

MALIK LAW

P.A.

1061 Maitland Center Commons Blvd.
Maitland, Florida 32751
Email: pleadings@imaliklaw.com

Tel: (407) 500 1000
Fax: (407) 792 6462

CONTINGENT FEE RETAINER AGREEMENT

The undersigned (hereafter jointly and/or severally referred to as "Client") hereby retains and employs **Malik Law P.A.** (hereafter called "Attorney") to represent Client in claim(s) for damages against Client's insurance carrier arising out of loss(es) to Client's property which occurred on or about _____.

1. Attorneys' Fees-Contingent on Recovery:

This employment is on a contingent basis. **If no recovery is made for, or on behalf of Client, the client shall not pay attorneys' fees** for any of the professional services rendered in reference to this matter by the Attorney. The Attorney shall be entitled to receive the following legal fees for the services set forth below:

a. Pre-suit proceedings:

If the Firm resolves, settles, or obtains appraisal on a claim on behalf of the Client prior to the filing of a lawsuit, the Firm is entitled to 15% (fifteen percent) of the gross insurance proceeds plus costs. Any expenses incurred on behalf of Client shall be deducted from the net proceeds after attorney's fees deduction. The proceeds will be disbursed subsequent to Client's signing of a Closing Statement reflecting the amount awarded and the distribution of proceeds.

b. Litigated Actions

As compensation for the Attorney(s) services, it is agreed that the attorney's fees charged will be limited to 25% (twenty five percent) of the gross insurance proceeds **OR** any and all attorney fees recovered against any insurance company, together with any applicable interest and contingent multiplier by way of settlement or court order (statutory attorney fees in accordance with Florida Statutes 57.105, 627.428, and 627.70152), **whichever is greater**. Client agrees and consents that all attorney fees and costs that Attorney may attempt to collect from any opposing party or any other source belong to Attorney and may not be waived by Client. If Client accepts a settlement without the Attorney's consent, the Client will pay from any recovery, or otherwise, an attorney's fee based on the reasonable hours spent on this matter by Attorney at the Attorney prevailing hourly rate.

- **EXPENSES/COSTS**

In addition to the legal fees, Attorney is entitled to receive all court costs and expenses incurred. These costs include, but are not limited to, such items as estimators, appraisers, mediators, roofers, plumbers, engineers, general contractors, paralegal fees, court reporter fees, deposition fees, filing fees, photographs, postage, copies, costs of serving summonses and subpoenas, jury list, exhibits, investigation expenses, witness fees, expert witness fees, and any other expenses reasonably necessary. Any and all such expenses incurred on Client's behalf shall be deducted from Client's net proceeds of recovery, after deducting the attorney fees from gross recovery **OR** as awarded by the Court pursuant to Florida Statutes 57.105, 627.428, and 627.70152.

- **Appraisal**

Client understands that if their suit is sent to appraisal, whether in pre-suit proceedings or after the suit is in litigation, Client is responsible for the costs associated, including but not limited to, the appraiser, and the umpire if necessary.

- **STATEMENT OF CLIENT'S RIGHTS**

THE UNDERSIGNED CLIENT HAS, BEFORE SIGNING THIS CONTRACT, RECEIVED AND READ THE STATEMENT OF CLIENT'S RIGHTS, AND UNDERSTANDS EACH OF THE RIGHTS SET FORTH THEREIN. THE UNDERSIGNED CLIENT HAS SIGNED THE STATEMENT AND RECEIVED A SIGNED COPY TO KEEP TO REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY(S).

- **MORTGAGE COMPANY AS ADDITIONAL PAYEE**

Client understands that if there is a mortgage on the property, then 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. Client further understands that they may have to submit paperwork to the Mortgagee, undertake repairs, and allow for inspections by the Mortgagee in order for Client to obtain a release of the settlement funds from the Mortgagee, and acknowledges that Attorney has not been retained in relation to any dealings with the Mortgagee, whether present or future.

