



Jasiel Tabares, Esq.  
JTabares@TabaresLaw.com

Sandy Angel-Soto, Esq.  
SAngel@TabaresLaw.com

Diana Davila, Esq.  
DDavila@TabaresLaw.com

Lisa S. Gonzalez, Esq.  
LGonzalez@TabaresLaw.com

*The purpose of this Contingency Fee Agreement is to describe our relationship with you as your legal counsel and to provide you with information about the legal services we will provide. It will also set out what you can expect from us as your legal representatives and what we expect from you as our client. Please read each page, initial each page, date and sign. If you have any questions, please do not hesitate to ask.*

## **CONTINGENCY FEE AGREEMENT**

The undersigned, \_\_\_\_\_ (hereinafter the "Client"), does hereby retain and employ **Tabares Law, P.A.** (hereinafter the "Attorney"), whose address is 12150 S.W. 128 Court, Suite 131, Miami, FL 33186, to represent the Client in a claim for benefits and the breach of contractual rights against the Client's homeowner's insurance carrier, \_\_\_\_\_ (hereinafter the "Insurer"). Said claim for benefits arose out of an incident that is purely accidental, which resulted in a loss under the policy identified by number: \_\_\_\_\_ (hereinafter the "Policy") that occurred at the Client's property: \_\_\_\_\_ (hereinafter the "Property"), which is insured under the Policy. The date of loss was \_\_\_\_\_, and said loss was caused by \_\_\_\_\_ (hereinafter the "Loss").

The Attorney will not represent the Client on any appeal, counterclaim, cross claim, or in any proceeding to execute on any judgment or award unless the Client and the Attorney agree that the Attorney will provide such services for additionally agreed upon Attorney's fees. Furthermore, services rendered in any separate matter will require a separate written agreement.

- I. **Fees for Legal Services – Contingent Fee Basis:** *If no recovery is made for, or on behalf of the Client, the Client shall not be obligated to pay attorney's fees* for any of the professional services rendered in the instant matter. However, if the Attorney is successful in recovering proceeds due from the Insurer, the Attorney shall be entitled to receive, as the Attorney's fee, from the gross recovery received by, for, or on behalf of the Client, by way of settlement, judgment, insurance payment, or appraisal award, the following percentage(s) of the recovery:
  - a. **IF NO LAWSUIT (COMPLAINT OR PETITION) IS FILED**, then thirty-three and one-third percent (**33 1/3%**) of any recovery made for the collectible Loss on behalf of the Client. Should the Insurer invoke their right to conduct an Examination Under

Oath (“EUO”), the Attorney shall be entitled, additionally, to one thousand five hundred dollars (\$1,500) for professional services rendered as relating to said EUO, as a flat fee, and said fee is wholly contingent upon recovery. Should the Insurer invoke their right to mediation, the Attorney shall be entitled, additionally, to one thousand five hundred dollars (\$1,500) for professional services rendered as relating to said mediation, as a flat fee, and said fee is wholly contingent upon recovery.

**b. IF A LAWSUIT (COMPLAINT OR PETITION) IS FILED**, the Client shall be obligated to pay the Attorney the *greater* of the following amounts:

- i. The amount of Attorney’s fees awarded by the Court, including all contingent risk multipliers awarded by the Court; or
- ii. The amount of Attorney’s fees that have been agreed to in settlement negotiations with the insurance company; or
- iii. The Attorney’s hourly rate for services rendered multiplied by the number of hours expended in the representation of the Client for the underlying claim; or
- iv. An amount equal to forty percent **(40%)** of any recovery.

**II. Recovery of Legal Fees:** The Client acknowledges that payment to the Attorney for services rendered and expenses incurred shall be due and payable at the time the insurance proceeds are issued by the Insurer. In consideration for the Attorney’s services and expenses hereunder, the Client hereby unconditionally assigns to the Attorney, and the Attorney shall have a lien on, the portion of insurance proceeds paid or payable sufficient to satisfy the amount due the Attorney hereunder. The lien will attach to any recovery the Client may obtain, whether by appraisal award, judgment, settlement, or otherwise. The effect of such a lien is that the Attorney shall compel payment of fees, costs, and expenses from any such funds recovered on behalf of the Client even if the Attorney has been discharged.

**III. Expenses:** In addition to the legal fees, the Attorney is entitled to receive all court costs and expenses incurred by the Attorney on behalf of the Client, which were paid in advancement of the Client’s claim for benefits. Any and all such costs and expenses incurred on the Client’s behalf shall be deducted from the Client’s net proceeds of recovery, after deducting the Attorney’s fees from the gross recovery.

**IV. Mortgage Company as Additional Payee:** The Client understands that if there is a mortgage on the Property, the Mortgagee has a right to be named co-payee on all insurance proceeds for the real property damages. The Client will be solely responsible for obtaining the Mortgagee’s endorsement on such proceeds. In the alternative, the Attorney may assist the Client in obtaining the Mortgagee’s endorsement for an additional fee.

