

# CONTINGENT FEE AGREEMENT

Effective Date: April 21, 2023

## RECITALS

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A. Uptown Place Condominium Association, Inc. (the "Client") desires to retain the law firm of Ball Janik LLP ("Attorney") to represent Client in asserting claims against potentially liable parties for construction and/or design defects, and the resulting property damage, to the condominium project known as the Uptown Place Condominiums located in Orlando, Orange County, Florida (the "Project").

B. Based on an assessment of the litigation risk, Client and Attorney have agreed that Attorney will represent Client under a pure contingent fee arrangement, with specific contingent-fee percentages set forth below, on the terms set forth in this Contingent Fee Agreement ("Agreement").

## AGREEMENTS

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1. The Client retains and employs Attorney to represent Client in prosecuting the claims set forth in Recital A above. Client agrees to cooperate with Attorney and others working for Client's benefit by, among other things, keeping appointments, appearing for depositions, assembling and producing documents, attending special court appearances, and providing and coordinating access to the community for expert inspections.

2. Attorney agrees to provide conscientious, competent, and diligent services to represent Client. Partners Phillip E. Joseph, James C. Prichard, and Evan J. Small will be the primary attorneys for Ball Janik LLP. However, Attorney may assign all or a portion of the work to be performed to associates or to other attorneys in the firm and may use paralegals or others working under an attorney's supervision.

3. Attorney will be paid for its work only if it obtains a recovery for Client, except as provided in paragraph 7. If Attorney obtains a recovery for Client, Attorney will receive a percentage of such recovery as an attorneys' fee as follows:

- Thirty-Three percent (33%) of the total sums recovered prior to the filing of a Lawsuit in this matter.
- Thirty-six percent (36%) of the total sums recovered, by trial or settlement, within one (1) year of the filing of a Lawsuit in this matter.
- Thirty-eight percent (38%) of the total sums recovered, by trial or settlement, between one (1) and two (2) years after the filing of a Lawsuit in this matter.
- Forty percent (40%) of the total sums recovered, by trial or settlement, two (2) or more years after the filing of a Lawsuit in this matter.

- (a) "Sums recovered" or "recovery" means the entire amount of any collected settlement or judgment in favor of Client, including any award or settlement for pre-judgment interest, attorney fees, any portion of a punitive-damage award or settlement not allocated to the Department of Justice, and the reasonable value of any non-monetary benefit to Client as determined by Client, Attorney, and an expert mutually approved by Client and Attorney, or, in the event Client and Attorney cannot agree on a single expert, by a panel of three experts with Client and Attorney each selecting one expert and the two experts then choosing the third. Client understands that all costs and expenses shall be deducted from Client's portion of any recovery. Client is responsible for payment of any applicable taxes. **No settlement shall be made without full knowledge and consent of Attorney and Client.**
- (b) "Lawsuit" means any legal action filed by Attorney in state or federal court on behalf of Client, and includes any claims submitted to arbitration by Attorney on behalf of Client.
- (c) The attorneys' fees and costs provided for in this Agreement shall be a lien upon any cause of action and any recovery related to this matter. By this agreement, Client grants Attorney a consensual lien and agrees to sign any necessary documentation perfecting such a lien on any recovery for the amount of any unpaid attorneys' fees and costs.
- (d) If there is a legal basis for doing so, Attorney will seek to recover from the opposing party the reasonable attorneys' fees incurred by Client. Client acknowledges that such fees will be calculated by multiplying Attorney's hourly rates by the number of hours spent by Attorney. Client agrees to fully cooperate with Attorney's efforts, if any, to recover attorneys' fees from the opposing party. If there is such an award or payment of attorneys' fees, Attorney is entitled to elect, in its sole discretion, one of the following methods of calculating the fee owed:
- (i) Attorney may include such award or payment of attorneys' fees in the "sums recovered," and then calculate the contingent fee owed using the percentages provided above;
  - (ii) Attorney may be paid the full award or payment of attorneys' fees in lieu of the percentage fee provided above; or
  - (iii) Attorney may be paid the percentage fee provided above with the award or payment of attorneys' fees applied as an offset to any percentage fee owed.
- (e) **Subject to paragraph 7 below, if no recovery is made on Client's behalf, then Client is NOT liable for attorney's fees to Attorney and NOT liable for the actual costs and expenses incurred by Attorney. Moreover, if the consultant Attorney retains to perform an investigation of the Project concludes that the Project does not have**

**systemic and significant defects, Client may terminate this Agreement within 14 calendar days of receiving the consultant's preliminary report, and shall have no liability for any costs or fees.**

