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April 11, 2023

Via Hand Delivery and Email: **patty.sahm@gmail.com**

Patricia Sahn
c/o Christopher and Michele Weppner
3377 NW 25th Terrace
Boca Raton, FL 33434

**RE: *Substitution Into and Settlement of Patricia Sahn v. Bernstein Family Realty
LLC***
50-2018-002317-XXXX-MB (AF)

Dear Ms. Sahn:

We are pleased that you have asked our firm to assist in this matter. The purpose of this letter is to confirm our firm's attempted engagement as counsel with respect to the above-referenced case. This letter is also intended to provide you with certain information concerning our fees, billing, and collection policies that will govern our relationship.

We have found it to be a helpful practice to confirm with our clients the nature and terms of our representation. Our engagement will begin upon receipt of an executed copy of this Engagement Letter. We intend to provide flat fee services in the amount of \$10,000.00, regardless of time spent.

The engagement will be terminable at will by, subject to payment of all fees for services performed and costs advanced through the date of termination. Interim Statements for services rendered shall be payable in full upon receipt.

Attached to this letter is a summary of our firm's standard Terms of Engagement. Please review these and let me know if you have any questions concerning our policies. If the terms described above and in the attached summary are satisfactory to you, please so indicate by signing the enclosed copy of this letter, and returning the signed copy by e-mailing a copy to morgan@twiglaw.com and sending the original, signed copy to our Fort Lauderdale address. Also, please retain a copy for your records.

Our firm is grateful for the opportunity to work with you in connection with this matter, and we look forward to a long and mutually satisfactory relationship.



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Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to contact us. Again, we are pleased to have the opportunity to serve you.

Sincerely,

Morgan Weinstein

Morgan L. Weinstein
Twig, Trade, & Tribunal, PLLC
1512 E. Broward Blvd., Suite 204A
Fort Lauderdale, FL 33301
morgan@twiglaw.com
For the Firm

Enclosure

Agreed to and Approved:

By:

Patricia Sahn

Dated:

April 12, 2023



Terms of Engagement

We appreciate your decision to retain Twig, Trade, & Tribunal, PLLC as your legal counsel. Our engagement is limited to the matter identified in the letter to which these Terms of Engagement are attached. The following summarizes our billing practices and certain other terms that will apply to our engagement.

Client. Our client in this matter will be Ms. Sahn, and is referred to in this letter as the “Client.”

Scope. We are engaged to provide the Client with the following services: attempting to act as counsel with regard to Case No. 50-2018-CA-002317-XXXX-MB (AF), to the extent that our role will be to move to substitute into that case as counsel on the Client’s behalf and, if allowed to substitute as counsel, negotiate the settlement of the claim in exchange for funds currently held in a court registry. It has been represented to us that: (a) the funds in the court registry are less than the total amount of the judgment; (b) the Client desires to settle for that amount, notwithstanding the fact that the judgment is for a higher amount; and (c) the Client’s daughter has been acting on the Client’s behalf pursuant to a power of attorney that the Client has represented may have never been valid and has, prior to the our entry into this engagement, been revoked. Further, the Client is aware that her current counsel may attempt to seek fees from the Client in the event that the Client settles for less than the full amount of the judgment, which currently includes that counsel’s attorneys’ fees and costs. You and we may agree to expand or limit the scope of our representation from time to time; however, any expansion or limitation must be confirmed in a writing signed by you and us. In the event that you do not wish to settle the claim as described above, you and we will come to a separate fee agreement regarding same.

Term. Our representation shall terminate upon completion of the services listed above. In addition, either the Client or we may terminate our engagement at any time for any reason upon notice to the other; although, our right to terminate may be limited by the applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client’s interests in the above matter and, if the Client requests, we will suggest possible successor counsel and provide that counsel with whatever papers have been provided to us. If permission for withdrawal is required by a court, we will promptly apply for that permission, and you agree to engage successor counsel to represent the Client.

