

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS
LITIGATION DIVISION

CASE NO: 2021-015089-CA-01
SECTION: CA43
JUDGE: Hon. Michael Hanzman

In re:
Champlain Towers South Collapse Litigation

APPLICATION FOR AWARD OF LEGAL FEES, COSTS, AND EXPENSES

Carlos A. Velasquez, Esq., as attorney for the ESTATE OF LUIS FERNANDO BARTH TOBAR (Case No. 2021-05319-CP02) and the ESTATE OF VALERIA BARTH GOMEZ (Case No. 2021-004930-CP02), comes before this court upon his Application For Award of Legal Fees, Costs, and Expenses, as required by this Court's Sua Sponte Order On Attorneys' Fees Claims entered on June 27, 2022, and in support thereof, states as follows:

1. The undersigned is a board-certified civil trial lawyer who has practiced law for over 34 years. During the course of my career, I have litigated and represented victims of aviation disaster cases, litigated wrongful death cases, litigated personal injury cases, litigated tobacco cases, defended global corporations and individuals in commercial litigation, and litigated in many class actions and complex litigation matters. See Profile of Carlos A. Velasquez, Esq. attached hereto as **Exhibit A**.

2. On June 24, 2021, LUIS FERNANDO BARTH TOBAR perished as a result of the collapse of the Champlain Towers South Condominium ("CTS").

3. On June 24, 2021, minor VALERIA BARTH GOMEZ perished as a result of the collapse of CTS.

4. On August 12, 2021, the brother of the decedent, Sergio Barth Tobar, and the mother of the decedent, Marta Maria Tobar Molina executed contracts retaining my law firm, Velasquez Dolan, P.A., and attorney Carlos A. Velasquez, Esq. to represent their interests regarding the unfortunate death of LUIS FERNANDO BARTH TOBAR. See **Exhibit B** attached hereto.

5. Also on August 12, 2021, Sergio Barth Tobar, uncle of the deceased minor VALERIA BARTH GOMEZ, and Marta Maria Tobar Molina, grandmother of the deceased minor, executed contracts retaining my law firm, Velasquez Dolan, P.A. and Carlos A. Velazquez, Esq. to represent their interests regarding the unfortunate death of VALERIA BARTH GOMEZ. See **Exhibit C** attached hereto.

6. The retainer agreement entered into with Sergio Barth Tobar and Marta Maria Tobar Molina (“Beneficiaries”) regarding the two cases referenced above were contingency fee contracts wherein the Beneficiaries agreed to pay to Velasquez Dolan, P.A. a percentage of the recovery obtained. Legal costs of Velasquez and Dolan, P.A. regarding their case would also be included in that percentage of the total recovery. See **Exhibit B** and **Exhibit C**.

ESTATE OF VALERIA BARTH GOMEZ

7. My role in the case of the ESTATE OF VALERIA BARTH GOMEZ was as co-counsel to attorney Carlos Silva and Silva & Silva P.A. During the course of that case, Velasquez Dolan P.A and I performed a considerable amount of work. For example, I spoke to and met with the beneficiaries of the Estate, I traveled to Miami for several meetings with co-counsel, my office obtained documents necessary for both the probate case and the subject case, my office assisted

with the preparation of necessary claims forms, and my office provided information to the Court and to Co-counsel which was necessary to reach a resolution of this matter.

8. Despite the fact that a considerable amount of legal services was provided regarding the ESTATE OF VALERIA BARTH GOMEZ case, the undersigned, individually, and Velasquez & Dolan, P.A. are not seeking an award of attorney's fees or costs in this matter.

ESTATE OF LUIS FERNANDO BARTH TOBAR

9. In the matter of LUIS FERNANDO BARTH TOBAR, after being retained, Velasquez Dolan secured and paid for the services of a probate lawyer to open the appropriate probate action and to have a Personal Representative appointed. During the course of this probate action, I had telephone conversations and exchanged e-mails with probate attorney, Michael D. Wild Esq., and the Beneficiaries, who reside in Miami-Dade County, Florida and Colombia. I monitored the progress of the case. I also presented documents requiring signatures, via international courier, to the Beneficiaries after explaining their contents and significance.

