

## AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT

I, the undersigned Client, (hereinafter "Client") do hereby retain and employ WILLIAM C. OWEN of WILLIAM C. OWEN, LLC, and DOUGLAS S. LYONS of LYONS AND FARRAR, P.A., DOUGLAS S. LYONS, P.A. and JAMES G. FEIBER, of SALTER, FEIBER, MURPHY, HUTSON & MENET, P.A. as my attorneys (hereinafter "Attorneys") to represent me in the following matter or claim:

**Claims for ad valorem property tax overpayments made on Florida residential properties attributable to disparate tax shelters afforded homesteaders in Florida by the Save Our Homes Amendment (SOHA).**

### CLASS ACTION

**[This section, composed of the following three paragraphs, only applies if the subject matter is pursued for class action relief.]**

As a condition of this representation, Client agrees to and hereby authorizes Attorneys to file the above described claims in pursuit of class action relief for Client and all others similarly situated.

If such class action relief is undertaken, Client understands that he (she) is the representative of a class of persons similarly situated and agrees to represent the interests of such class and to appear for depositions and, if necessary, the trial of the case. **Client also understands that Attorneys, in their sole discretion, may determine that this case is not one which is appropriate for class action treatment, in which event they will continue to represent Client in an individual capacity.**

In the event class action relief is determined to be appropriate, Client understands that the attorney's fees may be based on the aggregate compensation awarded for the entire class and that such fees are likely to exceed the individual recovery of the Client.

### ATTORNEY'S FEES

**This is a contingency fee contract based on percentages and conditions outlined below. If no recovery or savings is made, Client will not be indebted to said Attorneys for any sums whatsoever as attorney's fees except as otherwise specifically provided herein. As compensation for services rendered by Attorneys, Client agrees to pay said Attorneys collectively the greater of the following fees:**

- A. A non-refundable retainer for attorney's fees and legal costs as defined below, in the sum of \$500.00. My attorneys shall combine my retainer payment with the retainer payment of other clients to create a fund for payment of litigation fees and expenses. Monthly draws against the fund so created are hereby authorized at a rate equal to 1/2 of the standard hourly rates which range from \$125.00 per hour for paralegal and law clerks to \$450.00 per hour for senior attorneys. I understand that the retainer sum of \$500.00 is my total obligation and financial exposure for fees and costs under this Agreement, unless a "recovery" occurs as specified below.
- B. For the purpose of this provision, the term "recovery" means the total gross recovery or gross savings to the Client, exclusive of all costs and expenses incurred on their behalf.
  - (1.) 33 1/3% of any recovery
  - (2.) An additional 5% of any recovery after notice of appeal is filed or postjudgment relief or action is required for recovery on the judgment.
  - (3.) In determining the contingent percentage to be paid under this Agreement, the percentages set forth above shall be applied to the total recovery, plus any court awarded Attorney fees. In other words, the fee shall be arrived at by taking the total Attorneys' fees awarded by the court, adding to it the recovery by judgment or settlement, and applying the contingent percentage for attorneys' fees to that sum.
- C. A court awarded fee;
- D. A fee agreed upon between Attorneys and Client;

**COSTS**

If the Attorneys incur or advance payment for costs on behalf of Client in their representation, they are entitled to be reimbursed for such amounts as they have reasonably advanced or incurred on behalf of Client and the recovery of same from the above fund or any settlement or judgment proceeds. Costs include, but are not limited to: out of pocket expenses such as long distance telephone charges, postage, photocopies, computer generated research fees; travel reimbursement; court reporter fees; witness/mileage fees for deposition, hearings and trial; service of process; investigations; expert witness fees; demonstrative aids; and, charges for copying information from other sources, etc.

**DIVISION OF FEES**

Client understands that the attorney's fees as determined herein may be divided among lawyers who are not in the same firm. Client further understands that any such division does not contemplate a division of such fees based upon a mere referral of the work to be performed under this Agreement, but that each such participating attorney and their respective law firms assume joint legal responsibility for the representation of clients and agree to be available for consultation with clients. Client accordingly empowers said participating attorneys to determine among themselves how to allocate their fees, and does hereby authorize and agree to their division of the fee in any manner they deem to be fair and reasonable. Said attorneys agree to provide Client with information concerning their division of fees upon request and at the time of any settlement or final disposition of this matter.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS EXECUTED AGREEMENT AND STATEMENT OF CLIENT'S RIGHTS.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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PRINT OR TYPE NAME

\_\_\_\_\_  
CLIENT SIGNATURE

SS# \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
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DATE OF BIRTH \_\_\_\_\_  
PHONE # \_\_\_\_\_  
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DATE OF BIRTH \_\_\_\_\_  
PHONE # \_\_\_\_\_  
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Douglas S. Lyons is authorized to sign this Authority to Represent on behalf of all attorneys.

LYONS AND FARRAR, P.A. and  
DOUGLAS S. LYONS, P.A.

By: \_\_\_\_\_  
Douglas S. Lyons  
325 N. Calhoun Street  
Tallahassee, Florida 32303  
(850) 222-8811  
(850) 222-5583 - facsimile