Personnel. The attorney executing this Agreement on behalf of our firm will be the principal attorney responsible for handling this matter on behalf of the Client; however, the Client agrees that certain portions of the legal work may be delegated to other attorneys and staff within the firm within the reasonable discretion of the principal attorney. This delegation may require meetings which expend the time for which you will be billed. In addition, if in the opinion of the principal attorney, it is necessary for the timely or proper handling of the matter, our firm may on behalf of the Client retain local or other legal counsel, court reporters, photographers, surveyors, title companies, appraisers, and experts either as witnesses or advisors. In the event our arrangement



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with other legal counsel would involve a division of our fee, we will advise you and assume your approval unless you promptly inform us otherwise.

Fees. You will pay us a flat fee for our services described above. That flat fee is \$10,000.00, which shall be deemed earned upon receipt. The flat fee amount will be payable subsequent to entry into the contemplated settlement agreement. We will provide monthly invoices relating to such fees.

Expenses. We do not anticipate incurring significant expenses in attempting to gain permission to act as the Client's counsel or negotiate the contemplated settlement agreement. To the extent that expenses arise, including the need to hire court reporters or order hearing transcripts, such expenses shall be the Client's responsibility.

Termination of Engagement. The engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. Interim Statements for services rendered shall be payable in full upon receipt. In the event that this agreement is terminated prior to the completion of any work for which a flat fee has been agreed, our hourly rate will apply to any such work already performed, with the total amount not to exceed the flat fee arrangement. To the extent that the Client determines not to enter into the contemplated settlement agreement, the flat fee to be payable after the agreement is executed shall instead constitute an hourly fee arrangement, instead. For your information, our agreed-upon hourly rate is \$600.00 per billable hour. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you will be required to pay reasonable attorneys' fees as well as interest on the amount of any fees or costs due us.

Court Review. In accordance with the Florida Rules of Professional Conduct, upon application by the Client, all fee contracts are subject to review and approval by an appropriate court having jurisdiction of the matter, and the court shall have the authority to determine whether the contract is reasonable. If the court finds the contract is not reasonable, it will set the contract aside and allow a reasonable fee.

Favorable Outcome Not Guaranteed. Our firm makes no warranty or representation concerning the successful termination of the matter or the favorable outcome of any legal action that may be undertaken. All statements by our personnel are statements of opinion only.

Power of Attorney. Client gives our firm a power of attorney to execute all documents which are necessary or desirable to proceed with legal representation on the matter, such as briefs, motions, pleadings, contracts, commercial paper, settlement agreements, compromises, releases, verifications, dismissals, orders, and other similar documents. Client designates Morgan L. Weinstein, Esq. as its representative with power to bind Client in connection with representation under this engagement.

Retention of Files. Upon termination of our engagement, Client may upon written request, take possession of all of Client's files including any property or items furnished by Client or otherwise relating to the services. We have the right to retain copies at our expense of all items contained in



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those files. If Client does not elect to take custody of the files, we will retain the files for what we consider to be a reasonable time at which time the files will be disposed of without further notice to you. Our current policy is to dispose of all files five (5) years after termination of our engagement, and you agree that we may do so.

Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available relevant to our representation. You agree to notify us promptly of any change in the address or contact data for Client.

Choice of Law. Our engagement is entered into under and shall be governed by the laws of the State of Florida excluding its choice of law provisions, even if our services involve actions and representation in other jurisdictions.

Integration. This Agreement constitutes the full and complete understanding between you and our firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be in writing signed by all parties.

Please sign and date the accompanying copy of this letter and return to our office using the enclosed envelope or by facsimile or electronic mail. Your signature delivered by facsimile or electronic mail will be effective as an original. The effective date of this Agreement will be the date we receive copies showing execution by the Client and payment of the initial retainer.

If you have any questions about the provisions of this letter, please contact me. We appreciate your confidence in us.

Sincerely,

Twig, Trade, & Tribunal, PLLC

Morgan L. Weinstein, Esq.

Date: _____

We have read, understand, and agree to the terms of the above engagement letter:

Patricia Sahn

Date: _____