10. Once the decedent's brother, Sergio Barth Tobar, was designated by the probate court as the Personal Representative of the Estate, on December 17, 2021, Velasquez Dolan, PA promptly filed its' Complaint against the Defendants of the Champlain Towers South Collapse Litigation.

11. I am the partner who oversaw the day-to-day activities in this litigation. I am also the sole attorney who worked on the case of the ESTATE OF LUIS FERNANDO BARTH TOBAR. The undersigned is continuing to provide extensive legal services in preparation for the upcoming damages hearing as well.

12. During the course of my representation of the Personal Representative and the Beneficiaries, I provided extensive legal services including, but not limited to:

- a. Holding multiple meetings and conferences (3 to 4 times per month) with the Beneficiaries both in person and telephonically;
- b. Drafting the 31-page Complaint in this case;
- c. Participating in numerous conversations and electronic correspondence with the other attorneys representing victims of the collapse of CTS which benefitted my client;
- d. Attending most scheduled hearings in this matter and discussing the status and outcome of these hearings with my client;
- e. Monitoring the respective probate case in Colombia, ensuring I was apprised of all developments;
- f. Preparation of claim forms and supporting evidence;
- g. Hiring and consulting with an economic expert and psychology expert;
- h. Engaging in telephone conferences and meetings with client's Colombian personal attorney regarding the status of this case, damages, and evidence to be presented at the scheduled damages hearing.

13. Significant time was expended in order to gather a multitude of relevant documentation regarding the decedent's wage loss, tax records, employment records, and school records - all of which were translated by one of my certified paralegals. These documents were then provided to an expert economist retained by Velasquez Dolan, P.A., Bernard F. Pettingill, Jr., PHD, at an hourly rate. This cost is reflected in **Exhibit D** attached hereto.

14. Velasquez Dolan, P.A. also retained a neuropsychologist, Dr. Alejandro Arias, to interview and evaluate the psychological injuries of Marta Maria Tobar Molina as a result of the

untimely death of her son, LUIS FERNANDO BARTH TOBAR. This cost is reflected in **Exhibit D** attached hereto.

15. The details regarding my time and that of my paralegal in connection with the ESTATE OF LUIS FERNANDO BARTH TOBAR are reflected in computer records and supporting documentation prepared and maintained by Velazquez Dolan, P.A. in the ordinary course of our business. I have reviewed the printouts and documentation prior to the date of this Application for Legal Fees, Costs and Expenses.

16. During my review I confirmed, to the best of my ability, the accuracy of the time entries, the necessity for the work performed, the reasonableness of the time spent performing the work, and the time committed to this litigation. I waived fees related to any conversations with the Beneficiaries that were less than 30 minutes in duration. I eliminated any time that I considered duplicative of other work. I also adjusted time which I considered excessive for the task performed.

17. As a result of my review of the time entries and any adjustments, I believe that the time reflected in Velasquez Dolan P.A.'s lodestar calculation for which payment is sought is reasonable in amount and was necessary for the effective representation of the ESTATE OF LUIS FERNANDO BARTH TOBAR as stated in the Florida Bar Rules of Professional Conduct.

18. The number of hours spent on this litigation by me is 75.5 hours. The number of hours spent on this litigation by my paralegal is 49.8. Paralegal time was restricted to substantive work and communication with the clients as directed by me. See **Exhibit E** attached hereto and incorporated herein.

19. The lodestar amount for partner time based on the undersigned firm's current rates is \$ 950.00. This rate is reasonable and equal to or below the rate charged by other attorneys in

the legal community of South Florida in light of the undersigned's 34 years in practice; experience with trials and wrongful death cases; status as a board-certified trial lawyer since 2002; and experience with complex litigation.

20. The lodestar amount for a paralegal with over 15 years of experience is \$250.00. This rate is reasonable and commensurate with her experience and services provided in this case.

21. The total amount of legal fees for the services required for the reasonable, necessary, and effective representation of the ESTATE OF LUIS FERNANDO BARTH TOBAR is \$84,175.00.

22. An additional 11 hours of partner time and 5 hours of paralegal time, at a minimum, will be necessary for the preparation and effective representation of the ESTATE OF LUIS FERNANDO BARTH TOBAR at the upcoming damages hearing as well as to close out this case. This brings the total fees to \$95,875.00.

23. The total costs incurred by Velasquez Dolan, P.A. in connection with this matter currently is \$17,012.57. See **Exhibit D** which is attached hereto.

24. Lastly, following this Court's Sua Sponte Order On Attorneys' Fees Claims entered on June 27, 2022, the undersigned advised the Beneficiaries of the contents of the Order. The Beneficiaries were provided all of the facts and the status of the case as well as the "legal landscape." Nevertheless, the Beneficiaries and their Colombian personal legal counsel expressed to the undersigned that they would not be opposed to paying legal costs, expenses and fees as determined by this Honorable Court directly from their recovery in recognition of the extensive legal services, counsel, and attention (at all hours of the day and night) they received, so as not to affect the recovery of other victims and claimants.

25. Velasquez Dolan, P.A. hereby requests payment of legal fees and costs regarding the ESTATE OF LUIS FERNANDO BARTH TOBAR, as indicated above and/or as deemed reasonable, just, and equitable by this Honorable Court.

26. The Personal Representative of the ESTATE OF LUIS FERNANDO BARTH TOBAR, Sergio Barth Tobar, has been provided a true and correct copy of the foregoing Application For Award Of Legal Fees, Costs, And Expenses along with the exhibits.

Respectfully submitted,

Dated: 26th day of July, 2022

/s/ Carlos A. Velasquez

Carlos A. Velasquez, Esq.
Florida Bar No.: 755982
Velasquez Dolan, P.A.
Attorneys for Plaintiff
101 N. Pines Island Road, Suite 201
Ft. Lauderdale, Florida 33324
T:(954) 382-0533 / F:(954) 382-0585
Email: CVelasquez@vdlawyers.com
JanetP@vdlawyers.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that pursuant to Florida Rule of Judicial Administration 2.516 and Florida Rule of Civil Procedure 1.080, on this 26th day of July, 2022, a true and correct copy of the foregoing document was e-filed with the Clerk of the Court and served upon all counsel of record registered to receive service for this matter listed in Florida Courts E-Filing Portal.

/s/ Carlos A. Velasquez

Carlos A. Velasquez, Esq.
Florida Bar No.: 755982

EXHIBIT A

PROFILE OF CARLOS A. VELASQUEZ, ESQ.

Background

Carlos A. Velasquez was born in New York City, New York in 1963. He was admitted to the Florida Bar in 1988. In 1984, Carlos received his undergraduate degree from Florida Atlantic University where he earned a Bachelor's degree in Political Science. In 1988, Carlos earned his Juris Doctor Degree from Texas Southern University School of Law, Houston, Texas.

Carlos was a Founding Partner at Montero, Finizio, and Velasquez, P.A. from 1989 to 2003. In 2003, he formed the Law Offices of Carlos A. Velasquez, P.A. and subsequently, in 2013, Velasquez Dolan P.A.

Carlos practices in the areas of Aviation Litigation, Personal Injury and Wrongful Death Litigation, Insurance Litigation, Commercial/Business Litigation and Arbitration, and Complex Civil Litigation. Carlos was a Commissioned Officer with the United States Army Reserves JAG and is fluent in Spanish.

Education

- J.D. Texas Southern University School of Law, 1988
- B.A. Florida Atlantic University, 1984

Memberships and Certifications

- Board Certified Florida Bar (Civil Trial Law) 2002 to present
- The Florida Bar 1988
- Grievance Committee of the Florida Bar for the 17th Judicial Circuit, (1993-1996 member; 1995-1996 Chairman; 2007-2012 member)
- United States District Court for the Southern and Middle Districts of Florida

- United States Court of Appeals for the Eleventh Circuit
- United States Court of Military Appeals
- American Bar Association
- American Board of Trial Advocates
- Broward County Bar Association
- Broward County Hispanic Bar Association (Board Member 2005-2006; 2008-2009; 2009-2010)
- Broward County Justice Association
- Florida Justice Association
- Hispanic National Bar Association
- Million Dollar Advocates Forum

