



KAUFMAN ENGLETT & LYND

You Have Questions. We Have Answers.

111 N Magnolia Ave., Suite 1600, Orlando, FL 32801

www.kelattorneys.com • Office: (407) 513-1900

Fax: (407) 513-1971

**FORECLOSURE LITIGATION DEFENSE/LOSS MITIGATION**

**ENGAGEMENT CONTRACT FOR ATTORNEY’S SERVICE**

Thank you for selecting the Law Office of Kaufman, Englett and Lynd, PLLC (hereafter, referred to as “KEL”) to represent you. We appreciate the opportunity to be of service to you and hope to provide you with the highest quality and most professional legal services.

This contract will govern our service relationship with regards to your case. Therefore, you should read it carefully to ensure that you understand all of the following provisions.

**A. Fees**

1. This Engagement Contract requires a flat fee for professional services rendered in the amount of \$ \_\_\_\_\_. Fees must be paid in full at the time KEL is engaged unless otherwise agreed, in which case your Fee payments must be timely paid as set forth below:

Initial Payment	\$ _____	Date ____/____/____	Initials _____
Payment #2	\$ _____	Date ____/____/____	Initials _____
Payment #3	\$ _____	Date ____/____/____	Initials _____
Payment #4	\$ _____	Date ____/____/____	Initials _____

2. The Fees noted above include Attorney Fees **and intended as a pure retainer and are fully earned and non-refundable upon engagement of the firm.** These Fees DO NOT INCLUDE any litigation costs associated with this Engagement Contract. You are responsible for all litigation costs, which include but may not be limited to court costs such as filing fees, court reporter fees and the cost of mediation if so ordered by the Court. **KEL will not advance any costs unless otherwise agreed, in writing.**

**B. Purpose of Engagement:** KEL'S representation of you will be limited to the following:

1. Legal defense in a first mortgage foreclosure action, \_\_\_\_\_ County Circuit Court Case No.: \_\_\_\_\_, ;
2. IF APPLICABLE: legal defense in a second mortgage foreclosure action, \_\_\_\_\_ County Circuit Court, Case No.: \_\_\_\_\_; and
3. Any necessary loss mitigation efforts, which include but will not be limited to negotiating with client's lender for loan modification purposes or any short sale efforts.
4. Loss mitigation efforts arising from the noted foreclosure action.
5. IF APPLICABLE: legal defense and loss mitigation efforts related to Home Owner Association or Condominium Owner Association liens. If HOA/COA foreclosure action, \_\_\_\_\_ County Court, Case No. \_\_\_\_\_.

**Note our fee will be the greater of above referenced amount or reasonable attorneys fees awarded in your favor; whichever is greater.**

**B-1: End of Engagement:** KEL'S representation of you will be concluded once one of the following has occurred:

1. Your lender (s) and you have agreed on a modification of your loan (s), a repayment plan or any other combination of settlements that result in you keeping your mortgage with the current lender and return to a current status.
2. Your lender(s) & you have agreed to Consent to Judgment or Deed in lieu of foreclosure.
3. Your home is sold either by way of sale, short sale or foreclosure.
4. Your Foreclosure Case (whether mortgage or HOA/COA foreclosure) has resulted in a final judgment from the trial Court disposing of the property via court ordered sale.

**NOTE that the fees described above DO NOT include any appeals of your case to a higher Court or any costs associated with the representation.**

### **C. Conflict of Interest**

In the event that this Firm perceives any conflict of interest whatsoever, or if you fail to pay fees and or costs when due, we shall have the right to immediately withdraw from representing you. In the event this Law Firm moves to withdraw for non-payment of any fee or cost you agree to consent to this request and not oppose in any way the relief requested by this Firm. In the event of any litigation arising out of this agreement, the prevailing party is entitled to reasonable attorney's fees and costs, both at trial and on appeal. The venue for any such action will be exclusively in Orange County, Florida.

#### **C-1. Client's Responsibility to Cooperate:**

It is understood between the client and KEL that the client has an ongoing responsibility to provide information as requested by KEL and its staff for the purposes of properly handling the client's case. This information includes, but is not limited to, financial information necessary for purposes of loss mitigation. It is further understood by the client and KEL that this information will typically need to be updated numerous times during the loss mitigation process. In the event that the client fails to provide information in a timely manner, KEL reserves the right to withdraw from representing the client.

