

## **EMPLOYMENT CONTRACT**

I, the undersigned client, whose name and address are as follows:

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

hereby retain and employ the **LAW OFFICE OF JAY ROTHLEIN** as my attorney and counselor-at-law, to represent me in my claim for damages against:

\_\_\_\_\_

or any other person, firm, entity, corporation, county, municipality, government or other agency liable therefore, resulting from an incident which occurred on or about:

\_\_\_\_\_

Before signing this contract, I received and read the **STATEMENT OF CLIENT'S RIGHTS** and understand each of them. I have signed the statement and received a signed copy for reference. (A copy of the **Statement of Client's Rights** is attached as **Exhibit "A"**).

This contract may be cancelled by written notification to the attorneys at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled, I will not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have paid any amounts of money to others on my behalf, the attorneys are entitled to be reimbursed if those amounts were reasonably advanced on my behalf.

As compensation for the attorneys' services, I agree to pay my attorneys from the proceeds of recovery, including the greater of any court awarded attorneys fees, the following amounts:

- A) 33 1/3% of any recovery up to \$1 million through the time of filing an answer or the demand for appointment of arbitrators;
- B) 40% of any recovery up to \$1 million after the filing of an answer or the demand for appointment of arbitrators and through the trial of the case;
- C) 30% of any recovery between \$1 and \$2 million;
- D) 20% of any recovery in excess of \$2 million;

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- E) If all defendants admit liability at the time of the filing their answers and request a trial only on damages:
  - (i) 33-1/3% of any recovery up to \$1 million through trial;
  - (ii) 20% of any recovery between \$1 and \$2 million;
  - (iii) 15% of any recovery in excess of \$2 million;
- F) An additional 5% of any recovery for any appellate proceeding or if post judgment relief or action is required for recovery on the judgment.

If I am to receive a structured or periodic basis settlement, verdict, or payment, the contingency fee to be paid to my attorneys shall be calculated on the basis of the costs, or if unknown, the present money value of the structured verdict or settlement. This provision will not apply if the fee is also to be structured.

If the proceeds of recovery are payable over a period of time, attorneys' fees are payable at the time of settlement.

This employment is on a contingent fee basis, and if no recovery is made, I will not be indebted for any attorneys' fees. If a recovery is made, all attorneys' fees are payable at the time of closing.

The undersigned client hereby agrees to pay for all costs of investigation, and should it be necessary to institute suit, the costs and expenses related thereto.

I also understand that, if litigation against any party is unsuccessful, I may be responsible to that party for taxable court costs and attorney's fees under the Florida Statutes and Rules of Civil Procedure.

If my attorneys decide not to prosecute my claim, I will be notified of this decision, my attorneys will withdraw, and I will not owe any legal fees.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**CLIENT'S SIGNATURE**

\_\_\_\_\_  
Witness

**This employment contract is accepted on the terms stated above.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**JAY ROTHLEIN, ESQ.**  
407 Lincoln Road, Ste. 2-A  
Miami Beach, FL 33139  
(305)532-2250  
(305)534-8813 (Fax)  
[jay@jrbeachlaw.com](mailto:jay@jrbeachlaw.com)  
[www.jrbeachlaw.com](http://www.jrbeachlaw.com)

## **STATEMENT OF CLIENT'S RIGHTS**

Before you, the prospective client, arrange a contingency 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 contingency 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 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 contingency 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 agreement 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 contingency 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

**EXHIBIT "A"**

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 attorneys' fees 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, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on the 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 (800) 342-8060, 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.

DATED: \_\_\_\_\_

\_\_\_\_\_  
**CLIENT'S SIGNATURE**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**JAY ROTHLEIN, ESQ.**  
407 Lincoln Road, Ste. 2-A  
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(305)532-2250  
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