Honors and Awards

- Winner, Trial Lawyers Board of Regents Litigators Award 2015 (Personal Injury, Wrongful Death & Workers' Compensation)
- Member Million Dollar Advocates Forum
- Member Multi-Million Dollar Advocates Forum
- Legal Leaders of Florida and abroad (Miami Herald Publication)
- Florida and abroad Top Rated Lawyer 2012/2013
- Martindale-Hubbel AV Rated 5 Year Award 2008-2022
- Martindale-Hubbel AV Rated Judicial Edition 2012 - 2022
- Top Attorneys in Florida 2011
- Florida Super Lawyers 5 Consecutive Year Award 2006-2022
- Certificate for Meritorious Service-Florida Bar 1996

Speaking Engagements, Published Work, & Films

- *Mucho Mucho Amor: The Legend of Walter Mercado*, Netflix, Directors – Constantini, C., Tabach, K, 2020, Production – Fumero, A, Malahiazar, K, Foster, D, Plunkett, J, Leingang, L, Pachal, M, Available from <https://netflix.com>.

- Blood in the Water: Feeding Frenzies and the Mass Tort Phenomenon – co-authored – Walter Champion, Carlos A. Velasquez – published 2021
- NTSB Air and Transportation Conference 2013
- Aviation Disaster Litigation - The Florida Bar
- Updates on Aviation law and Verdicts in Florida – Pensacola, FL 2012
- Blue Angels Seminar, November 1996
- Hispanic Bar Association Seminar, Aviation Section, regarding recent changes in aviation litigation and damage presentation, October 1999
- ABA Aviation Litigation Seminar on representing clients out of South and Central America.

EXHIBIT B

VELASQUEZ DOLAN

LITIGATION ATTORNEYS

CONTRATO DE REPRESENTACIÓN

YO, SERGIO BARTH TOBAR, como Representante Personal del Patrimonio de Luis Barth, el cliente abajo firmante, por la presente retengo los servicios del Bufete de Abogados, **VELASQUEZ DOLAN, P.A.**, para que me representen en el reclamo contra Champlain Towers South Condominium o cualquier otra persona, firma o corporación responsable del accidente que ocurrió el día 24 del mes Junio del 2021.

Yo estoy de acuerdo en pagar a mis abogados la siguiente tarifa de la recuperación total:

(a) ☐ % de cualquier recuperación obtenida (incluyendo costos)

Ciertos reclamos contra entidades gubernamentales pueden tener límites legales en cuanto a los honorarios de los abogados. En todos los casos, los honorarios del abogado serán la cantidad máxima permitida por la ley o por el Tribunal según la Sección 768.28 de los Estatutos del Estado de la Florida y 28 U.S.C. 2678, los cuales prevén una limitación de la tarifa de contingencia del 25% en acciones entabladas de conformidad con una renuncia a la inmunidad soberana.

Si anteriormente había contratado a otro abogado con respecto a este asunto, entonces, mediante mi firma a continuación, declaro a **VELASQUEZ DOLAN, PA**, que he despedido a dicho abogado y que nada interferirá, adelantará o impedirá la ejecución de este acuerdo o cualquiera de las obligaciones que garantiza. Entiendo que aún puedo ser responsable de pagar los honorarios y costos de los abogados contratados anteriormente, de mi porción de los fondos de liquidación.

Yo entiendo que éste es un contrato de honorarios contingentes y, si no se logra ninguna recuperación, yo no estaré obligado a pagar honorarios de abogados, ni los costos incurridos en el caso. Acepto que mediante una notificación por escrito de parte de la firma de abogados **VELASQUEZ DOLAN, P.A.** el bufete puede terminar su representación según los términos de este acuerdo.

Yo entiendo que este Contrato, puede cancelarse mediante una notificación por escrito al abogado en cualquier momento dentro de los tres (3) días posteriores y laborales a la fecha de la firma del contrato, como se muestra a continuación. Si se cancela, no estaré obligado a pagar honorarios a los abogados por el trabajo realizado durante ese tiempo. Si los abogados han adelantado fondos a otros en representación mía, los abogados tienen el derecho a que se les reembolse por las cantidades que ellos han adelantado razonablemente en nombre de mi caso.

Si yo cancelo la representación de mis abogados por cualquier motivo después de los (3) días laborales iniciales, entiendo y acepto que mis abogados tendrán derecho a una tarifa basada en el porcentaje previamente mencionado, de cualquier oferta de conciliación pendiente, o si ninguna

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oferta de conciliación está pendiente, entonces mis abogados tendrán derecho a una tarifa razonable basada en la cantidad de tiempo que dedicaron a mi caso.

