

Sept 19, 2025

Hi Nicole,

We are reviewing The Retainer Agreement and have some questions which will help my wife and I understand some of the legalities regarding our case with Edison Insurance as well as the Retainer Agreement with your firm.

.....

Question: You mentioned that in looking at the records it does not show strong winds during the time of our roof damage (on or **about June of 2024**).

If that is the case...

- (a) What are we using as 'reason' for the damage to the roof for which Edison would be obligated to pay us under the terms of the policy?
- (b) Edison's decline letters says: *..."The cause of loss was determined to be water damage from defects in the weather-proofing materials and roof flashings on the roof plus deterioration of the concrete mortar joints at the ridges..."* such they claim is excluded under the policy terms.
- (c) POLICY exclusion clause which Edison claims is applicable here: **EDI8 HO 03 04 23**

.....

The Contingency Fee Retainer Agreement

Paragraph 1. CHARGES FOR LEGAL SERVICES-CONTINGENT FEE BASIS "... In the event there is no recovery, Attorney shall not be entitled to any attorney fees."

Question: This may be taken to mean ONLY attorney hourly fees but not the other 'legal' or otherwise costs like filing fees, para-legal, documents, expert fees, etc.

- (kindly explain further)

(a) **BEFORE COMMENCEMENT**... (Attorney - 25% of the recovery) - This is fine.

(b) **AFTER COMMENCEMENT** ... (Attorney - 30% of the recovery) - This is fine.

(1) **Proposal for Settlement**. "... If client accepts a proposal that does not provide for payment of attorney's fees, etc... attorney is entitled to receive 40%, etc..." (If not legally forced by a Court Order why would client want to do that).

(2) **Trial, Final Hearing or Appeal** - Attorney share is 40% - This is ok

(c) **FLORIDA INS GUARANTEE ASSOC.** If Insurance Company is taken over by the FIGA Lawyer to receive 40% of the recovery... - This is ok

Paragraph 2. CLAIM EXPENSES - In the event of a lawsuit settlement or judgement in clients favor, **all** or **part** of client's costs may be paid by the Insurance company. However, client is to be **primarily** responsible for **court costs** and **EXPENSES INCURRED BY ATTORNEY** on client's behalf **plus the attorney fees**.

- (kindly explain further)

May **WITHOUT LIMITATION** include fees for the court, reporters, clerks, process servers, fees for professionals such as engineers, estimators, appraisers, witnesses, umpires, and or other experts.

- (kindly explain further) ... We need to know exactly what our 'exposure' is specially with those words above: ***'without limitation'***

.....

Foot Note: I have heard that recent changes to the Florida legislation regarding wind/rain insurance claims may result in home owners being on the hook for some or all of the above. ----
-- IS THAT WHAT PARAGRAPH 2. IS REFERRING TO?

(Continued)

Paragraph 3. CLIENTS COMPLIANCE WITH POLICY OBLIGATIONS

Paragraph 4. NON-SOLICITATION

Paragraph 5. MORTGAGE CO AS ADDITIONAL PAYEE

(no questions regarding above three paragraphs)

Paragraph 6. JURISDICTION AND FEE DISPUTE

“..... the prevailing party on the issues concerning attorneys fees and/or expenses allegedly owed, as determined by the Court, shall be entitled to an award of attorney fees for litigating those issues only

(I do not quite understand the phrase: - “*shall be entitled to an award of attorney’s fees for litigation of those issues only.*” What issues does it refer to?)

Paragraph 7. COMMUNICATION WITH ATTORNEY

(no questions regarding this paragraph)

Paragraph 8. CLIENT’S AUTHORIZATION AND COOPERATION Client authorizes Attorney to file a law suit or request an appraisal process, arbitration process, administrative process, or mediation conference at Attorney’s discretion.

- Please, elaborate whether this applies at any time (during any of the steps handling the case), whereby if we continue and do not prevail winning case then it could expose us to being liable for Attorney fees, costs, etc., not only to you but to Edison Insurance as well.

Paragraph 9. CANCELLATION BY CLIENT

(Please explain) – if after 3 days client cancels agreement Attorney shall be entitled to a retaining lien on client’s property in possession of the Attorney – **(what property does it refer to?)** ... and/or a charging lien on any recovery **(what is a charging lien?)** .

plus all costs and expenses incurred for the claim shall become due and payable on demand.

10. TERMINATION BY ATTORNEY - If Attorney for any reason determines it is unfeasible for Attorney to continue Client's representation Attorney may cancel contract.

Question: if for any reason it is unfeasible to continue is Client then responsible for Attorney's fees and legal costs?

And if the reason for cancellation is based upon Client's failure to cooperate with Attorney's reasonable requests or other good cause, Attorney shall be entitled to a retaining lien and/or charging lien, PLUS all costs and expenses for the claim shall become due and payable on demand.

Question: what is considered **reasonable requests** or other good cause

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