- V. **Right to Hire Consultants:** The Client hereby grants unto the Attorney authority to retain, on behalf of the Attorney and on behalf of the Client, the professional services of appraisers, estimators, engineers, loss consultants, and any and all other experts reasonably calculated to be of assistance in this matter. The Client further understands that payment for the professional services of these experts and consultants shall be in harmony with the payment of expenses as detailed in Paragraph III herein.
- VI. **For Clients Who Have Retained a Public Adjuster or Appraiser:** If the Client has retained a public adjuster or appraiser for representation in connection with the underlying claim, the Client hereby represents to the Attorney that the Client has been advised, in advance of signing this Agreement, by the Client's public adjuster or appraiser and by this Paragraph, that the Client has had the right and opportunity to choose and select an attorney of the Client's own choosing, and that the Client's selection of the Attorney for representation hereunder is made solely and voluntarily by the Client and not due to a solicitation by the Attorney, any public adjuster, appraiser, or loss consultant. In addition, the Client also acknowledges that this Agreement does not void any agreement between the Client and their public adjuster or appraiser. Thus, the Client may still be responsible for payment to the public adjuster or appraiser.
- VII. **Authority to Settle:** This matter shall not be settled without the express consent of the Client. However, should the Client become unavailable for a period of more than thirty (30) days or should the Client ultimately fail to cooperate with the prosecution of this matter, the Client hereby expressly authorizes the Attorney to settle the Loss for an amount the Attorney deems reasonable and appropriate.
- VIII. **Power of Attorney:** Upon payment of benefits from the Insurer to the Client, whether by undisputed payment, appraisal award, settlement, or judgment, the Client hereby authorizes, directs, and orders the Attorney to execute, on behalf of the Client, any and all releases, forms, and agreements, necessary to effect an appraisal award, settlement, or judgment. The Client further authorizes, directs, and orders the Attorney to endorse the Client's name on any draft(s) or check(s) payable to the Client as a result of said appraisal award, settlement, or judgment and to deposit the proceeds into the Attorney's trust account and disburse funds in accordance with the terms of this Agreement.
- IX. **Disclaimer as to Guarantee:** The Client understands and asserts that there have been no promises or guarantees made as respects the outcome of this matter. The Client acknowledges that nothing stated herein, nor anything the Attorney has said, is intended to provide an assurance as to the Client's probability of recovery.
- X. **Right to Cancel this Agreement:** This Agreement may be cancelled by written notification to the Attorney at any time within three (3) business days of the effective date of this Agreement, as shown below, and, if cancelled, the Client shall not be

obligated to pay any fees to the Attorney for the work performed during that time. If the Attorney has advanced funds to others in representation of the Client, the Attorney is entitled to be reimbursed such amounts as the Attorney has reasonably advanced on behalf of the Client.

- XI. Statement of Client's Rights:** The Client has, before signing this Agreement, received and read the Statement of Client's Rights, and the Client understands each of the rights set forth therein. The Client has signed the Statement of Client's Rights and has received a signed copy to refer to while being represented by the undersigned Attorney.
- XII. Notice to Insurer:** The Client hereby authorizes and directs the Insurer to include the name of the Attorney as an additional payee on all proceed checks issued by reason of the above-captioned Loss.
- XIII. NOTICE TO THE CLIENT:** PURSUANT TO FLORIDA STATUTES SECTION 817.234, ANY PERSON WHO, WITH 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 DAMAGED PROPERTY IN SUPPORT OF A CLAIM UNDER AN INSURANCE POLICY KNOWING THAT THE PROOF OF LOSS OR ESTIMATE OF COST OR REPAIRS CONTAINS ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION CONCERNING ANY FACT OR THING MATERIAL TO THE CLAIM, COMMITS A FELONY OF THE THIRD DEGREE PUNISHABLE AS PROVIDED IN §775.082, §775.803, OR §755.084 OF THE FLORIDA STATUTES.
- XIV. Discharge and Withdrawal:** The Client may discharge the Attorney at any time upon written notice. If the Client does discharge the Attorney, or the Client abandons pursuit of the Client's claim, the Client is immediately liable for all fees and costs incurred. Fees will be computed as the greater of the following: (A) if the Attorney is discharged prior to any offers made, then on an hourly basis of attorney's work and secretarial work based upon *quantum meruit*; or (B) if an offer of settlement is made by the Insurer, then the applicable percentage of fees based upon Paragraph I of this Agreement will apply. The Attorney may withdraw from representation of the Client if: (i) the Client breaches this Agreement; (ii) the Client refuses to cooperate with the Attorney or to follow the Attorney's advice on a material matter; (iii) when investigation of the claim reveals it has little chance of success; and (iv) any other fact or circumstance that would render the Attorney's continuing representation unethical or impractical. Should the Attorney withdraw from representation of the Client for the reasons noted above, the Attorney shall have the right to recover in accordance with this Paragraph (A) and (B).
- XV. Severability of Agreement:** In the event that any provision of this Agreement is held to be unenforceable by a court or other tribunal of competent jurisdiction, said provision will be enforceable to the maximum extent permissible under applicable law, and the remaining provisions of this Agreement shall remain in full force and effect. The parties

hereto further agree, in the event said provision is an essential part of this Agreement, to commence negotiations for a suitable replacement provision.

- XVI. Other Attorneys:** The Client further agrees that the Attorney may, at their own discretion, associate with or hire other attorneys or law firms to assist in the prosecution of this matter.
- XVII. Entire Agreement:** This Agreement contains the entire understanding between the parties. There are no other agreements, promises, or undertakings by and between the parties hereto except as explicitly set forth herein. Furthermore, the Client acknowledges having received a copy of this Agreement, and the Client understands that any other agreements between the undersigned parties must be in writing.

The parties hereto have read and understood the foregoing terms and agree, explicitly, to said terms. All Client signatories below understand and agree that they shall be jointly and severally liable for all obligations under this Agreement.

**TABARES LAW, P.A.**

By: \_\_\_\_\_  
**Jasiel Tabares, Esq.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**