El presente contrato de contingencia es aceptado de acuerdo a los términos y condiciones indicados en el mismo.

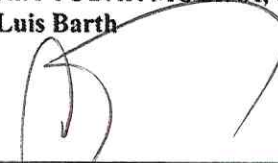
FIRMADO el día 12 de Agosto de 2021.



SÉRGIO BARTH TOBAR, Cliente



MARTA MARIA TOBAR MOLINA, como Madre
Del fallecido, Luis Barth



ABOGADO
POR: VELASQUEZ DOLAN, P.A.

Velasquez Dolan, P.A.
101 N. Pine Island Rd., Suite 201
Fort Lauderdale, FL 33324

ENGLISH TRANSLATION

AUTHORITY TO REPRESENT

I, SERGIO BARTH TOBAR, the undersigned client, hereby retain **VELASQUEZ DOLAN, P.A.**, as my attorneys to represent me in a claim against Champlain Towers South Condominium, or any other person, firm or corporation liable therefore, resulting from an accident that occurred on the 24th day of June, 2021.

I agree to pay to my attorneys the following fee from the total gross recovery:

(a) _____% of any recovery (including costs).

Certain claims against governmental entities may have statutory limits on attorney's fees. In all cases the attorney's fees will be the maximum amount permitted under the law or by the Court, Section 768.28 Florida Statutes and 28 U.S.C. 2678 provide for a contingency fee limitation of 25% in actions brought pursuant to a waiver of sovereign immunity.

If I had previously retained other counsel regarding this matter, then by way of my signature below, I represent to **VELASQUEZ DOLAN, P.A.**, that I have discharged said counsel and that nothing would interfere, preempt or preclude the execution of this agreement or any of the obligations that it guarantees. I understand I may still be responsible to pay for the fees and costs of the previously retained counsel(s) from my portion of the settlement funds.

I understand that this is a contingent fee contract and, if no recovery is made, I will not be obligated to pay attorney's fees or costs incurred. I agree that upon written notice, **VELASQUEZ DOLAN, P.A.** may terminate their representation under the terms of this Agreement.

I understand that this Contract may be canceled by written notification to the attorney at any time within three (3) days of the date the Contract is signed, as shown below. If canceled, I shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in their representation of me, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of my case.

If I discharge my attorneys for any reason after the initial three (3) days, I agree that my attorneys will be entitled to a fee based on a percentage as set forth above, of any offer of settlement outstanding, or if no offer of settlement is outstanding, a reasonable fee based on the amount of time my attorneys spent on my case.

The above employment is hereby accepted upon the terms and conditions stated herein.

DATED this ____ day of _____, 20____.

SERGIO BARTH TOBAR, Client

**MARTA MARIA TOBAR MOLINA, as Mother
of the deceased, Luis Barth**

**ATTORNEY
FOR: VELASQUEZ DOLAN, P.A.**

EXHIBIT C

VELASQUEZ DOLAN

LITIGATION ATTORNEYS

CONTRATO DE REPRESENTACIÓN

YO, -SERGIO BARTH TOBAR- como Representante Personal del Patrimonio de Valeria Barth Gomez, (menor de edad) el cliente abajo firmante, por la presente retengo los servicios del Bufete de Abogados, VELASQUEZ DOLAN, P.A., para que me representen en el reclamo contra Champlain Towers South Condominium o cualquier otra persona, firma o corporación responsable del accidente que ocurrió el día 24 del mes Junio del 2021.

Yo estoy de acuerdo en pagar a mis abogados la siguiente tarifa de la recuperación total:

(a) % de cualquier recuperación obtenida (incluyendo costos)

Ciertos reclamos contra entidades gubernamentales pueden tener límites legales en cuanto a los honorarios de los abogados. En todos los casos, los honorarios del abogado serán la cantidad máxima permitida por la ley o por el Tribunal según la Sección 768.28 de los Estatutos del Estado de la Florida y 28 U.S.C. 2678, los cuales prevén una limitación de la tarifa de contingencia del 25% en acciones entabladas de conformidad con una renuncia a la inmunidad soberana.

