

PLLC
ATTORNEYS AT LAW

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RYAN S. BURKE, ESQ.

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Tallahassee, Florida and Texas

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(727) 258-0043

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CONTINGENCY FEE CONTRACT

October 24, 2024

The Beach House of Pass-a-Grille Condominium Association, Inc., hereby retains Dicus Burke & Lewis, PLLC, as our attorney, to represent us against any and all responsible parties as a result of the Hurricane Helene wind loss and Hurricane Milton wind loss, which occurred on or about September 26, 2024 and October 9, 2024 at our property located at 403 Gulf Way, St. Pete Beach, FL 33706 and caused property loss and economic damage. The Law Firm will have discretion to use its best judgment in all aspects of the representation and will have authority to sign pleadings and other papers on behalf of the client.

For your convenience, Dicus Burke & Lewis, PLLC is referred to as the "Law Firm" and you are referred to as the "Client" throughout this Agreement.

WHEREAS, the Law Firm has agreed to undertake such representation of the Client; **NOW THEREFORE**, in consideration of the mutual promises of the parties contained herein, the parties hereby agree to the following Contingency Fee Agreement:

1) **CALCULATION OF LAW FIRMS' FEES**: The compensation for the services of the Law Firm for the prosecution of the Client's case will be calculated on both a contingency percentage fee basis and at an hourly rate. In the event of any recovery of any benefit from any third-party and/or any insurer(s), whether brought about by settlement, judgment, compromise, confession of liability, or otherwise, the Client agrees to pay the Law Firm a fee, as outlined below.

The Fee Based on the Following Formula:

- a. 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 made, the expiration of the time period provided for such action:
 - i. **33-1/3% Reduced to 20%** of any portion of the recovery up to \$1 million; plus **20%** of any portion of the recovery exceeding \$1 million.
- b. 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 final judgment:
 - i. **40% Reduced to 30%** of the total recovery up to \$1 million; plus **20%** of any portion of recovery exceeding \$1 million.
- c. If all Defendants admit liability at the time of filing their answers and request a trial only on damages:
 - i. **40% Reduced to 30%** of the total recovery up to \$1 million; plus **15%** of any portion of recovery exceeding \$1 million.
- d. An additional **5%** of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.
- e. In certain cases, the law may allow the Law Firm to seek the recovery of all or a portion of its reasonable attorney fees and costs, as the prevailing party, from an adverse party. I acknowledge that the Law Firm routinely charges a rate of \$750.00 per hour on commercial property insurance claims and I agree that this hourly rate is reasonable. The Client is not required to pay this hourly rate, as, if applicable, the Law Firm will use the percentages above and/or this hourly rate to petition the Court and negotiate with the Insurance Company for the payment of the Law Firm's reasonable fees and costs. As a result, the Client agrees that the Law Firm has full and final authority to

negotiate and settle the Law Firm's legal bill with the insurance company, and the Client hereby assigns all rights to settle the Client's attorney fee claim to the Law Firm, whether through settlement negotiations with the Defendant(s) or through the Court.

- f. Under certain circumstances, however, the law may prevent the Law Firm from seeking the recovery of its reasonable Attorney's fees from the insurance company as the prevailing party. Such instances could include, but are not limited to, your insurance company becoming insolvent and your claim and/or lawsuit being shifted to the Florida Insurance Guaranty Association ("FIGA") for handling, or in the event new legislation is deemed retroactive as it relates to recovery of attorney's fees. Either scenario or others may prevent the Law Firm from seeking the recovery of its reasonable Attorney's fees. Should the Law Firm be unable to seek its fees directly from the insurance company, the Law Firm's reasonable fees shall be calculated in accordance with Section 1) a.-d., above and shall be recoverable from the total amount of the settlement.

2) **COSTS AND EXPENSES:** The Client agrees to reimburse the Law Firm for all costs and out-of-pocket expenses incurred by the Law Firm while prosecuting this claim and authorizes the Law Firm to undertake and/or incur such costs as it may deem necessary from time to time. The Client agrees that the Law Firm may fund all, or a portion, of the costs from available line(s) of credit, and the Client agrees to pay all interest charged to the Law Firm in securing those funds. At any time during the handling of this case, the Client may inquire of the Law Firm as to the costs advanced to date and those anticipated. The Law Firm may use its discretion in making advances on the Client's behalf. With respect to costs and expenses for the engagement of experts, the Law Firm shall consult with the Client to ensure the engagement of experts is commercially reasonable.

