



# LAW OFFICES OF MICHAEL B. BREHNE, P.A.

PERSONAL INJURY • INSURANCE DISPUTES • FAMILY LAW • CRIMINAL LAW

## AUTHORITY TO REPRESENT

I, the undersigned client, to hereby retain THE LAW OFFICES OF MICHAEL B. BREHNE, P.A., as my attorneys to represent me in my claim for damage(s) against \_\_\_\_\_ or any other person, firm, or corporation liable there for, resulting from an accident that occurred on \_\_\_\_\_. I acknowledge that THE LAW OFFICES OF MICHAEL B. BREHNE, P.A. may advance the costs of bringing this claim or lawsuit, but that these costs will be deducted from my share of the recovery or paid in advance of transferring the file to another attorney. I agree that THE LAW OFFICES OF MICHAEL B. BREHNE, P.A. will be paid as follows:

- a. Before the filing of an answer or the demand form 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:
  1. 33 1/3% of any recovery up to \$1 million; plus
  2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
  3. 20% of any portion of the recovery exceeding \$2 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 judgment:
  1. 40% of any recovery up to \$1 million; plus
  2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
  3. 20% of any portion of the recovery exceeding \$2 million.
- c. If all defendants admit liability at the time of filing their answers and request a trial only of damages:
  1. 33 1/3% of any recovery up to \$1 million; plus
  2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
  3. 15% of any portion of the recovery exceeding \$2 million.
- d. 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.

If any suit brought on my behalf entitles me to have the defendant pay my attorney's fees, then I agree to pay THE LAW OFFICES OF MICHAEL B. BREHNE, P.A. those fees as determined by the court or the above contingency, whichever is greater. I further understand that the fees as set by the court may well exceed the above contingency figures depending on the amount of time my attorney expends in the prosecution of my case, the difficulty, novelty, or complexity of my case, and the amount ultimately paid or rewarded.

THE LAW OFFICES OF MICHAEL B. BREHNE, P.A. will only charge a fee if there is a recovery. Any protected medical bills or hospital/worker's compensation liens will be deducted from the client's share of the recovery. The client shall inform THE LAW OFFICES OF MICHAEL B. BREHNE, P.A. of any change in address, and any failure to do so will relieve this office of any duty to prosecute this claim. THE LAW OFFICES OF MICHAEL B. BREHNE, P.A. is further relieved of any responsibility to prosecute this claim if the client provides false or misleading information or intentionally omits a material fact related to representation.



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ALAMONTI SPRINGS, FL 32714



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\* 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 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 for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the client agrees the attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the client and that payment of said costs is required before client may receive a copy of their file.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



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## STATEMENT OF CLIENTS' RIGHTS

Before you, the prospective client, arrange a contingency 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 of a percentage of money recovered in a case. You, the client, have the right to talk to 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. 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 hire 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 (3) day period, you 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 their experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and provide this to you 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 should tell you what kind of fee sharing agreement will be made with the other lawyers. If lawyers from different law firms represent you, at least one lawyer from each 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 your case to another lawyer or 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 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 you a reasonable estimate about future necessary costs. If your lawyer agrees to advance or lend you money to prepare or research the case, you 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 expense, you have the right to decide how much to spend. Your lawyer should inform you whether the fee will be based on the gross amount recovered or the amount recovered minus costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. The adverse consequences might include money that you might have to pay your lawyer for costs, and liability you might have for attorney's fees to the other side.



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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.

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.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have 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 1-800-342-8060, 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 disputed fees must be handled in a separate lawsuit.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Please answer the following questions as best as you can.

### PERSONAL INFORMATION

#### 1. CLIENT INFORMATION

Guardian of injured person, if applicable: \_\_\_\_\_

Injured person(s): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Drivers Lic #: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_ Work Phone: \_\_\_\_\_

\_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ lived in Florida: \_\_\_\_\_

Marital Status: \_\_\_\_\_ If married, spouse's name: \_\_\_\_\_

Dependent Children (names/ages): \_\_\_\_\_

Who referred you to this firm? \_\_\_\_\_ Is this person an attorney? YES NO

#### 2. INCIDENT INFORMATION

Date of loss: \_\_\_\_\_ Type of loss: \_\_\_\_\_

Location of incident: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_

#### 3. INSURANCE INFORMATION – DEFENDANT

Insurance Carrier Name: \_\_\_\_\_

Carrier Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Policy #: \_\_\_\_\_

Claim #: \_\_\_\_\_

Adjuster: \_\_\_\_\_ Adjuster Phone: \_\_\_\_\_

**4. DETAIL DAMAGE AREA AND CAUSE**

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**5. MORTGAGE**

Bank Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Account #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

**6. PRIOR DAMAGE/INCIDENTS**

- **Dates and Repairs Made:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



LAW OFFICES OF  
**MICHAEL B. BREHNE, P.A.**

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**AUTHORIZATION TO ENDORSE AND DEPOSIT SETTLEMENT INSTRUMENT**

Michael B. Brehne of The Law Offices of Michael B. Brehne, P.A. is hereby authorized and directed to endorse my signature on the settlement instrument and to deposit same into his trust/escrow account. I further authorize and direct Michael B. Brehne, P.A., to pay directly to \_\_\_\_\_ the proceeds of this claim after deduction for attorney's fees and costs.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Client Signature)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_, who is personally known or who

produced as I.D. the following: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
(Client Signature)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_, who is personally known or who

produced as I.D. the following: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: