

**MANDEL LAW GROUP, P.A.
8925 S.W. 148th Street, Suite 200
Miami, Florida 33176
Tel: 305-233-5041
Fax: 305-233-5042**

ATTORNEY'S RETENTION AND FEE AGREEMENT

THIS AGREEMENT is made and entered into between the **MANDEL LAW GROUP, P.A.** (referred to herein as “**Mandel Law Group**”), **JOSHUA BERNSTEIN** on his own behalf and behalf of **JACOB BERNSTEIN** and **DANIEL BERNSTEIN** (collectively referred to as “**the Client.**”).

This Retainer Agreement sets forth the standard terms of the Mandel Law Group’s engagement as your Attorney. Unless modified in writing, by mutual agreement, these terms will be an integral part of the Agreement. Therefore, the Mandel Law Group asks the Client to review this Agreement carefully and to contact the Mandel Law Group promptly if the Client has any questions. The Mandel Law Group suggests that you retain this Agreement in your file. In consideration of this Agreement and the benefit thereof, the parties agree as follows:

1. SCOPE OF EMPLOYMENT AND REPRESENTATION:

The Client retains the Mandel Law Group to represent him as “appellate counsel,” in connection with the proceedings in Fifteenth Judicial Circuit Case No.: 2018CA002317AXX in a case entitled WALTER E. SAHM, and PATRICIA SAHM, Plaintiffs vs. BERNSTEIN FAMILY REALTY, LLC., et. al. Defendants. It is understood and agreed that the Mandel Law Group will file a Notice of Appearance as “appellate counsel” upon execution of this Agreement.

The Mandel Law Group will, always, act on the Client’s behalf to the best of its abilities. Any expressions by the Mandel Law Group concerning the outcome of legal matters are expressions of the Mandel Law Group’s best professional judgment but are not guarantees. Such opinions are necessarily limited by the Mandel Law Group’s knowledge of the facts and are based on the state of the law at the time they are expressed.

2. ACCEPTANCE OF EMPLOYMENT:

The Mandel Law Group accepts such employment for the agreement upon payment of fees, as herein provided, and agrees to render and perform legal advisory services, on all matters within the defined scope of employment.

3. FEE FOR PROFESSIONAL SERVICES RENDERED:

It is understood and agreed that the Mandel Law Group’ shall track the Attorney’s

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time, based on the hourly rate listed herein. The Mandel Law Group's professional fee shall be billed at the rate of four hundred fifty dollars (\$450.00) per hour. The fee for paralegal time incurred will be billed at the rate of one hundred fifty (\$150.00) dollars per hour. The Client agrees to the payment of a Attorney Fee Retainer in the amount of two thousand dollars (\$2,000.00). The Client understands and agrees that the Mandel Law Group shall reserve the right to increase the amount of funds held on Retainer. The Client further understands that the Fees paid by the Client will be deposited in the Mandel Law Group's Trust Account. The Client shall receive comprehensive Invoices, itemizing all legal work performed and all attorneys' fees incurred and deducted from the Attorney Fee Retainer during that time-period. It is the understanding of the Client and the Mandel Law Group that ALL unearned costs and expenses will be returned to the Client within three (3) weeks after the Court enters a Final Judgment/Final Decision and/or (2) Order Closing the case, thereby, allowing the bookkeeper in the Mandel Law Group time to prepare a Final Invoice. The Mandel Law Group will keep accurate records of the time it devotes to the Client's work, including conferences (negotiations (if any), factual and legal research and analysis, document preparation and revision, travel on the Client's behalf (if any) and other related matters. It is understood and agreed that the Client shall have five (5) days to review and/or challenge the Mandel Law Group's Invoice. Once that time-period expires, it will be presumed that the Invoice was acceptable to the Client. It is understood and agreed that the Client shall not challenge said Invoice beyond the five-day proscribed time-period.

The Mandel Law Group will record its time in units of tenths of an hour. The Mandel Law Group's Invoices shall include a general summary of each task performed and the efforts expended. When the Amount on Retainer falls below two hundred fifty dollars (\$250.00), it is agreed that the Client shall have five (5) days to replenish the Attorney Fee Retainer to the agreed upon amount then held on Retainer. Should the Client refuse or be unable to replenish the Attorney Fee Retainer within five (5) days, the Mandel Law Group reserves the right to withdraw from the appellate representation of the Client.

4. COSTS/EXPENSES

The Mandel Law Group typically incurs and pays on behalf of its clients, a variety of out-of-pocket costs arising in connection with legal services. Whenever such costs are incurred, the Mandel Law Group will carefully itemize and bill them. Typical of such costs are court filing fees; deposition and transcript costs; witness fees; travel expenses; bank wire fees; charges made by outside experts and/or consultants; attendance of court reporters at depositions and/or hearings; transcripts of those depositions and/or hearings; printing and/or photocopying; fax transmissions; Westlaw- - legal research; couriers; etc. The Client hereby agrees to pay a Cost Retainer of five hundred dollars (\$500.00) upon the signing of this Agreement. The Client agrees and understands that Cost Retainer will be deposited in the Mandel Law Group's Trust Account. The Client shall receive itemized bills detailing all costs and expenses incurred and deducted from the Cost Retainer during that time-period. It is the understanding of the Client and the

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Mandel Law Group that ALL unearned costs and expenses shall be returned to the Client within three (3) weeks after the Court enters a Final Judgment/Final Decision and/or (2) Order Closing the case, thereby, allowing the bookkeeper in the Mandel Law Group time to prepare a Final Invoice. If the Cost Retainer falls below one hundred dollars (\$100.00) it is agreed and understood by the Client that the Client will replenish the Cost Retainer to five hundred dollars (\$500.00) within five (5) days. Should the Client either refuse to or be unable to replenish the Cost Retainer, the Mandel Law Group reserves the right to withdraw from the representation of the Client. It is understood and agreed that the Mandel Law Group reserves the right to transfer funds from the Cost Retainer to the Attorney Fee Retainer if the balance of the Attorney Fee Retainer falls below the minimum required amount as stated above. It is understood and agreed that the Client shall have five (5) days to review and challenge the Mandel Law Group's Invoices. Once that time-period expires, it will be presumed that the Invoice was acceptable to the Client. It is understood and agreed that the Client shall not challenge said Invoice beyond the five-day proscribed time-period.

5. TIME AND PAYMENT AND INTEREST:

It is understood and agreed that the Mandel Law Group's monthly bills will be paid in a timely manner. Interest will be charged and added to the balance of the Client's account to the extent that remains unpaid thirty (30) days after the rendering of billing for said amount. It is understood and agreed that the Mandel Law Group has the right to charge Interest at the applicable statutory interest rate set by the Florida Chief Financial Officer in accordance with Section 55.03(1); Section 215.422(3)(b), Section 337.141(3) and Section 687.01, Florida Statutes.

It is understood and agreed that the Client will carefully review all statements for services rendered and cost advances incurred by the Mandel Law Group and to promptly notify the Mandel Law Group in writing of any claims, errors, or discrepancies in billing within five (5) days from the date of the Invoice. In the event the Client fails to do so, it will be presumed that the Client agrees with the correctness, accuracy, and fairness of the statement. It is further understood and agreed that the Client must cooperate with the Mandel Law Group in the preparation of the Client's litigation by keeping the Mandel Law Group informed and disclosing to the Mandel Law Group all material facts that bear upon the issues.

6. TERMINATION OR WITHDRAWAL

It is understood and agreed that at any time the Client is unable to pay the monies owed to the Mandel Law Group, even if the litigation has not been completed, that the Mandel Law Group has the right to withdraw and discontinue services on the Client's behalf. All fees and costs, however, incurred to that time shall be paid at the time of withdrawal. It is further understood and agreed that the Client may discharge the Mandel Law Group at any time. All fees and costs incurred to that time shall be paid at the time of termination.

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7. CLIENT COOPERATION

It is understood and agreed that the Mandel Law Group shall have full authority to handle the litigation and, if required, the Client shall cooperate and make himself available for consultation. For the Mandel Law Group to properly represent the Client it is understood and agreed that the Client shall work with the Mandel Law Group in compiling information and that the Client shall be full, frank, and honest about all matters pertinent to the litigation. It is understood and agreed that the Client must cooperate with the Mandel Law Group in the preparation of the Client's case by keeping the Mandel Law Group informed and disclosing to the Mandel Law Group all material facts that bear upon the issues.

8. SPECIAL COUNSEL

The Client agrees that the Mandel Law Group may retain and subsequently discharge special counsel to assist in litigation matters whether, or not, such counsel makes a formal appearance. Services of such counsel shall be considered as rendered by the Mandel Law Group.

9. CHARGING LIEN

It is understood and agreed that the Mandel Law Group is entitled to impose a charging lien upon assets protected by litigation, including homestead and other real and personal properties of the Client to insure the payment of fees.

10. ATTORNEYS' FEES AND COSTS

It is understood and agreed that any controversy or claim arising out of or relating to this Agreement or the breach thereof or the performance of any services hereunder, shall be settled by using a Florida mediator and/or the Florida judicial system. If any litigation should arise outside the scope of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

It is further understood and agreed that in addition to all damages for unpaid fees, costs and expenses set forth in this Agreement, in the event it becomes necessary to attend mediation or to attend proceedings in the trial and/or the appellate courts or to otherwise enforce this Agreement, that the Client agrees to pay the Mandel Law Group reasonable attorneys' fees and costs (whether taxable or not) in connection therewith, including fees and costs incurred in mediation or on appeal.

It is understood and agreed that the Mandel Law Group is authorized to disclose the terms of this Agreement for Legal Services to the Court in connection with any application for an award of fees and costs.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year as indicated below.

By: _____
ROBERTA G. MANDEL,
for the MANDEL LAW GROUP, P.A.

**I HAVE READ THE FOREGOING AND AGREE TO THE TERMS AND
CONDITIONS SET FORTH IN THIS FIVE (5) PAGE AGREEMENT.**



JOSHUA BERNSTEIN (Client)

DATE: April 7, 2022