

**D U B O F F**  
L A W F I R M

MAIN OFFICE

680 N.E. 127 STREET / NORTH MIAMI / FLORIDA 33161  
TEL. NO. (305) 899-0085 EMAIL@DUBOFFLAWFIRM.COM

**CONTINGENT FEE RETAINER AGREEMENT**

The undersigned ("Client") hereby employs DUBOFF LAW FIRM ("Attorney") to represent Client in a contractual claim(s) under Client's insurance policy or policies under the following terms:

1. **Charges for Legal Services - Contingent Fee Basis**

Attorney shall be entitled to receive as attorneys fees *on a contingency fee basis* for any settlement, judgment, insurance payment, insurance benefit or appraisal award (hereafter "recovery"), the following:

a. For Recovery - Without a Lawsuit:

For any and all recovery before or outside of a lawsuit, including an appraisal process, Attorney shall be entitled to an amount equal to 10% of the monetary recovery, or if the insurer opts to repair the property, then said percentage of the value of the insurance benefit recovery, or the amount of attorneys fees paid by the Insurance Company as part of a full and final settlement of the claim, whichever is greater.

b. For Recovery - in a Lawsuit:

*In the event of a recovery in a lawsuit, the Insurance Company may be required to pay all or part of Client's attorney fees.* Therefore, if there is a recovery in a lawsuit, Attorney shall be entitled to the greater of an amount equal to the same percentage set forth in paragraph 1(a) above, or the amount of attorneys fees paid by the insurance company as part of a full and final settlement of the claim, or all attorneys fees that may be awarded by a Court against the insurance company, including all contingent risk multipliers, or the full lodestar amount of fees as determined by the court, without any contingency deduction, or if the insurer opts to repair the property, then said percentage of the value of the insurance benefit recovery.

(1) Exceptions: The only exception to the foregoing, however, is in the event Client accepts a settlement

offer or receives a payment from the insurer or its successor in interest (while a lawsuit is pending), where the settlement offer or payment accepted by Client does not provide for a payment for attorney's fees, or fails to designate a separate amount for payment of attorney's fees. In such event, because such lump sum payment will not designate how much if any is being offered toward attorney's fees and costs and how much is being offered toward payment of Client's insurance benefits, Attorney shall be entitled to receive payment of attorney's fees in an amount equal to  $33\frac{1}{3}\%$  percent of any gross lump sum settlement or payment amount that Client accepts. This should serve to avoid an Attorney/Client dispute over the distribution of the lump sum payment.

2. **Expenses**

*If the Client is successful in a lawsuit the Insurance Company is required by a legal statute to pay the Client's reasonable court costs.* In addition to the legal fees, and if not paid by the Insurance Company, Attorney is entitled to payment from Client for all court costs and expenses which may be incurred by Attorney, including, professionals who may be retained to assist in the processing of the claim such as engineers, estimators, appraisers, umpires, skilled witnesses or experts. Client shall be responsible for any such expenses which may be advanced by the Attorney and that are not paid by the Insurance Company.

3. **For Client's Who Have Retained a Public Adjuster**

If Client has retained a public adjuster for representation in connection with the same insurance claim, Client understands that Client may, by contract with a public adjuster, still be obligated to pay their fee from any recovery of insurance proceeds.

4. **Mortgage Company as Additional Payee**

If there is a mortgage on the property, the insurance company is required to list the mortgage company as a payee on Client's insurance check. Each mortgage company has its own requirements to obtain its endorsement of the check. Attorney does not handle obtaining the mortgage endorsement. Therefore, Client will be solely responsible to obtain the Mortgagee's endorsement.

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4. If there is a mortgage on the property, the insurance company is required to list the mortgage company as a payee on Client's insurance check. Each mortgage company has its own requirements to obtain its endorsement of the check. Attorney does not handle obtaining the mortgage endorsement. Therefore, Client will be solely responsible to obtain the Mortgagee's endorsement.
5. **Non-Solicitation**  
Although many public insurance adjusters, contractors, other attorneys and former clients recommend Attorney's legal services to prospective clients, none are authorized to solicit legal business on behalf of Attorney. Therefore, Client hereby represents to Attorney by this provision that Client has had the right and opportunity to 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 any solicitation on the part of Attorney, public adjusters, contractors or anyone else.
7. **Cancellation of Contract** Client may cancel this contract without penalty or obligation within 3 business days after execution of the contract. If Client terminates this contract after 3 business days, Attorney shall be entitled to a retaining lien on Client's property in possession of the Attorney and/or a charging lien on any recovery for the subject insurance claim, including all costs and expenses incurred for the subject claim. If Attorney, for any reason, determines it is unfeasible for Attorney to continue Client's representation, Attorney may cancel the contract, and if the reason for cancellation is based upon Client's failure to cooperate with Attorney's reasonable requests, reasonable advice, or other good cause, Attorney shall be entitled to a retaining lien and/or charging lien, including all costs and expenses incurred for the subject claim.
8. **Entire Agreement** This Contingent Fees Retainer agreement contains the entire understanding of the parties. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement. This authority to represent is not binding attorney has sign this agreement. 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 refer to while being represented by the undersigned attorneys.

Date \_\_\_\_\_

Client Signature 1: \_\_\_\_\_ Client Signature 2: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name 2 : \_\_\_\_\_

Client Email \_\_\_\_\_ Client Telephone: \_\_\_\_\_

Loss Address: \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Public Adjuster Name (if applicable) \_\_\_\_\_

**DUBOFF LAW FIRM**

By: \_\_\_\_\_  
Authorized Representative

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