



Shield Law Group  
OF FLORIDA, LLC

### **AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT**

I, \_\_\_\_\_, the undersigned client, do hereby retain and employ the Shield Law Group, as my attorneys to represent me in my claim for damages against \_\_\_\_\_ or any other party, firm or corporation liable therefore, resulting from an accident that occurred on \_\_\_\_\_.

I HEREBY AGREE to pay for the costs incurred by the SHIELD LAW GROUP, in prosecuting this claim and authorize them to undertake and/or incur such costs as they may deem necessary from time to time. These costs include, but are not limited to, such items as police reports, hospital and medical records, photographs, filing fee, costs of serving summonses and subpoenas, court reporters fees, jury list, exhibits, state records, investigation expenses, expert witness fees, including fees for medical testimony and fees for medical conferences. They will make every effort to keep these costs at an absolute minimum consistent with the requirements of the case. At the time the case is closed, an accounting will be made for all disbursements made in my case. As compensation for their services, I agree to pay my said attorneys from the proceeds of recovery the following fee:

1. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:
  - a. 33-1/3% of any recovery up to \$1 million; plus
  - b. 30% of any portion of the recovery between \$1 million and \$2 million; plus
  - c. 20% of any portion of the recovery exceeding \$2 million.
  
2. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:
  - a. 40% of any recovery up to \$1 million; plus
  - b. 30% of any portion of the recovery between \$1 million and \$2 million; plus
  - c. 20% of any portion of the recovery exceeding \$2 million.
  
3. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
  - a. 33-1/3% of any recovery up to \$1 million; plus
  - b. 20% of any portion of the recovery between \$1 million and \$2 million; plus
  - c. 15% of any portion of the recovery exceeding \$2 million.

4. An additional 5% of any recovery after notice of appeal is filed or post judgment relief or action is required for recovery on the judgment.

IT IS AGREED and UNDERSTOOD that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to my attorneys for any sum whatsoever as attorney's fees unless I do not comply in aiding throughout the case or damage the case.

EARLY TERMINATION This Agreement may be terminated by either the Law Firm or the Client. In the event that this contract is terminated by the client without legal cause before the agreement to settle with the insurance company is made, the Client agrees that the Law Firm is entitled to quantum meruit for all past legal services performed prior to termination. The payment will be made out of the settlement proceeds and will not be owed if no insurance proceeds are paid.

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).

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.

DATED THIS \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CLIENT SIGNATURE

Name:

\_\_\_\_\_  
CLIENT SIGNATURE

Name:

The above employment is hereby accepted upon the terms stated above.

\_\_\_\_\_  
Jamie Alvarez, Esq.  
Shield Law Group

## STATEMENT OF CLIENT'S 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. 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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date