

## STATEMENT OF CLIENT'S RIGHTS

*BEFORE YOU, the prospective client, arranges a contingency fee agreement with a lawyer, you should understand this Statement of Client's Rights as a prospective 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 covered in a case. You, the client, has 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 consult with other lawyer.*
- 2. Any contingency fee 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 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 period. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you prior 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 the work the lawyer has performed.*
- 3. Before hiring a lawyer, you, the client, has the right to be informed about the lawyer's legal 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 furnish this information to you in writing if you request it.*
- 4. Before signing a contingency fee contract with you, a lawyer must advise you as to whether or not he or she intends to handle your case alone or intends to refer the case to other lawyers. He or she should inform you what kind of fee sharing arrangement will be made between him/her and other lawyers. If other lawyers from different law firms will be representing 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 or associates with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also has the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.*
- 6. You, the client, has 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 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 has spent on your behalf.*

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*You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. Your lawyer should also inform you as to whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.*

7. *You, the client, has the right to be advised by your lawyer about possible adverse consequences if you should 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 attorney's fees to the other side.*
8. *You, the client, has the right to receive and approve a Closing Statement at the end of the case before you pay any monies. 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 monies to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case execute the Closing Statement.*
9. *You, the client, has 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, has 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 to you 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, believes that your lawyer has charged an excessive or illegal fee, you, the client, has the right to report the matter to the Florida Bar, the agency which oversees the practice and behavior of all lawyers in Florida. For information on how to reach the Florida Bar, call (850) 561-5844, or contact the local Bar Association. Any disagreement between you and your lawyer regarding 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 suit.*

*I HAVE READ the contents of this statement and after reading same, I hereby retain the law offices of TACHER & PROFETA, P.A. to represent me in my case.*

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

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**CLIENT**

**TACHER & PROFETA, P.A.**

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*Tacher & Profeta, P.A.*