Si anteriormente había contratado a otro abogado con respecto a este asunto, entonces, mediante mi firma a continuación, declaro a VELASQUEZ DOLAN, PA, que he despedido a dicho abogado y que nada interferirá, adelantará o impedirá la ejecución de este acuerdo o cualquiera de las obligaciones que garantiza. Entiendo que aún puedo ser responsable de pagar los honorarios y costos de los abogados contratados anteriormente, de mi porción de los fondos de liquidación.

Yo entiendo que éste es un contrato de honorarios contingentes y, si no se logra ninguna recuperación, yo no estaré obligado a pagar honorarios de abogados, ni los costos incurridos en el caso. Acepto que mediante una notificación por escrito de parte de la firma de abogados VELASQUEZ DOLAN, P.A. el bufete puede terminar su representación según los términos de este acuerdo.

Yo entiendo que este Contrato, puede cancelarse mediante una notificación por escrito al abogado en cualquier momento dentro de los tres (3) días posteriores y laborales a la fecha de la firma del contrato, como se muestra a continuación. Si se cancela, no estaré obligado a pagar honorarios a los abogados por el trabajo realizado durante ese tiempo. Si los abogados han adelantado fondos a otros en representación mía, los abogados tienen el derecho a que se les reembolse por las cantidades que ellos han adelantado razonablemente en nombre de mi caso.

Si yo cancelo la representación de mis abogados por cualquier motivo después de los (3) días laborales iniciales, entiendo y acepto que mis abogados tendrán derecho a una tarifa basada en el porcentaje previamente mencionado, de cualquier oferta de conciliación pendiente, o si ninguna

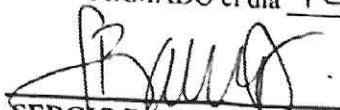
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oferta de conciliación está pendiente, entonces mis abogados tendrán derecho a una tarifa razonable basada en la cantidad de tiempo que dedicaron a mi caso.

El presente contrato de contingencia es aceptado de acuerdo a los términos y condiciones indicados en el mismo.

FIRMADO el día 12 de Agosto de 2021.



SERGIO BARTH TOBAR, Cliente



MARTA MARIA TOBAR MOLINA, como Abuela
De la menor fallecida, Valeria Barth Gomez



ABOGADO
POR: VELASQUEZ DOLAN, P.A.

Velasquez Dolan, P.A.
101 N. Pine Island Rd., Suite 201
Fort Lauderdale, FL 33324

ENGLISH TRANSLATION

AUTHORITY TO REPRESENT

I, SERGIO BARTH TOBAR, the undersigned client, hereby retain **VELASQUEZ DOLAN, P.A.**, as my attorneys to represent me in a claim against Champlain Towers South Condominium, or any other person, firm or corporation liable therefore, resulting from an accident that occurred on the 24th day of June, 2021.

I agree to pay to my attorneys the following fee from the total gross recovery:

(a) _____% of any recovery (including costs).

Certain claims against governmental entities may have statutory limits on attorney's fees. In all cases the attorney's fees will be the maximum amount permitted under the law or by the Court, Section 768.28 Florida Statutes and 28 U.S.C. 2678 provide for a contingency fee limitation of 25% in actions brought pursuant to a waiver of sovereign immunity.

If I had previously retained other counsel regarding this matter, then by way of my signature below, I represent to **VELASQUEZ DOLAN, P.A.**, that I have discharged said counsel and that nothing would interfere, preempt or preclude the execution of this agreement or any of the obligations that it guarantees. I understand I may still be responsible to pay for the fees and costs of the previously retained counsel(s) from my portion of the settlement funds.

I understand that this is a contingent fee contract and, if no recovery is made, I will not be obligated to pay attorney's fees or costs incurred. I agree that upon written notice, **VELASQUEZ DOLAN, P.A.** may terminate their representation under the terms of this Agreement.

I understand that this Contract may be canceled by written notification to the attorney at any time within three (3) days of the date the Contract is signed, as shown below. If canceled, I shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in their representation of me, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of my case.

If I discharge my attorneys for any reason after the initial three (3) days, I agree that my attorneys will be entitled to a fee based on a percentage as set forth above, of any offer of settlement outstanding, or if no offer of settlement is outstanding, a reasonable fee based on the amount of time my attorneys spent on my case.

The above employment is hereby accepted upon the terms and conditions stated herein.

DATED this ____ day of _____, 20____.

