

# CONTINGENT FEE RETAINER AGREEMENT

RE: *Property Loss and/or Damage Claim*

The undersigned client(s) (hereinafter "CLIENT") hereby retains and employs THE STREMS LAW FIRM, P.A. (hereinafter "Attorney"), to represent Client in regard to claim(s) for claims against their insurance carrier, insurance agent, and other responsible party, arising out of a water loss an accident, loss, or occurrence that happened at property located at 2433 Winfried Dr. , Kissimmee, FL 34743, on date 12/15/2013, and covered under the \_\_\_\_\_ insurance policy # 971942062, or other insurance company later identified by investigation

- Attorney's Fees : Pre-Litigation:** This employment is on a contingent fee basis. If no recovery is made for, or on behalf of Client, THE CLIENT SHALL NOT PAY ATTORNEY'S FEES for any of the services rendered in this matter. From the gross recovery attorney shall receive, inclusive of pre-litigation costs, 25% of recovery (inclusive of recoverable depreciation, overhead and profit, and all claims that are to be charged from dollar one less deductible), or five percent (5%) in the event amount is recovered via an invocation of appraisal, increased to 25% if Client does not have his/her/its own appraiser. Attorney will honor and cooperate with client's choice of appraiser, estimator or loss consultant. Should the insurer invoke their right to conduct an Examination Under Oath (EUO), attorney shall be entitled to an additional one-thousand-two-hundred-fifty dollars (\$1,250.00) for professional services rendered relating to said EUO as a flat fee, which fee is contingent on recovery. THERE ARE NO UPFRONT FEES. Note: The Policyholder is responsible for half of the appraisal expenses, where applicable.
- Attorney's Fees: Litigation:** Client hereby authorizes Attorney to file suit against Client's insurance carrier or other responsible party should they deny, reject, or under-pay Client's claim. If the payment of attorney's fees is required to be determined by the Court, or if settlement is achieved via negotiations with the responsible party, attorney shall be entitled to receive all of such attorney's fees, including any and all contingency risk factor multipliers awarded by the Court. If a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its expended and/or negotiated fees. In all cases whether there is a recovery of court awarded fees or not, by contract or statute, the fee shall be thirty percent (30%) or the awarded amount, whichever is greater. Pursuant to 627.428, Florida Statute, the Insurance Company is responsible to pay for the Client's attorney's fees when and if, the Client prevails against the Insurance Company. NO RECOVERY, NO FEE.
- Litigation Costs/Breach of Contract Actions:** Attorney is entitled to be paid by Client or award of Court, all court costs and reasonable claim related expenses incurred in this matter. Client understands and acknowledges that Attorney may retain and work on this matter in conjunction with a loss consulting group or other attorneys, and that associated costs and expenses for work performed by that consulting group or attorneys prior to litigation may be advanced by this Attorney. Any work performed by the loss consulting group, or Attorney, in association with any litigation of this matter shall be in the capacity of a retained expert, and will be billed in addition to any attorney fees owed in accordance with the above. Expenses are to never exceed 35% of indemnity/settlement recovered. Client agrees that in the event of a fee payment dispute, Attorney is entitled to and may file a charging and retaining lien to recover its outstanding fees and costs. In the event that Client has retained an expert, consultant, or public adjuster, prior to retaining the Attorney, Client and Attorney affirms that they will acknowledge prior relationship(s) and will honor Client's agreement. Client affirms that they will remain liable for professional fees incurred as a result of prior agreement.
- Client Cooperation:** Client agrees to cooperate with the Attorney's requests, to be available to the Attorney at reasonable times and places, and to keep Attorney fully advised as to current address and telephone number. It is agreed that The client further understands that these cases take many months to analyze, gather information and study. For these reasons, the Client recognizes the right of said law office to withdraw from the case and return copies of the file to the undersigned client at said law office's discretion, whenever the law office is of the opinion that the chances for success do not justify going forward.
- Statement of Client Rights:** Client represents that before signing this contract they have received and read The Statement of Client's Rights. Client affirms that they understand their rights set forth therein. Client affirms they have signed The Statement of Client's Rights and have received a copy. This contract may be canceled by written notification to the Attorney within 3 business days of signing by Client. If cancelled, Client shall not be obligated to pay any fees to Attorney for any/all work performed during that time. If Attorney has advanced funds to others in representation of the Client, Attorney is entitled to be reimbursed for all amounts advanced on behalf of Client.
- Early Termination:** In the event Client chooses to terminate contract before an agreement to settle with the responsible party is made, and Client settles the claim personally and/or through other counsel, Client agrees to compensate the attorney a reasonable hourly rate for all past legal services performed and costs expended prior to termination. The Parties agree and direct that such payment will be made out of the settlement proceeds and the insurance company or responsible party is directed to pay or withhold settlement proceeds accordingly.
- Power of Attorney:** Client authorizes the Attorney, on their behalf, to execute any and all documents, including pleadings, stipulations and agreements, and to retain in their name, the services of any and all accountants, expert witnesses, appraisers, contractors and investigators whom in its discretion are deemed necessary to prepare for the prosecution of the action described above. Client further authorizes attorney to pay out of the proceeds of recovery all unpaid costs and liens. Client authorizes attorney to endorse Client's signatures on any settlement check and to deposit check into Attorney's trust account.
- MORTGAGE COMPANY AS ADDITIONAL PAYEE:** Client understands and consents that if there is an outstanding mortgage on the property, the Mortgagee has a right to be a co-payee on all insurance checks for real property damages. Client will be solely responsible to obtain the Mortgagee's endorsement of such checks. The Client agrees that whether there are mortgage obligations or not, Client is held 100% responsible for THE STREMS LAW FIRM, P.A., entire fee and costs along with any other fee(s) incurred throughout your claim resolution. If your claim is a monitored claim, the entire fee of THE STREMS LAW FIRM, P.A. is to be deducted from the first disbursement.

