



Shield Law Group  
OF FLORIDA, LLC

The undersigned \_\_\_\_\_ and \_\_\_\_\_

('Client') hereby employs Shield Law Group of Florida, LLC to represent Client(s) in claim(s) for contractual policy rights against Client's insurance company \_\_\_\_\_

Policy Number \_\_\_\_\_ arising from losses that occurred at the property located at \_\_\_\_\_  
on or about \_\_\_\_\_.

A. **Charges for Services - Contingent Fee Basis:** SLG shall be entitled to receive fees on a contingency fee basis from the gross recovery received by Client, or for or on behalf of Client, by way of settlement, judgment, insurance payment or appraisal award, following percentage of the recovery:

1. **IF NO LAWSUIT (COMPLAINT OR PETITION) IS FILED**, then 25% of any recovery in addition to any costs, and the amount of attorney fees paid by the insurance company as part of a settlement in the event a lawsuit is filed. Upon a payment to the insured, SLG is also entitled to an additional One Thousand Two Hundred Fifty (\$1,250.00) should the insurer invoke their right to an Examination Under Oath and the like.

2. **IF A LAWSUIT IS FILED:** Client hereby authorizes SLG to file suit against insurance carrier or other party should the claim be denied, rejected, or underpaid. The insurance company is required by Florida statute to pay the Client's reasonable fees if the Client is successful in a lawsuit. Claims processing fees, if any, shall be paid from the insured's settlement proceeds along with any costs as below noted.

a. Client shall be obligated to SLG for the greater of the following amounts: (1) the amount of attorney's fees awarded by a Court, including all contingent risk multipliers awarded by a Court; or (2) the amount of attorney's fees that have been agreed to in a settlement with the insurance company; or (3) the Attorney's hourly rate for services rendered multiplied by the number of hours expended in the representation of Client for the subject matter, and (4) a minimum amount equal to 25% of any recovery. Client may be responsible to pay for experts and professionals who may be retained to assist in the claims process. **IF THERE IS NO RECOVERY FOR THE CLIENT, THERE WILL BE ABSLOUTELY NO FEES DUE TO SLG UNLESS AGREED UPON PER CIRCUMSTANCES OF THE CASE.** 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.

- b. The only exception to the foregoing, however, is in the event the Client chooses to accept a gross settlement offer for the insurance company which includes a non-designated amount for attorney's fees so that we cannot determine how much of the insurance company's gross payment amount is for insurance coverage and how much is for attorney's fees. In such event, SLG shall be entitled to receive fees in the greater of the following: an amount equal to 30% of the gross settlement amount, or a reasonable hourly rate for the services rendered, multiplied by the number of hours expended by SLG in the representation of Client for the subject matter.

**B. Mortgage Company as Additional Payee.** Client understands that if there is a mortgage on the property, the Mortgagee has a right to be co-payee on all insurance checks for real property damages. Client will be solely responsible to obtain the Mortgagee's endorsement of such checks. If your claim is monitored by your mortgage company SLG is entitled to their entire fee from the first disbursement. Client agrees to sign a limited Power of Attorney in order to facilitate the processing of checks.

**C. For Clients with a Retained Public Adjuster, Loss Consultant, Appraiser:** If Client has retained a public adjuster, loss consultant, appraiser or contractor for representation in connection with the same insurance claim, Client hereby represents to SLG that Client has been advised, in advance of Client's signing this retainer agreement, that the Client has had the right and opportunity to choose and select an attorney of Client's own choice, and that Client's selection of Attorney to represent Client is made solely and voluntarily by Client and not due to a solicitation on the part of Attorney or any public adjuster, loss consultant, appraiser or contractor. The client expressly agrees and authorizes that upon claim settlement payment by their insurance carrier, they are authorizing SLG to disburse the earned fee owed in accordance with the contract they entered into with their public adjuster, loss consultant, appraiser or contractor. Client agrees that any reasonable settlement reached by any of these appropriate representatives and/or SLG with the insurance company on client's behalf is hereby approved by the client.

**D. TERMINATION OF CONTRACT BY CLIENT** Client may cancel this contract without penalty within 3 business days after execution of the contract or anytime thereafter for good cause. Termination must be done in writing within the 3 days from the date of this contract sent by certified mail, return receipt requested. Any costs spent by SLG shall be due and owing by the client. If the contract is canceled after 3 days, SLG shall be entitled to a retaining and/or lien on client's property in possession of the attorney and/or a charging lien on any recovery for the subject insurance claim in an amount equal to the reasonable hourly rate of SLG attorneys for the time spent on the claim. Should client settle claim on their own and/or terminate this agreement early, client agrees to compensate SLG a reasonable hourly rate for all services rendered prior to termination to be paid from settlement.

**E. Power of Attorney** Client hereby authorizes SLG to execute any and all documents, including but not limited to checks, pleadings, stipulations, agreements; to obtain services of any experts necessary for the furtherance of the claim. Client agrees to pay out of the proceeds of recovery all unpaid costs and liens. Client authorizes SLG to endorse Client's signatures on any settlement check and deposit into Attorney's Trust Account.

F. **Entire Agreement.** This retainer agreement contains the entire understanding of Client and Attorney. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement.

G. **Execution** This document may be executed electronically through SLG website. Client hereby acknowledges that if they exercise the option to hire SLG electronically, the entering of their name and agreeing to these terms via the website is a legally binding contract as if the document were signed by hand.

H. **Estimates and Settlement** Client agrees and understand that the undersigned shall negotiate and settle the claim pursuant to the estimate prepared by the Loss Consultant/Public Adjuster. Client agrees to settle the claim for 40% or more of the estimate prepared on their behalf all other settlements must be verified by email or in writing with the client.

I. Client Agrees that all the information provided herein by client is correct and accurate including but not limited to:

Description of Damages:

Mortgage Company:

Loan Number:

If previously reported, claim number:

Previous payments, if any:

Public Adjuster/Loss Consultant:

2<sup>nd</sup> Claim Date of Loss:

2<sup>nd</sup> Claim Description of Damages:

2<sup>nd</sup> Claim Number:

2<sup>nd</sup> Claim Payments:

Name of Owners on the Title:

CLIENT HEREBY ACKNOWLEDGES RECEIPT OF CLIENT RIGHTS BELOW as well as all information related herein.

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

Client Signature:

\_\_\_\_\_

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

By: \_\_\_\_ /s/ Jamie Alvarez \_\_\_\_ Client Signature: \_\_\_\_\_

Shield Law Group of Florida, LLC Client Print Name: \_\_\_\_\_

## 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.