SERGIO BARTH TOBAR, Client

**MARTA MARIA TOBAR MOLINA, as Mother of
the deceased, Luis Barth**

**ATTORNEY
FOR: VELASQUEZ DOLAN, P.A.**

EXHIBIT D

VELASQUEZ DOLAN PA
101 N PINE ISLAND RD
SUITE 201
FL 33324

Cost Statement

Date
7/25/2022

To:
ESTATE OF LUIS BARTH TOBAR 210152

		Amount Due	Amount Enc.
		\$15,377.57	
Date	Transaction	Amount	Balance
10/21/2021	WILD FELICE & PARTNERS - RETAINER AND PROBATE FILING FEE	1,000.00	1,000.00
12/17/2021	SUMMONS FEE	103.50	1,103.50
12/17/2021	CLERK OF COURT FILING FEE	427.97	1,531.47
01/17/2022	VERITEXT - SERVICE OF SUBPOENA/SUMMONS	62.25	1,593.72
01/17/2022	VERITEXT - SERVICE OF SUBPOENA/SUMMONS	62.25	1,655.97
01/17/2022	VERITEXT - SERVICE OF SUBPOENA/SUMMONS	62.25	1,718.22
01/19/2022	VERITEXT - SERVICE OF SUMMONSON TERRA GROUP, LLC	48.25	1,766.47
01/19/2022	VERITEXT - SERVICE OF SUMMONS ON TERRA WORLD INVESTMENTS	48.25	1,814.72
01/19/2022	VERITEXT - SERVICE OF SUMMONS ON BIZZI & PARTNERS DEVELOPMENT, LLC	128.25	1,942.97
01/19/2022	VERITEXT - SERVICE OF SUMMONS ON 8101 COLLINS DEVELOPMENT, LLC	45.00	1,987.97
01/19/2022	VERITEXT - SERVICE OF SUMMONS ON DESIMONE CONSULTING ENGINEERS, LLC	62.25	2,050.22
01/21/2022	VERITEXT - SERVICE OF SUMMONS ON CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOC., INC.	93.25	2,143.47
02/14/2022	VERITEXT - SERVICE ON MORABITO CONSULTANTS, INC.	59.00	2,202.47
07/11/2022	BERNARD F. PETTINGILL, JR., PHD. - EXPERT FEE	1,800.00	4,002.47
07/13/2022	DR. ALEJANDRO ARIAS - PSYCHOLOGICAL EVALUATION FEE	2,500.00	6,502.47
07/13/2022	WILD FELICE & PARTNERS, PA - PREPARATION OF ESTATE DOCUMENTS	5,000.00	11,502.47
07/18/2022	BERNARD F. PETTINGILL, JR., PH.D - EXPERT FEE	3,712.50	15,214.97
07/18/2022	PHOTOCOPIES	162.60	15,377.57
			Amount Due
			\$15,377.57

Additional Costs

SWORN STATEMENT WITH VIDEO AND VIDEO EDITING ESTIMATE

Witness	Appearance and Overnight Transcript *	Video	Video Editing	Total Per Deposition
Luz Estella Arango (witness – before and after)	\$255.00	\$150.00	\$100.00	\$605.00
Interpreter	\$100.00			
Dr. Bernard Pettingill	\$265.00	\$150.00	\$100.00	\$515.00
Dr. Alejandro Arias	\$265.00	\$150.00	\$100.00	\$515.00
			TOTAL:	\$1,635.00

* - Estimates based on 20 page- transcript and one hour appearance

EXHIBIT E

**TIME SUMMARY FOR LEGAL SERVICES
RE: ESTATE OF LUIS FERNANDO BARTH**

Probate case

Carlos A. Velasquez, Esq. – Partner Time	10/15/2021 – 6/14/2022	4.0
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* Additional time anticipated prior to closing case – 3 hours.

Litigation – Champlain Towers

Carlos A. Velasquez, Esq – Partner Time	8/12/2021 – 7/22/2022	71.5
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* Additional time anticipated prior to closing case – 8 hours.

Andrea Muñoz – Paralegal Time	8/12/2021 – 7/15/2022	44.8
Janet Peralta – Paralegal Time	7/18/2022 – 7/25/2022	5.0

* Additional time anticipated prior to closing case – 5 hours.