



North Miami · Dania Beach · Tampa · Winter Park

45 East Sheridan Street  
Dania Beach, Florida 33004

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## RETAINER AGREEMENT

This RETAINER AGREEMENT, entered into between The Law Office of Russel Lazega, P.A. d/b/a Florida Advocates (*hereinafter referred to as* “COUNSEL”) and \_\_\_\_\_ (*hereinafter referred to as* “CLIENT”), hereby establishes the rights and responsibilities of the parties thereof as follows:

### SCOPE OF REPRESENTATION

Representation of CLIENT by COUNSEL is for legal representation involving CLIENT’s insurance claim related to the property located at «MAT\_Prop\_Loc». CLIENT retains COUNSEL to provide legal representation and assistance in pursuing recovery of damages from CLIENT’s insurance carrier, \_\_\_\_\_, for property damage caused by \_\_\_\_\_ which occurred on or around \_\_\_\_\_.

### FEES AND COSTS

CLIENT and COUNSEL agree that COUNSEL’S compensation in this matter is on a contingency fee basis. CLIENT agrees to pay COUNSEL the greater of court-awarded attorney’s fees and costs or a percentage of the gross amount recovered, as follows:

- (a) 10% of the gross amount recovered plus costs, if CLIENT’S claim is settled or resolved prior to (before) the filing of a lawsuit against any responsible party; or
- (b) After the filing of a lawsuit if necessary, COUNSEL shall be entitled to recover attorney’s fees and costs pursuant to Florida law (including, but not limited to, Florida Statute s. 627. 428). In the unlikely event that the subject insurance carrier goes into receivership and/or the Florida Insurance Guaranty Association takes the place of the subject insurance carrier and attorney’s fees and costs are not recoverable pursuant to Fla. Stat. 627.428, CLIENT agrees that COUNSEL shall be entitled to 40% of the gross amount recovered plus costs if the case is in litigation and defendant has filed an answer or 33 1/3 % of the gross amount recovered plus costs if the case is resolved before defendant files an answer.
- (c) In some cases, the insurer or CLIENT may seek to have the matter decided outside of court via an out-of-court appraisal process. In the event the loss is submitted to appraisal prior to a lawsuit being filed, CLIENT agrees to COUNSEL’S compensation as set forth in paragraph (a). If appraisal is invoked after a lawsuit is filed, CLIENT agrees to COUNSEL’S compensation as set forth in paragraph (b).

Whenever possible, COUNSEL will collect attorney’s fees and costs from any and all liable insurers. CLIENT agrees that COUNSEL is entitled to a reasonable fee for its services in an amount that will be determined by the court or by settlement with the defendant/insurer should CLIENT prevail in its lawsuit. If CLIENT terminates representation on any case being handled



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by COUNSEL for any reason, COUNSEL retains the right to file a lien against any future case proceeds in order to compensate COUNSEL for the work done on said case and for reimbursement of any out-of-pocket expenses incurred by COUNSEL on said case. If client accepts an offer of settlement from a defendant or adverse party without the knowledge and consent of COUNSEL and that settlement fails to adequately compensate the quantum meruit value of COUNSEL's fees and costs, then client agrees to reimburse COUNSEL the reasonable value of its services. If CLIENT has referred a claim to another law firm and to COUNSEL for the same cause of action, the CLIENT will agree to reimburse COUNSEL all fees and costs expended in the event this firm has to withdraw as a result of the client's referral of the same claim to another law firm.

It is agreed and understood that his employment is upon a contingency, and if there is no recovery for or on behalf of CLIENT, the CLIENT will not be indebted to COUNSEL for any sum whatsoever as to attorneys' fees.

#### CO-COUNSEL

CLIENT understands that at times COUNSEL may need the assistance of additional counsel and agrees that COUNSEL may, at their discretion, employ said additional counsel, who will also be bound by the terms of this Retainer Agreement. Co-counsel will be retained at no additional charge to CLIENT.

#### REPRESENTATIONS

CLIENT acknowledges that COUNSEL has made no promises to CLIENT as to the outcome of the case except that the COUNSEL has promised to render their best professional skill and judgment in representing CLIENT. CLIENT understands and acknowledges that the COUNSEL is expending large amounts of time and specialized legal skills in the investigation of said action and representing of CLIENT to the exclusion of other CLIENT and matters.

CLIENT further understands this contract is governed by Florida Law and becomes effective upon the date of execution below.

#### STATEMENT OF CLIENT'S RIGHTS

CLIENT affirmatively states that CLIENT has, before signing this Agreement, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. CLIENT states that CLIENT has signed the Statement and received a signed copy to keep and to refer to while being represented by COUNSEL.



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CLIENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client signature

Print client name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client signature

Print client name: \_\_\_\_\_

COUNSEL

LAW OFFICE OF RUSSEL LAZEGA, P.A.  
D/B/A FLORIDA ADVOCATES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carlos D. Cabrera, Esq.



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### 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



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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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client signature

Print client name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client signature

Print client name: \_\_\_\_\_

COUNSEL

LAW OFFICE OF RUSSEL LAZEGA, P.A.  
D/B/A FLORIDA ADVOCATES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carlos D. Cabrera, Esq.



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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.