4. Client agrees to be responsible for its pro rata share of costs and expenses including, without limitation, expert services, filing fees, service fees, computer research fees, court-reporter fees, long-distance telephone charges, internal and third-party copying charges, mediator fees, travel expenses, and messenger fees. **However, Ball Janik LLP will advance costs and expenses on Client's behalf for the duration of the litigation in order to diligently prosecute the claims set forth in Recital A above, and will not charge Client interest on advanced costs and expenses.** All unpaid costs and expenses incurred by Attorney on Client's behalf will be deducted from Client's share of any sums recovered, or will be promptly paid by Client if Client terminates Attorney's representation. **If no recovery is made on Client's behalf, then Client shall NOT be responsible for any costs advanced by Ball Janik LLP.** Client agrees that Attorney may employ investigators and experts as may be required to prepare, pursue, and litigate the claims set forth in Recital A above. Notwithstanding the foregoing, Attorney shall obtain Client's prior approval for costs that cumulatively exceed \$5,000. Attorney is authorized to pay the investigators' and experts' fees or expenses and then seek reimbursement from Client out of any recovery or at termination of Attorney's representation. Attorney will strive to keep costs and expenses as low as reasonably possible commensurate with the estimated value of the claims. **Attorney will not advance costs and expenses for Client to perform repair work, including related architectural or engineering fees.**

5. Attorney may receive any Client-approved settlement or judgment amount and may retain from such amount Attorney's compensation pursuant to the terms of this Agreement. Before disbursing the remainder to Client, Attorney will also deduct the amount of any costs and expenses advanced by Attorney on Client's behalf.

6. In the event of a settlement or judgment, the net recovered amounts due to the Client will be sent to the Association to be used as determined by the Board.

7. This Agreement may be cancelled by Client, by written notification to Attorney at any time within three (3) business days of the date this Agreement was signed, as established by the Effective Date above, and if cancelled Client shall not be obligated to pay any fees to Attorney for work performed during that time. However, if Attorney has advanced costs or expenses on Client's behalf before such cancellation, then Attorney is entitled to be reimbursed for such amounts as Attorney reasonably advanced on Client's behalf. Thereafter, Client may terminate this Agreement at any time and for any reason, subject to the following terms:

(i) If the representation is terminated, Attorney will assist in the transition to new counsel, if any;

(ii) If Client terminates the representation, within thirty days of such termination, Client shall pay to Attorney an amount equal to Attorney's hourly rates in effect on the termination date for time expended on Client's behalf, commencing on the Effective Date and continuing until paid, plus all unreimbursed costs, and Attorney shall have an attorney's lien under Florida law on any judgment or settlement recovered; and

(iii) Client shall promptly reimburse all costs and expenses which Attorney has advanced on Client's behalf.

As an alternative to payment in subsection (ii) above, Client agrees that Attorney may elect in their sole discretion to have an attorney's lien (pursuant to Florida law) on, and take a portion of, any recovery obtained by other counsel proportional to the number of hours expended by Attorney and the number of hours expended by other counsel, plus unreimbursed costs.

8. Attorney makes no warranties or representations to Client concerning the successful termination of Client's claims or the favorable outcome of any legal action that may be filed, and Attorney does not warrant or guarantee any recovery. All statements of Attorney on these matters are statements of opinion only.

9. This Agreement constitutes the entire agreement between Attorney and Client, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on Attorney except to the extent incorporated in this Agreement. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

10. Client and Attorney warrant that the signers of this Agreement have full authority to sign on behalf of each party. Attorney will take direction from and will communicate with the Board of Directors for Client.

**YOU ARE ENTITLED TO RESCIND THIS AGREEMENT WITHIN THREE (3) DAYS AFTER SIGNING, UPON WRITTEN NOTICE TO ATTORNEY.**  
(Please read the explanation on the following Client Bill of Rights before signing.)

We have read this Agreement, we understand it, and we agree to its terms.

**ACKNOWLEDGED AND AGREED:**

**UPTOWN PLACE CONDOMINIUM  
ASSOCIATION, INC.**

**BALL JANIK LLP**

Signature: 

By: 

Phillip E. Joseph, Partner

Printed Name: VINCENT SORRENTINO

Title: PRESIDENT

Phone Number: 407-426-8285 ext. 203

E-Mail Address: VSORREN@GVB@aol.com

**STATEMENT OF CLIENT'S RIGHTS UNDER  
CONTINGENT FEE AGREEMENTS**

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a 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 recovered in a case. You, the client, have 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 talk with other lawyers.
2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 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. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you 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 3-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have 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 necessary 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. You also

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

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. 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 your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have 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, have 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 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.

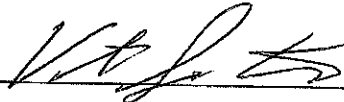
11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about 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 lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating the Florida Bar) be included in your fee contract.


**[SIGNATURES ON NEXT PAGE]**

**ACKNOWLEDGED AND AGREED:**

**UPTOWN PLACE CONDOMINIUM  
ASSOCIATION, INC.**

**BALL JANIK LLP**

Signature: 

By:   
Phillip E. Joseph, Partner

Printed Name: VINCENT SORRENTINO

Title: PRESIDENT

Home Address: \_\_\_\_\_

Phone Number: 407.462-9507

E-Mail Address: VJSORREN@G06.AOL.COM