9. **Entire Agreement:** This agreement contains the entire understanding between Client and Attorney and there are no other agreements, promises or undertakings between them except as set forth herein. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement. If at any time Client owes outstanding attorney's fees or costs to the Attorney, and the Attorney must resort to its legal remedies to collect such fees and costs, then Client agrees that the prevailing party in any such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs incurred in such litigation, including as to any appeal thereof. In such event, Client agrees that said action shall be brought in the courts of Miami Dade County, where jurisdiction will lie, exclusively.

**F.S. 817.234(1)(b) Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.**

Additional Insureds: Isabel Done  
Phone: 3213521495  
Mobile:  
Address: 2433 Winfried Dr. , Kissimmee, FL 34743  
Email: na@na.com  
Type of Loss: water loss  
Date of Loss: 12/15/2013  
Damaged Areas: kitchen  
Have you Received Payment for your Claim? No  
Has your claim already been Denied? No  
Claim Number:  
Appraiser or Public Adjuster Name: Ramon Batista

## STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time, if any. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about their actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. These adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay anymore money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of the case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 904-222-5286, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit.

## AFFIRMATION

Hiring an attorney is an important decision, which should be approached with careful consideration. In our mission to best represent your interests, it is our duty to inform you that there are multiple firms in the South Florida area that practice first party insurance litigation. You can find firms experienced in insurance claims by calling a local Bar Referral Service, such as the Miami-Dade County Bar Association Referral Service, at (305) 371 – 2220. Before signing this agreement, you should know that you have the right to choose and select an attorney of your own choosing, and that your choice should be made voluntarily and after careful consideration. You further affirm that your choice was not due to any solicitation or coercion, on the part of any public adjuster, appraiser, loss consultant, estimator, attorney or otherwise.

Insured: (Ramon Done)

By checking this box you affirm that you have thoroughly read and understood the terms and conditions of retainer agreement provided herein. You understand you are hiring legal counsel for this matter and you further understand you are free to hire any attorney of your choosing, but have chosen to retain The Strems Law Firm, P.A., and you are doing so freely, knowingly, and intelligently. Moreover, you have done so after speaking to an attorney with the firm.

By checking this box you affirm you have read and understand the following:

### Fraud Statement

Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damages property in support of a claim under and insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete or misleading information concerning any fact or thing in material to the claim commits a felony of the third degree, punishable as provided in s.775.082 s.775.803, or s.775.084, Florida Statutes,



Client Signature

Ramon Done

PRINT

06/12/2014

Date