



## The Quattro Firm About Town

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## Welcome to The Quattro Firm

At the Quattro firm, we believe in viewing our client as a whole person as opposed to just a set of legal issues. We believe that in order to be a successful advocate, we must be able to understand the full needs of our clients, not just the legal needs. By using this full understanding, we advocate with compassion.

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## Meet The Quattro Firm



**Nicole McNamara Quattrocchi, Esq.** is the founding member of the Quattro Firm. She is a 2008 Southern Methodist University Law School graduate and a 2004 Wake Forest University Graduate. Nicole is a licensed Texas attorney where her practice involved mostly civil and commercial litigation. Nicole has been licensed in Florida since 2014 and has centered most of her practice on domestic relations law.

Nicole has spent a lot of time volunteering in her legal career whether it be through pro bono cases or through assisting at the Hurricane Katrina Relief Clinic in law school. Nicole believes in viewing the client as a whole person and not just a specific legal issue and therefore has, thus far, taken every case that the firm can handle, regardless of inability to pay. She is a passionate and compassionate attorney who looks forward to working with people across the spectrum of life with all of their legal needs.



**Melanie Bruchet, Esq.** is a 2012 graduate of Mercer University's Walter F. George School of Law in Macon, Georgia, where she received her J.D. and a Certificate in Advanced Legal Writing, Research, and Drafting from Mercer's top rated legal writing program. Melanie served on the Board of Directors for the Stonewall Bar Association of Georgia as well as completed internships at CASA (Court Appointed Special Advocates) for Children and the U.S. Attorney's Office for the District of New Jersey.

Melanie has presented nationally on the subjects of human trafficking and LGBT youth in the juvenile court system. She also co-authored an amicus brief to the Georgia Supreme Court on the issue of post-separation custodial rights and the emotional effect on children of divorced parents. Melanie maintains an active bar license in Georgia and is sworn in to both the Georgia Court of Appeals and the Georgia Supreme Court. A South Florida native, she currently lives in Asheville, North Carolina. Melanie has been with the Quattro Firm for three years.



**Monique L'Italien, Esq.** is a civil and commercial litigator and appellate attorney who has practiced in Florida since 2001. She has broad experience at the trial and appellate levels in federal and state court. Her practice areas include bankruptcy, contract disputes, family law, real property and some criminal. Prior to entering private practice, Ms. L'Italien was an Assistant Attorney General for the State of Florida, handling criminal appeals and civil litigation matters.

Ms. L'Italien earned her B.A., cum laude, from Trinity College in Washington D.C and her J.D. from Vermont Law School. Ms. L'Italien enjoys traveling, running, spending time with her animals including her horse Dancer, an off track thoroughbred rescue, and doing other animal welfare work. Monique has been with the Quattro Firm for almost 2 years.



**Jennifer Mondone** is the office manager of the Quattro Firm. Jennifer grew up in upstate New York. She is a graduate of the Ohio State University where she studied financial management and business administration. Since graduating she's lived in North Carolina and settled in Florida for the last 13 years. This is her first job at a law firm but has previously dabbled in the insurance and mortgage industry, most recently in management for restaurants, from start ups to corporate chains and sales.

Jennifer also assisted in co-creating 2 humans which for the last 6 years has been her main focus and accomplishment. She enjoys spending her time with the family, paddle boarding, volunteering at the kids school, movie nights and anything involving wine or mimosas. Jennifer has been with the Quattro Firm for 2 years.

Read more about The Quattro Firm at [www.thequattrofirm.com](http://www.thequattrofirm.com)

## Meet The Quattro Firm



**Maria Kontos** obtained her Bachelor of Arts from Florida Atlantic University in 1995. Ms. Kontos has over 16 years of experience working on complex and voluminous civil, criminal and family law cases which involve organizing thousands of documents, discovery and file organization.

Ms. Kontos is intricately involved in the defense of all of the firm's clients' cases and takes great pride in assisting and working toward a favorable outcome in each case. Maria has been working with the Quattro Firm for 3 years.



