will require that all future payments be made in cash, certified check or money order. If repayment is not made within ten (10) days of notice to the Client, then the Attorney shall have the right to withdraw and to seek any legal means necessary to recover the outstanding debt.

Any questions and or objections to any bill rendered by the attorney to the client must be made within fourteen (14) days of the billing date. If the client does not question or object to a bill or statement within fourteen (14) days of the billing date, the bill or statement will be deemed to be accurate and correct and fully due and payable.

The Client understands and agrees that time is of the essence regarding payment of any fees, costs or expenses in this matter. In the event Client fails to pay any monthly statement within thirty (30) days of the date mailed, Attorney shall have the option to withdraw from the case and proceed against Client for all outstanding charges. Client shall be liable for all amounts due plus interest and reasonable attorney fees.

The attorney will have a lien on any and all property, including money and personal and legal documents of the client, that are in the possession of the attorney or in a Judgment, fund, or asset of the estate obtained through the effort of the attorney until the full sums due and owing to the attorney under the terms of this Agreement are paid. The client agrees to execute the necessary documents to effectuate this lien.

If at any time you feel there is a problem in your representation or in our working relationship, you may ask for a problem consultation with the attorney. Cooperation and trust between client and attorney(s) is essential. Therefore, we will work with you to ensure a healthy working relationship through the completion of our matter, if at all possible. The attorney may also request problem consultations. Whether you or the attorney requests a problem consultation, there will be no fees for the problem consultation. However, we ask that the discussion of the problem consultation be kept to what the problem is and how to render the situation. If you and I agree that the consultation has resolved the difficulties and the discussion could progress to substantive or

procedural issues in your matter, I will charge our customary fees from that point forward.

You agree to keep the Firm advised of changes in phone numbers and address and/or any significant changes in your situation while you are working with the Firm.

On Domestic Matters, the Firm may perform an internal appraisal of your anticipated child support or spousal support, or of the value of a pension asset, using computer software available to the Firm. You will receive this data for informal planning purposes only. The Firm will accept no liability for their use in settlement negotiations or otherwise. The printouts of these calculations will be shared with you. If you decide to do so, the printouts may be used for negotiation. These printouts are not admissible in Court. If negotiations fail, formal evaluations will be necessary.

Unless a separate contract for legal services is negotiated, it is understood that these services do not include appeals or any Motions after entry of the Judgment or representation on any different subject matter.

**ATTORNEY HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY OUTCOME OR RESULTS ON BEHALF OF THE CLIENT.**

This Engagement Fee Agreement is made and shall be performed and construed under the laws of the State of Michigan.

Any disputes and/or causes of action asserted by Client shall be brought no later than six (6) months from the date the attorney last rendered professional services under this Agreement, regardless of any other statute of limitation to the contrary, e.g., all disputes, claims and causes of action are waived if not brought within the six (6) months referenced herein.

Under no circumstances will the Client be permitted to obtain awards for punitive, incidental, or consequential damages regardless of the nature of the claim, dispute, or cause of action and the Client waives all rights to damages multiplied or increased.

This Agreement supersedes any and all other agreements, promises, assurances, representations, and/or other communications between the parties and can not be modified except by a written agreement executed by all of the undersigned parties. Should a dispute arise between the Client and the firm which leads to litigation, the parties acknowledge the potential cost of litigation and therefore, waive trial by a jury in any action, proceeding or counter claim brought by either against the other upon any matters

whatsoever arising out of or in any way connected with this representation. In addition, we have the unilateral right to submit any matter to Arbitration in accordance with the rules of the American Arbitration Association and all such disputes shall be decided pursuant to the Michigan Arbitration Act (MCLA 600.5001, et seq, as it may hereafter be amended), and a judgment of any Court of competent jurisdiction may be rendered upon the decision of the arbitrator.

If any of the provisions of this Engagement Fee Agreement are deemed to be null and void, ineffectual or invalid by any competent tribunal, the balance of this Engagement Fee Agreement shall remain effective and to this end the provisions of this Engagement Fee Agreement are declared to be severable.

The Attorney retains the exclusive right to withdraw from representation if the Client does not perform all obligations under this Agreement on his/her part to be performed, fails to cooperate with the Attorney in the handling of this matter, or if at any time Attorney determines that the matter lacks sufficient merit to justify continued representation. The client agrees to cooperate and execute all necessary paperwork for attorney to withdraw.

The Client binds their heirs, executors, and legal representatives to the terms and conditions set forth in this agreement. If Agreement is executed by more than one party as Client the liability and obligation herein shall be joint and several.

Any post judgment or post sentencing matters, including entry of Qualified Domestic Relations Orders or Appeals, require a new Engagement Agreement, and are not included in this agreement.

On Divorce matters, your case will be closed upon entry of the Judgment of Divorce. In regards to criminal matters, your case will be closed and all services terminated upon sentencing. On Post Judgment matters, your case will be closed upon the entry of a final order on the issue the Firm was retained for. Any further services will require a new Engagement Agreement.

It is our policy to hold confidential all communications, observations, and information made by and between attorneys, legal workers and clients. This means that neither I nor my staff will disclose information about you to anyone without your express written release.

You may ask to release information about your representation. For example, you may wish to have the attorney discuss your representation

with another professional, such as an accountant, a psychologist, or a physician. To be sure that your rights to are protected:

- a. You must sign a release of information;
- b. The release must have an expiration date;
- c. You must understand what information.

In other words, the attorney representing you may wish to speak with you about what will be disclosed before disclosing. You may decide to revoke your release after that discussion.

If the person to whom the disclosure is to be made is also a professional with whom you have a confidential relationship, the release will be two ways, or mutual. If you communicate with us using e-mail or cordless or cell phones, we advise that you be aware that the line of communication might not be secure. You should let us know if you do not wish to communicate by using e-mail. When beginning a phone conversation on a cordless or cell phone, you should advise us; and we will advise you when we are initiating phone conversations and complete it later when a secured line can be arranged, if the information being discussed is too sensitive.

**IF THE CLIENT VIOLATES ANY OF THESE RESPONSIBILITES OR ANY OTHER PROVISION OF THIS AGREEMENT, THE ATTORNEY HAS THE RIGHT TO WITHDRAW FROM REPRESENTATION OF THE CLIENT.**

**THE CLIENT ACKNOWLEDGES THAT THE CLIENT HAS READ THIS AGREEMENT CONSISTING OF SIX (6) PAGES, UNDERSTANDS ITS CONTENTS, AND HAS RECEIVED A COPY OF IT.**

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Date

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Client

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Denise A. Hirschmann, P.C.

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Client print name and give cell phone number  
Client give email

By: Denise A. Hirschmann  
Denise A. Hirschmann, P.C.  
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