



North Miami · Dania Beach · Tampa · Winter Park

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## **CONTINGENCY FEE CONTRACT**

I, \_\_\_\_\_ (*hereinafter* "Client"), hereby retains the law firm of FLORIDA ADVOCATES, a Private Law Firm, (*hereinafter* "Attorneys") as my attorney to represent me for the accident I was involved in which occurred on \_\_\_\_\_.

### NOTIFICATION OF CLIENT'S BILL OF RIGHTS

The undersigned client has, before signing this contract, received and read The Statement of Client's Bill of Rights, and understands each of the rights set forth therein. The undersigned client has signed the Statement and received a signed copy to keep for reference to while being represented by the undersigned attorney.

### ATTORNEY AND PARALEGAL FEES

It is herewith agreed that the fees charged will be limited to a contingency fee basis based on the amount of settlement I receive less any expenses. The expenses will be reduced from the settlement amount after the application of the contingency fee as outlined below:

When representing for an Examination Under Oath; \$300.00 an hour for preparation and attending the Examination Under Oath. This will only be collected if the client receives proceeds after the Examination Under Oath and before suit is filed. If suit is filed then a straight contingency as described in the following paragraphs:

40% of any recovery up to \$1 million; plus,  
30% of any portion of the recovery between \$1 million and \$2 million; plus,  
20% of any portion of the recovery exceeding \$2 million.

Before an answer is filed or before the expiration of the time" provided to answer and/or before a demand for appointment of Arbitrators or the expiration of the time provided to demand an appointment of an arbitrator:

33½ % of any recovery up to \$1 million; plus,  
30% of any portion of the recovery between \$1 million and \$2 million; plus,  
20% of any portion of the recovery exceeding \$2 million.

After an answer is filed or after the expiration of the time provided to answer and/or after a demand for appointment of Arbitrators or the expiration of the time provided to demand an appointment of an Arbitrator:

40% of any recovery up to \$1 million; plus,  
30% of any portion of the recovery between \$1 million and \$2 million; plus,  
20% of any portion of the recovery exceeding.

An additional 5% of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.

#### EXCLUSIVITY OF REPRESENTATION

The undersigned attorneys agree to make no compromise or settlement in this matter without the approval of the undersigned client as to the specific settlement or compromise. The undersigned client agrees to make no compromise or settlement in this matter without the approval of the undersigned counsel and to notify the counsel whenever an offer of settlement or compromise is received by the client. The clients recognize that the lawyers retained in this matter expend substantial time, effort and skill in advancing the client's cause. In the event a settlement proposal is made to the client with the affirmative recommendation of the undersigned counsel, the counsel have a right, if such settlement proposal is rejected by the client, to withdraw from any further representation of the client pursuant to this agreement upon written notice thereof by the attorneys to the client. In such event, the client agrees to pay the attorneys for all services rendered by the attorneys an amount equal to 40% of the offer at the time of discharge or cancellation of the agreement, or calculated on the basis of actual work hours expended at \$500.00 per hour, whichever is greater, and for all other fees, charges and expenses incurred prior to the date of such withdrawal.

Any Court-awarded fee against any insurance company will be sought based upon normal hourly rates charged by the law firm of Florida Advocates/Russel Lazega, Esq., shall be not less than the following:

Attorney's Fee:	\$500.00 per hour minimum
	\$500.00 per hour for co-counsel minimum

It is understood that if we litigate the issue of fees and succeed, it will be a direct benefit to the undersigned client and that the attorneys are authorized to so litigate. The undersigned client since having all fees paid encourages the providing of all necessary work.

Any attorney fee recovered pursuant to Florida Statute 627.428 will be credited toward the total balance owed under the contingency fee. In the event insurance benefits have been resolved but a dispute remains with the insurer regarding attorney's fees, client agrees to escrow and set aside from the benefits settlement the unpaid attorney's fees/costs until such time as the matter is resolved.