**Sarah Kontos** has been working professionally in accounting since 2005. Her experience includes conducting, supervising, and reviewing annual audits, bookkeeping and payroll, and compilations and examinations of the financial records of a wide range of businesses including non-profits, law firms, restaurants, 401(k) plans, and other service industries.

Sarah attended Florida Atlantic University earning her degree in Mathematics and attending an additional two years of studies in Accounting and Business Administration. She is originally from West Palm Beach, FL. She is a supporting member of Compass Lake Worth, United Way and Farm Sanctuary, and she volunteers at various fundraising events for local charities. Sarah has been working with the Quattro Firm for 3 years.



**Shavonne M. Pierre** is a new member of the Quattro Firm. She is a graduate of South University where she studied and received her Bachelor Degree in Legal Studies. She has over 18 years experience in the legal field working for several prestigious firms in the Palm Beach County area. Her previous work experience has been in Insurance Defense, Civil Litigation, Securities & Arbitration, Commercial Litigation, Worker's Compensation, Family Law and Personal Injury. Shavonne has 4 children that are her main focus as well as her budding legal career.



**Carol Goldberg** is the File Clerk and Paralegal Assistant at the Quattro Firm. She is a lifelong resident of Palm Beach County. She received her BA Degree in Social Work and her Paralegal Certification from Florida Atlantic University. She is an advocate for the elderly and disabled. She has worked extensively for Elder Law firms processing Nursing Home Medicaid and Estate Planning. She also worked for many years at DCF, processing Medicaid for the Disabled. She believes in the strength of family, and a good cup of coffee!

Read more about The Quattro Firm at [www.thequattrofirm.com](http://www.thequattrofirm.com)

## The Quattro Firm About Town



Left and Below: Nicole was happy to participate and volunteer at Field Day.

Right: the Quattro firm happily supports local business, like Allegiance Athletics.



### + Our Practice Areas

- Adoption
- Bankruptcy
- Business Formation
- Civil Litigation
- Commercial Litigation
- Contract Drafting & Review
- Corporate Matters
- Estate Planning
- Family Law & Domestic Relations
- Family Law Mediation
- General Litigation
- Immigration
- LGBT Issues & Custody
- Marital Contracts
- Probate Litigation
- Probate Administration
- Wills & Trusts



## The Quattro Firm About Town:



Left: Nicole and her family explored Homosassa Springs during spring break and visited with Florida's only native hippo, Lu.

Below: Carol and Shavonne work hard to prep the office for the big move to our temporary space on Metrocentre Blvd. We hope you will visit us.



## Spring Promotion:

**To celebrate the last of spring, we are offering those who post spring pictures of memes to our Facebook page or other social media, a 10% discount on flat rate fees or monthly invoices.**

**As always, please follow us on social media. If you'd like to submit a review either on Facebook or through our website, please get in touch with us.**

## What is a Liquidated Damages Clause?

By: Monique L'Italien

Everyone will enter into a contract at least once in his or her lifetime, and realistically most will enter into several contracts. When you enter into a contract with another party, you are placing a great deal of faith in that party. If they do not live up to their end of the bargain, you could sustain serious financial damage as a result. Fortunately, Florida law seeks to remedy this potential situation by allowing parties who are *not* responsible for the breach of a contract (the non-breaching party) to recover compensation for their damages. In some cases, the amount of damages available can be predetermined by the two parties during the contract formation process. Specifically, this can be done by including what is known as a *liquidated damages clause* within the contract.