**Time Restriction:**

- 1. KEL'S flat Fee shall apply to all work performed (litigation and loss mitigation) on your case for a period of TWELVE (12) MONTHS. If your foreclosure action has not been resolved as described above in Section B-1, KEL'S representation will automatically terminate unless otherwise agreed IN WRITING.**
- 2. If you wish to continue to employ this firm after this 12 month period we will negotiate with you at that time regarding a fee for continued representation. Most cases are resolved within the 12 month period, but there are instances where cases have gone on past that point.**

**D. Commencement of Representation:**

- 1. IT IS EXPRESSLY UNDERSTOOD between KEL and you that KEL will not pursue any actions on your behalf until such time as KEL'S full flat Fee is paid, or the Initial Payment has been tendered to KEL.**
- 2. KEL SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES THAT OCCUR IN YOUR CASE IN THE EVENT THAT THERE IS A DELAY IN THE PAYMENT OF KEL'S FEES.**
- 3. THE EFFECTIVE DATE OF THIS ENGAGEMENT CONTRACT SHALL BE DEEMED TO BE THE DATE THAT YOU PAY KEL'S FULL FLAT FEE OR INITIAL FEE PAYMENT ONLY AND NOT THE DATE THAT YOU SIGNED THIS ENGAGEMENT CONTRACT.**

**E. Entire Agreement:**

This agreement is the entire agreement between us and shall not both parties sign modified or amended except in writing. KEL and its attorneys, employees and agents have made no representations to you, and you have not relied on any representations, which are not contained in this agreement.





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## Addendum to Contract

### Consent to Withdraw

I hereby consent that The Law Office of Kaufman, Englett and Lynd, PLLC may withdraw from my case at any time that they perceive a conflict of interest, which includes but is not limited to failure to make timely payments for services rendered. If I fail to pay fees and or costs when due, KEL shall have the right to immediately withdraw from representing me. In the event this Law Firm moves to withdraw for non-payment of any fee or cost I agree to consent to this request and not to oppose in any way the relief requested by this Firm.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name Printed

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name Printed





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## **Borrower Signature Authorization and Notice of Representation**

### **Part I – General Information**

- Borrower(s) Name(s): \_\_\_\_\_
- Subject Property Address: \_\_\_\_\_
- Borrower(s) SS#(s): \_\_\_\_\_
- Loan Number(s): \_\_\_\_\_

File Number (s): \_\_\_\_\_

### **Part II – Borrower Authorization**

I hereby authorize Kaufman, Englett and Lynd, PLLC to act as my legal counsel for purposes of loss mitigation. Kaufman, Englett and Lynd, PLLC is authorized to negotiate with my lender (s), obtain all information requested including but not limited to payoff requests, payment history, CMA's and any all information that may be relevant to the loss mitigation process.

Further Kaufman, Englett and Lynd, PLLC and any employee, attorney or agent of that Firm is hereby authorized to negotiate on my behalf with the lender regarding any proposed short sale , refinance, loan modification, deed in lieu or other disposition of the property or any matter as it relates to foreclosure, if any, regarding this property. This authorization is binding and continuing and shall be in effect until such time as I revoke it writing. As such I expect that you my lender cooperate fully with my attorney, Kaufman, Englett and Lynd, PLLC as though you were dealing with me with respect to any requests for information regarding my account or loan with you.

**Authorized Parties: Diane France, Melissa Lombardo, Ezra Williams, Dana Russell, Christine Rama, Natasha Ramos, Ian Dempsey, Jonas Wonder, Rachel Bosco, Mark Munson, Annmarie Rodriguez, DaMonn Goehring, Jason Soell, Chad Brunz**



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**PASSWORD: MITIGATION**

**Part III – Notice of Representation**

I hereby request that my attorney, Kaufman, Englett and Lynd, PLLC be contacted from here forward regarding my loan modification efforts. Please forward any/ all litigation related documents (if any), emails and faxes to them directly. I further request that any phone calls be made directly to my lawyer as well. You may continue to send account statements directly to me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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### Credit Card Authorization

I, \_\_\_\_\_, hereby authorize Kaufman, Englett & Lynd, PLLC to charge an amount of \$\_\_\_\_\_.00 to the credit card listed below for purposes of representation.

I understand that the charged amount is non-refundable.

Credit Card # \_\_\_\_\_

Type of Card: \_\_\_\_\_

Expiration Date \_\_\_\_\_

Name on Credit Card \_\_\_\_\_

Billing Address \_\_\_\_\_

Security # from Back of Card \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\* I understand that if I choose the payment plan option that the above referenced card will be charged 30 calendar days from the day of the first charge to cover the next portion of my payment and each subsequent 30 calendar days until firm fee paid in full.