#### COSTS AND EXPENSES

In addition to the attorneys' fees provided for above, client further agrees to pay all investigative and litigation expenses, all court costs, as well as any and all out-of-pocket expenses paid or incurred by Florida Advocates for client's benefit, to include expenses associated with specialized services necessary to the prosecution of and/or collection on the claim. These charges may include but shall not be limited to fees for private investigators, expert witnesses, court reporter transcripts, videotaping services, travel expenses for the attorneys, investigators and witnesses, filing fees, computer assisted research

such as Westlaw, and any and all other expenses that the attorneys consider reasonable and necessary for the proper representation of this action. Undersigned counsel may advance said costs and expenses, and client hereby authorizes The Law Office of Russel Lazega, P.A. to deduct said amount from all money collected on client's behalf. In the event the law firm is discharged from representation, these costs and expenses shall be immediately reimbursed upon request.

#### GENERAL PROVISIONS

For any monies advanced on behalf to investigate and prosecute our claim, including all Court costs, interest shall accrue at the legal rate as set forth under Section 55.03 and Section 687.01, Florida Statutes.

You (the attorney) are authorized to fully investigate my claim, and should you me suit or other legal proceedings on my behalf, to fully prepare for and prosecute the same. If after reasonable investigation of such claim(s), you determine that it is not feasible to prosecute such claim, upon notification to me of such fact, you may withdraw from representation under this agreement.

Additionally, this firm has the right to withdraw from representing Client if Client has misrepresented or failed to disclose material facts to Attorney, or if Attorney disagrees about the course of action that should be pursued, or if Client fails to cooperate with Attorney on a timely basis, or for any reason as determined by Attorney.

Client certifies that he/she has employed no other attorney or counsel in this matter.

#### ATTORNEY'S LIEN

If you discharge Attorney for any reason, Attorney is entitled to the reasonable value of the services rendered and has the right to file a lien against any settlement or judgment. If you discharge Attorney after settlement of the case, then Attorney is entitled to the contingency fee as outlined in this agreement.

My attorneys shall have a general lien, in addition to any statutory lien, upon the client's cause of action, claim or counterclaim which shall attach to a final recovery in the client's favor, and to proceeds thereof in whatever hands they may become.

#### CO-COUNSEL

Client authorizes Counsel, in Counsel's discretion to retain the services of co-counsel to assist with litigation of this case. Such co-counsel shall be retained under the same terms as this agreement.

#### REPRESENTATIONS

Client acknowledges that the undersigned counsel has made no promises to client as to the outcome of the case except that the attorney has promised to render their best professional skill and judgment in representing client. Client understands and acknowledges that the undersigned

attorneys are expending large amounts of their time and specialized legal skills in the investigation of said action and representing of client to the exclusion of other clients and matters.

**RIGHT TO CANCEL**

This contract may be canceled by written notification to Attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obliged to pay any fees to Attorney for the work performed during that time. If Attorney has advanced such funds to others in representation of the client, Attorney is entitled to be reimbursed for such amounts as he has reasonably advanced on behalf of Client.

I understand this contract is governed by Florida Law and that it becomes effective upon the date of execution; and said Contingency Fee Contract has been executed by the undersigned on

Dated: \_\_\_\_\_

**CLIENT:**

**FLORIDA ADVOCATES:**

By: **X** \_\_\_\_\_  
Client Signature

By: \_\_\_\_\_  
Susan P. Brown, Esq.

Print Client Name: \_\_\_\_\_



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## **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 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 (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 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 his or her 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 end 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 the costs.
7. You, the client, have the right to be told by your lawyer about possible 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 any 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 a final decision regarding settlement of a 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 (850) 561-5600 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 you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

Dated \_\_\_\_\_

**CLIENT:**

**FLORIDA ADVOCATES:**

By: **X** \_\_\_\_\_  
Client Signature

By: \_\_\_\_\_  
Susan P. Brown, Esq.

Print Client Name: \_\_\_\_\_



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