A liquidated damages clause specifies a predetermined amount of money that must be paid as damages for failure to perform under a contract. The amount of the liquidated damages is supposed to be the parties' best estimate at the time they sign the contract of the damages that would be caused by a breach. For example:

**Liquidated Damages.** *If Acme breaches any of part of this contract, XYZ shall receive, as liquidated damages for such breach, four million dollars (\$4,000,000). Acme and XYZ agree that, in the event of a breach of any of this contract, actual damages would be impractical to compute and further agree that the damages set forth herein are a reasonable estimate of the damages XYZ would actually suffer due to such breach.*

**"Imperfections are beauty, madness is genius, and it's better to be absolutely ridiculous than absolutely boring."**

**—Marilyn Monroe**

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### Benefits of a Liquidated Damages Clause

Liquidated damages clauses have certain benefits. They establish some predictability and can act as a type of insurance against the cost of a breach. Both parties have the advantage of being able to weigh the cost of performance against the cost of breach. In addition, the non-breaching party never has to prove actual damages, which can be a time consuming and difficult task. Done properly, deciding on damages at the outset gives both parties the opportunity to settle on an amount that they think is fair instead of leaving this decision to the courts. Besides the uncertainties of litigation, it is also time consuming and costly.

### What Makes a Liquidated Damages Clause Enforceable?

As previously mentioned, when a breach of contract occurs, courts allow for damages to be obtained by the non-breaching party. This is solely because the non-breaching party has likely sustained some type of financial 'injury' and that injury needs to be rectified. For this reason, while liquidated damages provisions can have advantages, they are not always enforceable. Several characteristics must be present for damages to be considered liquidated damages. In order to ensure that your liquidated damages clause is valid, it should always conform to the following two criteria:

## What is a Liquidated Damages Clause?

By: Monique L'Italien

a) The amount is reasonable and not a penalty. Liquidated damages allow for damages to be predetermined, but that amount of damages may not simply be a random figure. Instead, the specified amount of damages must constitute a reasonable estimate of the real damages that would likely be sustained as the result of a future breach. If the predetermined amount of damages ends up grossly disproportionate to the actual harm suffered, courts may refuse to enforce the provision on the grounds that it is a penalty instead of an estimate of actual damages. To be clear, liquidated damages are not penal or punitive, and in fact, a liquidated damages clause in a contract will be considered void if it appears to be intended as a form of punishment for committing the breach. Rather, the purpose of these damages is to have a clear way to compensate people when another party to a contract fails to execute his or her part of the agreement. Finally, in deciding the reasonableness of a liquidated damages provisions, courts often consider the relative bargaining power of the parties. For example, liquidated damages provisions in preprinted consumer contracts, like car rental agreements and club memberships, are generally subject to higher scrutiny because of the disparity between the relative bargaining power and sophistication of the parties involved. On the other hand, courts are less likely to invalidate a negotiated agreement between two attorneys.



b) Damages are difficult to estimate. There are two main benefits to using a liquidated damages clause: certainty over damages and saving time calculating complex damages in the future. In certain situations, injuries are easy to prove. If, for example, a contractor breaks a tool belonging to a client, the damage is certain: The contractor is liable for the value of the tool. On the other hand, if the contractor runs over schedule on the job, the damages are unclear, because it's not immediately clear how much monetary damage is experienced when overruns occur. That said, liquidated damages for non-performance can be assessed whenever it is clear that a party to a contract failed to perform duties clearly spelled out in the contract. To be enforceable, the damages should be either uncertain or difficult to quantify at the time the contract is entered into.

In sum, caution should be exercised when signing boilerplate contracts, you should be aware the contract may contain a liquidated damages clause. You should understand the situations in which it will be triggered. If you feel the terms of the contract are unfair, you may want to consider requesting a revision of the contract. If you have any questions about the liquidated damages clause in a contract, please contact the Quattro firm's attorneys to learn more about your legal options and to discuss any breach of contract with a lawyer as soon as possible to determine the best course of action. Likewise, it is advisable to consult with a lawyer when drawing up a contract to make sure that any damages are appropriate. A Florida court may find a flawed liquidated damages clause to be legally invalid.



## A Note From The Quattro Firm

As we approach the summer, please rest assured that we are here to help with any of your legal issues.

Thank you.



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## The Quattro Firm

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