- **PUBLIC ADJUSTER OR CONTRACTOR AS ADDITIONAL PAYEE**

If Client has retained a public adjuster or contractor to represent Client on the loss, Client understands and acknowledges that the public adjuster or contractor may have a lien/assignment on any insurance benefits recovered pursuant to the contract between Client and their public adjuster or contractor. Client understands that their public adjuster or contractor has a right and may be included as a co-payee on all insurance checks for damages recovered. Client further understands that Attorney cannot recover the public adjuster's or contractors fee as an additional cost of litigation and Attorney is not responsible for paying the public adjuster's or contractors fee.

- **FOR CLIENTS WHO HAVE RETAINED A PUBLIC ADJUSTER**

If you have retained a public adjuster to represent you in connection with the same insurance claim for which you are engaging Attorney's legal services, you hereby represent to Attorney that you have been advised, in advance of your signing this retainer agreement, by Client's public adjuster and by this provision, that you have had the right and opportunity to choose and select an attorney of your own choice to represent you, and that your selection of Attorney to represent you is made solely and voluntarily by you and not due to a solicitation on the part of Attorney and/or your public adjuster.

- **POWER OF ATTORNEY**

Client authorizes Attorney to execute any and all documents necessary to retain and employ, in Client's name, the services of any and all accountants, expert witnesses, appraisers, contractors, engineers, and/or investigators whom Attorney in his discretion deems necessary to prepare for the prosecution of and to prosecute Client's claim(s) at Client's expense. Client further authorizes Attorney to execute any and all documents necessary to retain and employ, in Client's name, the services of any and all other attorneys whom Attorney in his discretion deems necessary to prepare for the prosecution of and to prosecute Client's claim(s). In the event additional attorneys are employed on Client's behalf, that employment shall be on the same terms and conditions set forth for Malik Law, P.A., and under no circumstances will client be required to pay any additional attorney's fees other than those set forth in this contract.

- **TERMINATION**

THIS CONTRACT MAY BE CANCELLED BY WRITTEN NOTIFICATION TO THE ATTORNEY AT ANY TIME WITHIN 3 BUSINESS DAYS OF THE DATE THE CONTRACT WAS SIGNED, AS SHOWN BELOW, AND IF CANCELLED THE CLIENT SHALL NOT BE OBLIGATED TO PAY ANY FEES TO THE ATTORNEY(S) FOR THE WORK PERFORMED DURING THAT TIME. IF THE ATTORNEY(S) HAVE ADVANCED FUNDS TO OTHERS IN REPRESENTATION OF THE CLIENT, THE ATTORNEY(S) ARE ENTITLED TO BE REIMBURSED FOR SUCH AMOUNTS AS THEY HAVE REASONABLY ADVANCED ON BEHALF OF THE CLIENT.

The above Contingent Fee Retainer Agreement is hereby accepted upon its terms as stated herein on_____.

Client (please print)

Client (signature)

Telephone Number and Address

The above employment is hereby accepted upon the terms stated herein. The authority to represent is not binding until it is signed by both the client(s) and a lawyer from Malik Law P.A. No person has authority to sign this retainer agreement on behalf of Malik Law P.A. except for an attorney from Malik Law, P.A.

By: _____
Imran Malik, Esquire

STATEMENT OF CLIENTS' RIGHTS IN CONTINGENCY FEE CASES

Before you, the prospective client, arrange a contingent 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 contingent 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 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 contingent 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 contingent 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 the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those 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, costs and expenses 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, your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. 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 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.

Client Signature

Date

Attorney Signature

Date

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, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes or under the Fee Arbitration Rule of The Florida Bar) be included in your fee contract.

MORTGAGE AUTHORIZATION FORM

Attention: Loss Draft Dept.

RE: Insurance Claim Check Endorsement
Mortgagee: _____

Address: _____

Loan #: _____

To Whom It May Concern:

I, _____, hereby authorize _____
(Mortgage Co.) to communicate with MALIK LAW P.A., or any of its employees, officers or
agents on our behalf relating to the negotiation of the insurance settlement check.

I, _____, also authorize _____ (Mortgage Co.)
to include MALIK LAW P.A. as a payee on any and all checks issued from
_____ to me with regards to my _____ loss,
claim number _____.

I, _____, hereby further authorize _____, to return the
endorsed/issued check to MALIK LAW PA at 1061 Maitland Center Commons Blvd., Maitland,
FL 32751.

Mortgagee Signature

Date