



# DIVERSE LEGAL SOLUTIONS

A L A W F I R M

## CONTINGENT FEE RETAINER AGREEMENT

Claim Against Insurance Company

The undersigned client (jointly and/or severally referred to as the "Client"), does hereby retain and employ Diverse Legal Solutions, A Law Firm, Inc., 55 Weston Road, Suite 408, Weston, Florida, 33326 of (the "Attorney" or "Firm") to represent Client in claim(s) for contractual rights against Client's insurance carrier and/or insurance agent and/or their agents, arising out of an accident, loss or occurrence that happened at the location of the Client's property:

1. **Attorneys' Fees - Contingent on Recovery:**

This employment is on a contingent fee basis. **If no recovery is made for, or on behalf of Client, THE CLIENT SHALL NOT PAY ATTORNEY'S FEES** for any of the professional services rendered in reference to this matter by the Attorney. From the gross proceeds of any recovery, the Attorney shall be entitled to receive the following legal fees for the services set forth below:

a. **Litigated Actions (after a lawsuit is filed for Client):**

Should the insured/client prevail in the litigation, i.e., obtain a judgment in their favor or a negotiated settlement, Florida Statute 627.428 provides for the recovery of attorney's fees directly from the insurance company. Thereupon, Attorney shall be entitled to receive all of such attorneys fees, including any and all contingency risk factor multipliers awarded by the Court, or, if a settlement includes an amount for Attorneys Fees, Attorney shall be entitled to receive ALL of its expended and/or negotiated fees. **NO RECOVERY – NO FEE.**

b. **Insolvent Insurance Companies:**

In the event the Client's insurance company should become insolvent, i.e., declare bankruptcy, during the course of a litigated action client understands that Florida Statute 627.428 is inapplicable against a government agency such as The Florida Insurance Guaranty Association (the State Agency authorized to administer the claims/litigation of insolvent insurers). Therefore, in the event that a carrier is declared insolvent, the Client authorizes the Attorney to file suit and/or substitute the insolvent carrier for The Florida Insurance Guaranty Association. Further, payment of Attorney's fees in this instance shall revert to a contingency percentage of thirty percent (30%) of the final recovery.

c. **Claims related to the National Flood Insurance Program (NFIP):**

In the event the Client's claim concerns a flood coverage dispute involving the NFIP and/or a company certified under Federal law to underwrite flood policies, the Law Firm shall be entitled to recover attorney's fees in the amount of **thirty percent (30%)** deducted from the gross proceeds, after deduction of costs/expenses. Client understands that due to the nature of the dispute, as being one based on Federal law, that Florida Statute 627.428 does not apply and the Law Firm is not entitled to recover its fees and costs separate from the client's recovery. NFIP carriers are not bound to pay attorney's fees pursuant to Florida Law as this action will be governed by Federal law only.

2. **Expenses/Costs:**

In addition to the legal fees, Attorney is entitled to receive all court costs and expenses incurred by Attorney in reference to this matter. Attorney shall have the authority, but shall not be obligated to make advances of these expenses on behalf of Client in such amounts as Attorney shall determine best in representing Client in this matter. Client agrees that in the event of a fee payment dispute, Attorney may file a charging lien to recover its outstanding attorneys' fees and costs. Client agrees that Attorney

55 Weston Road, Suite 408  
Weston, FL 33326  
T 954.361-7507 • F 954.354.3338  
diverselegalsolutions.com

shall engage, at Attorney's sole discretion, professionals to render services on behalf of Client, including but not limited to experts, consultants and public adjusters. Attorney shall pay such professionals based on their reasonable hourly fee charge; however, *in the event no money is recovered for Client, Client will not owe any payment to the Law Firm. No recovery no fee/cost.*

**3. Client Cooperation & Rights:**

Client agrees to cooperate with the Attorney's request, to be available to the Attorney at all reasonable times and places and to keep Attorney fully advised, at all times, as to Client's current address and telephone number. It is agreed and understood that at any time during the existence of this contract, Attorney has discretion, upon reasonable notice, to withdraw as representative counsel and/or terminate its responsibilities and obligations under this agreement. This contract may be canceled by written notification to the Attorney at any time within 3 business days of the date that the contract was signed, as shown below, and if canceled, the Clients shall not be obligated to pay any fees to the Attorney for the work performed during that time. If the Attorney has advanced funds to others in representation of the Client, the Attorney is entitled to be reimbursed for all such amounts as the Attorney has reasonably advanced on behalf of the Client. Client further understands that if there is a lien or mortgage on his/her property, said mortgagee has the right to be a co-payee on all insurance checks recovered. Client shall be solely responsible to negotiate and obtain any and all endorsements with its mortgagee.

**4. Clients Who Hire a Public Adjuster or Appraiser:**

If Client has retained a Public Adjuster or Insurance Appraiser for representation in connection with the same insurance claim that Client is engaging Diverse Legal Solutions' services, Client hereby unequivocally represents to the Attorneys that Client has been advised, in advance of and prior to executing this Agreement, by Client's Public Insurance Adjuster or Insurance Appraiser and by this provision, that Client: (i) has had the right and opportunity to choose and select an attorney of Client's own choice from 87,000 plus members of the Florida Bar; (ii) selected Diverse Legal Solutions freely and voluntarily; (iii) selected Diverse Legal Solutions without any solicitation on behalf of the Firm, a Public Adjuster or Insurance Appraiser; (iv) will be solely responsible to pay any and all fees or costs due to Client's Public Adjuster or Insurance Appraiser; and (v) provided full negotiating and settlement authority to Client's Public Adjuster or Insurance Appraiser and authorizes the Firm to communicate directly with Client's Public Adjuster or Insurance Appraiser regarding prosecution and settlement of his/her claim.

**5. Power of Attorney:**

Attorney shall have full power and authority to act on client's behalf concerning this legal matter. This power and authority shall authorize Attorney to manage and conduct all of client's affairs and to exercise all of legal rights and powers, including all rights and powers that client may acquire in the future as it relates to any negotiation, litigation or other action for collection of moneys on client's behalf. Attorney's powers shall include, but not be limited to, the power to perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities, to take any and all legal steps necessary to collect any amount or debt owed to client, or to settle any claim, whether made against client or asserted on client's behalf against any other person or entity; to employ professional and business experts or others needed for this case(s) as may be appropriate.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

This Power of Attorney shall become effective immediately and shall not be affected by client's disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until the resolution of this case, but may be revoked by client at any time by providing written notice to Attorney.



6. **Entire Agreement:**

This retainer agreement contains the entire understanding between Client and Attorney and there are no other agreements, promises or undertakings between them except as set forth herein. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement. If at any time Client owes outstanding attorneys' fees and expenses to the Firm and the Firm must resort to its legal remedies to collect such fees and expenses, then Client agrees that the prevailing party in any such action shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys' fees, costs and expenses and said action shall be brought in the courts of Miami-Dade county.

Dated this 9 day of Sept, 2021.

Client signature



Print name

4676 N. Wickham Rd

Address

Mt. B. FL 32935

City, State, Zip Code

321-253-4430

Home Phone

321-514-3951

Cellular Phone

Hammerman MANN@

Email address

brevard@12.03

Client signature, spouse, insured or title holder

Print name

S. Antonio Jimenez, Esq.  
Diverse Legal Solutions, A Law Firm, Inc.  
55 Weston Road, Suite 408  
Weston, FL 33326  
Telephone: 954.361.7507  
Facsimile: 954.354.3338  
Email: [saj@diverselegalsolutions.com](mailto:saj@diverselegalsolutions.com)

