

# Shraybman Law, PLLC

9 Island Ave., Ste. 2311, Miami Beach FL 33139 | 305.984.3957 | [jessica@shraybmanlaw.com](mailto:jessica@shraybmanlaw.com)

December 2, 2017

**VIA EMAIL**

Flamingo Shore, LLC  
Attn: Michael James  
[mrj365@gmail.com](mailto:mrj365@gmail.com)

**CONFIDENTIAL**

**Re: Terms of Engagement**

Dear Michael:

Thank you for considering our law firm. We appreciate the opportunity to be of service, and look forward to representing you. This letter and the enclosed Terms of Engagement set forth and confirm the terms and conditions under which Shraybman Law, PLLC shall undertake the representation of your company, **Flamingo Shore, LLC**.

I will have primary responsibility for the legal services provided, with assistance from others within and outside the firm, as applicable.

My current hourly rate is \$250/hr. It is likely that others may be called upon to work on your behalf. In each such case, their names and hourly rates will appear on our monthly statements. In general, the range of their current hourly rates is \$75 - \$250/hr.

Additional information regarding fees and other important matters appear in the enclosed Terms of Engagement. Please indicate your acceptance of the terms of this letter and the Terms of Engagement by signing where applicable returning a copy to us, along with any requested retainer.

If you have any questions regarding this letter, please feel free to call. We look forward to being of service.

Best Regards,

*Jessica Shraybman*  
Founding Partner

Enclosure

## TERMS OF ENGAGEMENT

### **FIRM STAFFING**

I will have primary responsibility for the legal services contemplated under this agreement. From time to time, I may also utilize other attorneys, paralegals, and staff within or outside the firm.

### **BILLING**

Unless we agree otherwise in writing, our fees for services will be based on time spent working on your matter, computed at our hourly rates per the attached Fee Addendum. From time to time, we may incur costs on your behalf for which we will bill you, as discussed in more detail below.

We will bill you on a monthly basis and all of our statements are due and payable upon receipt. We reserve the right to decline to perform further services if your account is thirty (30) days or more past due. In such an event, you agree that we may terminate our services and withdraw from engagement.

We reserve the right to raise our hourly rates at our sole discretion and election, but we will provide you with reasonable notice before doing so. Generally, rate increases occur in January.

In addition to our fees for services, you will be responsible for all out-of-pocket expenses incurred on your behalf. Typical costs are government fees, printing and postage, travel expenses, courier services, delivery charges, photocopying, and on-line database retrieval charges. We anticipate making advances to cover out-of-pocket costs incurred, but reserve the right to forward to you any larger items with a request that you pay them directly. All third-party professionals who may be recommended or required shall enter into separate agreements with you.

### **ADVANCE DEPOSIT**

In order to commence representation, we require a **\$1,850** payment as an advance towards professional fees (the "advance deposit"). The advance deposit will be held in a trust account until representation is concluded, and will be set off against the final bill in this matter. However, if any monthly statements are not paid before coming past due, we will have the right, in our sole discretion, to apply all or any portion of the advance deposit, or any replenished amount thereof, being held in trust by us to your outstanding balance. Should that become necessary, you will still be responsible for any remaining balance and we will have the right to terminate and withdraw from any further representation of you if it remains unpaid. Notwithstanding the foregoing, upon request, in our sole discretion, a portion of the advance deposit may be applied to monthly statements.

If we use the advance deposit to pay any outstanding statements, we reserve the right to notify you, whereupon you will promptly replenish the advance deposit so that at all times there is **\$1,850** on deposit. If the advance deposit is not replenished within thirty (30) days, we reserve the right to terminate our representation of you and withdraw as your counsel. You specifically authorize us to apply all or any portion of the advance deposit, or any replenished amount thereof, to any monthly statements that are not paid before coming thirty (30) days past due.

### **CLIENT'S OTHER RESPONSIBILITIES**

Your cooperation and assistance is key to effective representation. Therefore, you agree to cooperate fully with us and to promptly provide us all information known or available to you relevant to our representation, including providing information and documents requested in a timely fashion, cooperating in scheduling and related matters, responding to telephone calls and correspondence in a timely manner, and informing us of changes in your address, telephone numbers, and other contact information.