IT IS AGREED and UNDERSTOOD that this employment is upon a contingency fee basis, and if no recovery is made, the Client will not be indebted to the Law Firm for any sum whatsoever for attorney fees and costs, except as provided in Sections "3)" and "4)" below.

3) **SETTLEMENT:** The Client retains the right to ultimately decide whether a settlement should be accepted but agrees not to accept any settlement offer without first consulting with the Law Firm and advising of the Client's desire for acceptance. The Client acknowledges that the claims do, or may, carry a right to obtain an attorney's fee based on differing factors, including the attorneys' hours spent prosecuting the claims. The Client further acknowledges that a settlement offer inclusive of the Law Firm's fee claim may represent substantially more in attorney fees than the Client's claim on the merits independent of attorney fees. If the Client accepts a settlement without the Law Firm's consent, the Client agrees to pay the Law Firm and any Co-Counsel from the gross recovery a fee based on the reasonable hours spent on this matter at the attorneys' hourly rate in effect on the date the settlement is accepted by the Client.

The Client also authorizes the Law Firm to collect monies for the Client on the Client's behalf and to disburse the same to the Client after deducting outstanding amounts for costs, creditors' liens, and the Law Firm's fees.

4) **TERMINATION OF AGREEMENT:** This agreement may be terminated by either party upon written notification. If the Client terminates the Agreement within three (3) business days from the date it was signed, the Client shall not be obligated to pay any fees to the Law Firm for work performed during that time.

If the Client terminates the Agreement after three (3) business days from the date it was signed, the Client agrees to pay the Law Firm a fair fee for its services to date of termination; and if the Law Firm has advanced out-of-pocket expenses to others in the representation of the Client, the Law Firm is entitled to reimbursement of those reasonable amounts by the Client.

The Law Firm may withdraw from representation of the Client upon reasonable notice in the event the Law Firm determines, after investigating the case, that legal action is not merited, or continued representation cannot otherwise be conscientiously provided to the Client.

If the Law Firm terminates the Agreement, it will give the Client written notice of its intention to do so. If the withdrawal is a result of a determination by the Law Firm that prosecution of the case is not the result of non-compliance by the Client, there will be no charge for the Law Firm's expenses advanced on behalf of the Client.

Any disputes arising under the representation of the Client by the Law Firm, or under this contingency fee agreement shall be resolved by binding arbitration pursuant to Florida Statutes chapter 682 (2024). Thus, the parties to this fee agreement expressly waive their respective right to a trial by jury to resolve any disputes arising out of this representation or this fee agreement.

5) **ASSOCIATION OF OTHER LAW FIRMS:** The Law Firm affirms, and the Client acknowledges that if during the prosecution of the case, the Law Firm desires to associate other law firms, the Law Firm may do so at its own discretion, within the extent allowed by the ethics of the legal profession and the fees may be divided in proportion to the service performed by each law firm. The Law Firm will be the primary firm assuring responsibility for the legal services within the scope of this representation on behalf of the Client and the secondary firm of attorneys is assuming secondary responsibility for the legal services on behalf of the Client. All firms assume joint responsibility for the representation of the Client.

6) **FACSIMILE AND ELECTRONIC SIGNATURES:** The Client and the Law Firm agree that a facsimile signature or electronic signature on this fee agreement and Statement of Client's Rights shall substitute for and have the same legal effect as the original signature.

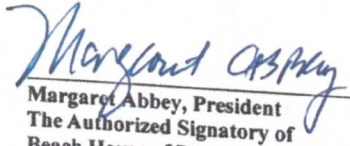
7) **ENTIRE AGREEMENT:** In order to avoid any potential for confusion as to the scope and terms of our agreement, the Law Firm and the Client agree that this written document contains all the agreements, promises, and representations that the Law Firm and the Client are relying upon in entering into this Agreement. This document contains the entire Agreement; and there are no changes or additions to the typewritten portions or the filled in blanks, unless they are initialed by all parties at each place a change is made or are included in an attached written addendum signed by both parties.

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 AND REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY(S). THIS DOCUMENT IS A LEGAL CONTRACT. PLEASE BE SURE YOU UNDERSTAND IT FULLY AND AGREE TO IT BEFORE SIGNING IT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

CLIENT

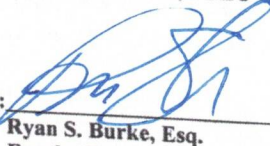
Dicus Burke & Lewis, PLLC


Margaret Abbey, President
The Authorized Signatory of
Beach House of Pass-a-Grille
Condominium Association, Inc.

