

of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

## TAX DISCLOSURE AND ACKNOWLEDGMENT:

CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.

FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER

The Client agrees to communicate solely with the attorney via email, unless an emergency arises. I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

READ, APPROVED AND ACCEPTED	$O_{\Lambda}$
Date: May 1, 2023	Velycia Sahm
	Patricia Sahm, Client
	By:
	Amber Patwell Attorney



### V. EXPENSES

- 5.01 All reasonable expenses incurred by the Attorney in the handling of this legal matter shall be paid by Client as incurred.
- 5.02 Any expenses not timely paid by Client shall be deducted by the Attorney prior to Client receiving his interest in the amount set forth in paragraph two (2) above. Client shall remain liable and promptly pay for all expenses incurred in this representation.

## VI. FLORIDA LAW TO APPLY

6.01 This Agreement shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Agreement shall be Pinellas County, FL.

#### VII. PARTIES BOUND

7.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

### VIII. LEGAL CONSTRUCTION

8.01 In case any one or more of the provisions contained in this Agreement shall, for any

reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### IX. PRIOR AGREEMENTS SUPERSEDED

9.01 This Agreement constitutes the sole and only agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed herein.

### X. RESOLUTION OF FEE DISPUTES BY ARBITRATION

10.01 Any controversy or claim arising out of or relating to a fee charged pursuant to this Contract shall be settled by arbitration under the fee arbitration rule of the Rules Regulating The Florida

Bar. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability

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# ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT ("Agreement") is made on May 1, 2023, in Pinellas County, between Pat Sahm ("Client"), and AMBER PATWELL LAW, of St. Petersburg, Pinellas County, FL ("Attorney"). In consideration of the mutual promises herein contained, the parties hereto agree as follows:

## I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs the Attorney to represent Client in the following matters: Case Type: foreclosure with Elliot Bernstein, guardianship

#### II. ATTORNEY'S FEE

2.01 The Client agrees to pay the Attorney a non-refundable retainer of \$6,000.00, which is an advance fee, earned upon receipt. The Client agrees to pay for the Attorney's time for the family law action at the following hourly rates: THREE HUNDRED DOLLARS PER HOUR (\$300/hr).

The Client understands that the amount of \$6,000 provides 20 hours of legal representation. If the Client's balance is \$500 or below, the Client agrees to pay an additional advance refundable retainer of \$6,000. The Client is not paying any funds upon execution of this retainer agreement. The Client will permit the attorney to take the funds from settlement fees obtained from either the foreclosure matter or the probate matter.

## III. APPROVAL NECESSARY FOR SETTLEMENT

- 3.01 The Attorney is authorized to enter into any and all settlement negotiations on behalf of those whom the Attorney represents.
- 3.02 No settlement shall be made without Client's approval, nor shall Client obtain any settlement on the aforesaid claims without the Attorney's approval.
- 3.03 Attorney is granted a limited power of attorney so that the Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reduce to possession any and all monies or other things of value due to Client under this claim as fully as Client could do so in person.

# IV. REPRESENTATIONS

4.01 It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to Client by Attorney. Attorney has not represented to Client that Client will recover all or any of the funds so desired. Client also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to Client, except for those set out in this Agreement.

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