

Firm Name: Leslie Ann Law, P.A.
Client Name: Eliot I. Bernstein
Submitted: February 16, 2021 at 11:37 AM

Eliot I. Bernstein

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Are there any scheduled mediation, hearings, or trial dates currently scheduled? If so, when?

No

If you have a case, what is your case number?

50-2011-CP-000653-XXXX-NB, 50-2014-CP-003698-XXXX-NB, 50-2012-CP-004391-XXXX-NB, 50-2015-CP-001162-XXXX-NB, 50-2018-CA-002317

If you are currently represented, who is your current attorney? Who is opposing counsel? Are you the Petitioner or Respondent? Or is this a Guardianship or Dependency Case?

Arthur Morburger represents children. Lalit K. Jain, Esq. represents Eliot Pro Se. Alan B. Rose, Esq. represents opposition Ted Bernstein

What County is Your Case In? (Leslie Ann Law, P.A. handles all counties in Florida)

Florida - Palm Beach 15th Judicial

What are your goals for your case?

To remove Trustee and Void all actions of Trustee including all actions done by GAL for children over 4 years because they were put in minor guardianship while they were adults.

How do you plan to pay your monthly invoice?

credit card

If paying by Debit or Credit Card, please list CC number, Exp, CVV code, if planning to pay by card. Payment will be ran on the 1st of every month

Will get you the account numbers when we deposit monies from court

I agree to pay Leslie Ann Law, PA as compensation for your professional services a minimum sum of \$2,500.00 as an initial FULLY EARNED, NON-REFUNDABLE RETAINER FEE, which is fully earned when received. I realize this retainer fee is only a minimum fee and that an additional fee may be charged should the cost of services rendered exceed the retainer amount. This retainer includes 8 hrs; Hours exceeding this will be billed at \$300/hr and be due prior to any trial, mediation, or hearing. [Please initial]

EB is there a reduced rate based on financial condition or way to do some on contingency?

I fully understand that a portion of my fee is based on an hourly rate. I understand that it is the practice of your office to compute not less than 1/10 (6 minutes) of an hour for each service rendered, including each telephone calls, text messages, emails. The rate for is \$300.00 per hour for Leslie A. Ferderigos, Esq. I realize that the hourly rates may change from time to time, and that if any such rate is changed, I will be notified in writing of said change. I, at that time, will have the option to agree to the change by taking no action, or to retain another attorney. [please initial]

EB

Our minimum periodic billing for fees will be based upon an hourly rate of: Leslie Ann Ferderigos, Esq. \$300.00 per hour [please initial]

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NON-PAYMENT OF FEES In the event of non-payment, we shall have a lien on all documents, property or money in our possession for all money due us under this agreement, and we shall have a charging lien against the results of litigation. It is specifically agreed that LESLIE ANN FERDERIGOS, ESQ shall have and is hereby granted all general, possessory and retaining liens and all equitable, special and attorney's charging liens upon the client's interest in all real, personal and intangible property, for any balance due, owing and unpaid; and such lien or liens shall be related back to the date of this agreement and shall be superior in dignity to any other lien subsequent to the date hereof and are subject to statutory interest. You understand that you are expressly subjecting all your real, personal and intangible property, even those not subject to your litigation, to the attorney's lien. LESLIE ANN FERDERIGOS, ESQ. shall be entitled to file a notice of Lis Pendens with regard to the client's interest in any real property upon which a lien may be claimed. You will pay all collection and attorneys' fees and costs necessitated by non-payment, whether we represent ourselves or hire others; if any lawsuit arises out of our attorney/client relationship, and we shall prevail, then you shall pay all attorney's fees and costs. [please initial]

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OBLIGATION OF ATTORNEY AND CLIENT The attorney is an officer of the Court and is bound by the rules regulated by the Florida Bar. The client acknowledges and understands that while the attorney accepts this employment and promises to render professional legal services to the best of his\her ability during the continuation of this employment, that the attorney makes no warranties, representations or guarantees of the representation and that this fee agreement is not "contingent" thereon. The client agrees to fully cooperate with the attorney; to do nothing that would compromise the attorney's professional ethics; and not to request or require the attorney to do anything in violation of the Rule of Professional Conduct. If the client has misrepresented or failed to disclose any material fact, refuses to follow the attorney's advise, or fails to be available as necessary for preparation, conferences, depositions, hearings or other court proceedings, the attorney may withdraw from representation, with the leave of the court. The client acknowledges and understands that the attorney's obligations of loyalty to the client applies to the discharge of his professional duties and does not imply an obligation on the part of the attorney to adopt a personal viewpoint favorable to the interest or desires of the client. [please initial]

EB

REASONABLENESS OF FEE If, at any time, you believe the bill is not reasonable, you will notify us in writing within thirty (30) days of the billing, and you and I will review the bill together. If no written notice is received, it is understood and presumed that the billing statement is accepted as correct, fair, accurate and reasonable. [please initial]

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UTILIZATION OF LAWYER'S TIME TO CLIENT'S BEST ADVANTAGE On occasion, the lead attorney in your matter may be faced with conflicts in his/her schedule which will require him/her to assign a portion of the work in your case to another attorney in the firm. Unless the client and attorney agree to the contrary in writing, the attorney in his sole discretion shall have the right to either assign other attorney's in the firm to handle certain aspects of your case or have the same postponed to a time when he will be available to give it his/her personal attention. [please initial]

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This contract shall act as a stipulation for withdrawal at any time if the law firm is not timely paid any, fees, suit money or costs as agreed to by this contract. **WARNING!** This is a legal binding contract between you and LESLIE ANN FERDERIGOS, ESQ. Before signing, please read it carefully and be sure that you understand all of the terms and conditions hereof. If there is anything that you do not understand, please ask about it. Do not hesitate to have this agreement reviewed by another attorney of your choice. [please initial]

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BY SUBMITTING THIS FORM, YOU ARE AGREEING TO THE TERMS OF THIS CONTRACT

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