Date

10/29/24

By:


Ryan S. Burke, Esq.
For the Firm

Date

10/29/24

STATEMENT OF CLIENT'S RIGHTS
FOR CONTINGENCY FEES

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 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 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual cost 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 3-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 the lawyer's 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 the lawyer 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, the lawyer should tell you what kind of fee sharing arrangement will be made with other lawyers. If lawyers from different firms will represent you, at least 1 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 that 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 your 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 a 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 the possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

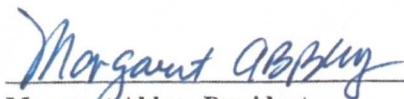
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, a expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without any appropriate order of the court. You also have the right to have ever 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 communicate 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.

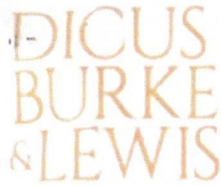
11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee; you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850-561-5600, or contact the local bar association. A 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 Rules Regulating the Florida Bar) be included in your fee contract.

CLIENT



Margaret Abbey, President
Authorized Signatory of
The Beach House of Pass-a-Grille
Condominium Association, Inc.

10/29/24
Date



PLLC
ATTORNEYS AT LAW

WESLEY C. DICUS, ESQ.*

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*Florida Florida
**Florida Florida and Texas

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October 24, 2024

I/we, The Beach House of Pass-a-Grille Condominium Association, Inc., do hereby retain Dicus Burke & Lewis, PLLC, as our attorney, to represent us against any and all responsible parties as a result of the Hurricane Helene flood loss, which occurred on or about September 26, 2024 at my/our property located at 403 Gulf Way, St. Pete Beach, Florida 33706-4366 and caused property loss and economic damage. The Law Firm will have discretion to use its best judgment in all aspects of the representation and will have authority to sign pleadings and other papers on behalf of the client.

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 - i. **33-1/3% Reduced to 15%** of any portion of the recovery up to \$1 million; plus **15%** of any portion of the recovery exceeding \$1 million.
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 - i. **40% Reduced to 30%** of the total recovery up to \$1 million; plus **20%** of any portion of recovery exceeding \$1 million.
- c. If the case is litigation to the pretrial conference:
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- d. An additional **5%** of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.
- e. This is not the type of case in which the law allows the Law Firm to seek the recovery of all or a portion of its reasonable attorney fees and costs, as the prevailing party, from an adverse party. However, if a lawsuit is filed, there may be an opportunity to seek prevailing party attorney's fees. I acknowledge that the Law Firm routinely charges a rate of \$800.00 per hour on commercial property insurance claims and I agree that this hourly rate is reasonable. The Client is not required to pay this hourly rate, as, if applicable, the Law Firm will use the percentages above and/or this hourly rate to petition the Court and negotiate with the Insurance Company for the payment of the Law

Firm's reasonable fees and costs. As a result, the Client agrees that the Law Firm has full and final authority to negotiate and settle the Law Firm's legal bill with the insurance company, and the Client hereby assigns all rights to settle the Client's attorney fee claim to the Law Firm, whether through settlement negotiations with the Defendant(s) or through the Court.

- f. If, however, the law prevents the Law Firm from seeking the recovery of its reasonable Attorney's fees from the insurance company as the prevailing party, the Law Firm's reasonable fees shall be calculated in accordance with Section 1) a.-d., above and shall be recoverable from the total amount of the settlement.

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1. 姓名: 王明 性别: 男 年龄: 25 职业: 教师 住址: 北京市朝阳区 邮编: 100000 电话: 13910101234 电子邮箱: wangming@163.com

● 2010 年 10 月 1 日起实施

[Handwritten signature]

10/29/24

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STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

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2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual cost 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 3-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 the lawyer's 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 the lawyer 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, the lawyer should tell you what kind of fee sharing arrangement will be made with other lawyers. If lawyers from different firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.
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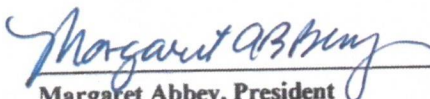
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11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee; you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information 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. 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 Rules Regulating the Florida Bar) be included in your fee contract.

CLIENT



Margaret Abbey, President
Authorized Representative of
The Beach House of Pass-A-Grille
Condominium Association, Inc.

10/29/24
Date