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***Thank you for hiring the Law Firm of Kaufman, Englett & Lynd. We appreciate that you have chosen our firm to handle your case and take the privilege of representing you seriously. Below we discuss our relationship with you, our valued client. This information is provided to loan modification, short sale, and foreclosure defense clients to ensure that you have accurate expectations in retaining our services.***

The main number we will be calling you from is (407) 513-1900. Please add this number to your cell and save it as "KEL". Answering our calls will help us to better serve you. If we are calling you it's for an important reason. Please also be sure to provide your KEL counselor with an email address that you can check and respond to daily.

**Counselor: \_\_\_\_\_ Client: \_\_\_\_\_**

Clients that retain the firm for these purposes typically have two objectives; either to retain their property or not. Accomplishing either of these objectives will be complicated and time consuming. Our strategy may change over the course of your case and the recommendations we provide you are based on your unique situation and goals.

**Counselor: \_\_\_\_\_ Client: \_\_\_\_\_**

We manage our cases using a team approach; where members are trained in a particular aspect of each stage of litigation or loss mitigation. As your case progresses you will be introduced to different KEL professionals. Do not be alarmed if you are contacted by multiple professionals throughout your representation; each has access to KEL's firm-wide software platform which allows all of our attorneys and paraprofessionals instant access to the specific details of your case.

**Counselor: \_\_\_\_\_ Client: \_\_\_\_\_**

Because every case is unique, each has a unique timeline. Your contract with our firm is for twelve months. If litigation, mitigation or both efforts take longer than twelve months, you may need to sign another contract with our firm. This will be addressed, if necessary, at the end of our contract.

**Counselor: \_\_\_\_\_ Client: \_\_\_\_\_**

It is our goal to provide comprehensive legal services at an affordable flat fee. In order to maintain this low rate, the legal staff assigned to your case will only contact you when a significant event occurs.

**Counselor: \_\_\_\_\_ Client: \_\_\_\_\_**

We understand you may have questions and that is why we have our Client Services Division. Client Services attorneys and paraprofessionals do not manage a case load; they are devoted solely to answering status questions regarding your case. They are always available at extension 7200 or at [status@kelattorneys.com](mailto:status@kelattorneys.com). Alternatively, you can log into our secure client case management site at

<http://portal.kelattorneys.com/> . Here you can view up to date events involving your case. Usernames and passwords are sent to each client within the first 30 days of representation.

**Counselor:** \_\_\_\_\_ **Client:** \_\_\_\_\_

Hiring an attorney for a loan modification or short pursuing a foreclosure action against you. This is tr lender.

**Counselor:** \_\_\_\_\_ **Client:** \_\_\_\_\_

Banks and lenders are large institutions with many layers. Once your loan goes into a delinquent status, which could be as early as 15 days late on a payment, you can expect dozens of calls per week. These calls are from their collections department whose sole purpose is to get you to make a payment. They will likely tell you that you are not represented by an attorney; do not let them rattle you. These collectors do not communicate with the bank's loss mitigation department or attorneys. Rest assured that KEL is in communication with the appropriate division within your lender.

**Counselor:** \_\_\_\_\_ **Client:** \_\_\_\_\_

Unfortunately, just because you have retained KEL does not mean your lender will stop collection activity. If this occurs, KEL may be able to assist in stopping these calls. If you continue to receive collection calls after you have advised them that you are represented by an attorney, please email [harassment@kelattorneys.com](mailto:harassment@kelattorneys.com) with details regarding these calls.

**Counselor:** \_\_\_\_\_ **Client:** \_\_\_\_\_

During the time KEL is handling your case, you will be asked for personal and financial documents. Please provide these as soon as possible. It is very common for the lender and our firm to re-request documents you have already submitted. The most common reason for re-requesting documents is to meet the lender's underwriting requirements. Even if your documentation has not changed, the lender will still require the most current version available. We don't want to re-collect it anymore than you want to resend it; don't let it discourage or frustrate you.

**Counselor:** \_\_\_\_\_ **Client:** \_\_\_\_\_

Please note, KEL cannot guarantee or promise a specific outcome for your case. We serve our clients to the best of our ability. We exercise appropriate and reasonable legal judgment to work toward resolving your case in a manner most favorable to you and your particular circumstances. However, it is impossible to predict how your lender will respond to our efforts and we cannot guarantee that you will be able to obtain the exact result you desire.

**Counselor:** \_\_\_\_\_ **Client:** \_\_\_\_\_

**Signature**

**Counselor:** \_\_\_\_\_

**Client:** \_\_\_\_\_