### **TERMINATION**

You may terminate this agreement at any time upon giving us reasonable notice subject to the requirements of the attached Fee Addendum. We may likewise terminate this agreement and withdraw as counsel for you at any time, upon giving you reasonable notice.

Termination of our services will not affect or relieve you from your obligation and responsibility to pay us for our services rendered and costs that we incur on your behalf before termination and in connection with an orderly

transition of this matter. Notwithstanding whether this agreement is terminated, you also agree to pay our costs and expenses, including reasonable attorneys' fees incurred in collecting any amounts due and owing us as a result of our representation of you, including in any lawsuit brought by us to collect such amounts from you. You also consent to the state and federal courts located in Miami-Dade County, Florida, as a venue for any such lawsuit.

## CONFLICTS

Without detracting from our duty of confidentiality to you, we may without your consent act for other persons or entities whose interests are adverse to you in matters not substantially related to our engagement by you. The adversity may be in any type or significance of matter.

We agree, however, that we will not act adversely to you in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary, or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your disadvantage.

\* \* \*

We are not acting as your counsel in advising you with respect to this letter, as it would constitute a conflict of interest on our part. We recommend you consult with independent counsel of your choosing in determining whether to accept the terms of our representation. In addition, if you have questions or would like any additional information, we will be glad to discuss this matter with you.

If the foregoing and attached Fee Addendum correctly states our understanding regarding our representation of you, please sign both as indicated and return a fully executed copy and the originals to me at your earliest convenience. Please also keep a copy of both for your records.

Unless we agree otherwise in writing, the terms of this letter and Fee Addendum shall govern this engagement and future assignments or engagements that we accept from you. By signing below, you also agree that electronic signatures and facsimile, scanned, and e-mailed executed copies of this letter shall have the same force and effect as original signatures.

This agreement shall be construed under and governed in all respects by the laws of the State of Florida, USA, without regard to its conflicts of laws provisions.

## ACKNOWLEDGMENT

The above letter correctly sets forth our agreement.

### Flamingo Shore, LLC

DocuSigned by:  
*Michael James*  
3056D1A9A0304E0...  
Signature

Michael James MGR

Name and Title

(786) 801-7960

Phone Number

dev@flamingoshore.com

Email

## **FEE ADDENDUM**

### **Limited Scope of Representation.**

This is an Agreement to perform the following legal services for a flat rate:

1. Draft Licensing Agreement.

### **Special Terms.**

None.

### **General Terms.**


\$1,850 advance deposit is due upon signing. Representation commences upon receipt of an executed copy of the Engagement Letter, Fee Addendum, and the advance deposit. All work performed by law firm for this assignment or any future assignments will be billed at firm's standard hourly rates as shown below.

### **Standard Hourly Rates.**

Senior Attorneys - \$250/hr.  
Associate Attorneys - \$175/hr.  
Paralegals - \$150/hr.  
Clerical Staff - \$75/hr.

### **Acknowledgment of Fee Addendum**

### **Flamingo Shore, LLC**

DocuSigned by:  
  
3056D1A9A0304E8...  
Signature

Michael James                      MGR  
\_\_\_\_\_  
Name and Title

**Client Credit Card Authorization Form**

I, Michael James, authorize Shraybman Law, PLLC to keep on file and charge the credit card listed below for legal fees and expenses related to completion of the services described in the Engagement Letter and Fee Addendum that is the subject matter of this Agreement.



Credit Card Information:

- ☐ Visa  
☒ MasterCard  
☐ American Express

Credit Card Number: 5466 1604 0329 8324

Expiration Date: (month/year) 04/20 Security Code 809

Name on Card (print): Michael James

Billing Address: 2899 Collins Ave, PH K, Miami Beach, FL, 33140

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Cardholder's Signature: DocuSigned by:  
*Michael James*  
3056D1A9A0304E8...

Printed Name: Michael James