

CONTINGENT FEE RETAINER AGREEMENT

HERNANDO COUNTY SCHOOL DISTRICT

This Contingent Fee Retainer Agreement (“Agreement”), is made this ____ day of _____, 2021, by and between HERNANDO COUNTY SCHOOL DISTRICT SCHOOL BOARD (“School Board”) and SCHOCHOR, FEDERICO and STATON, P.A.; ROMANO LAW GROUP; LUCAS & MAGAZINE; WALKUP, MELODIA, KELLY & SHOENBERGER; AND BARON & BUDD, P.C. (collectively the “Applicant Team” or “Contractor”).

WHEREAS, the Applicant Team proposes to represent the School Board in connection with claims for damages arising out of the manufacture, marketing distribution and sale of electronic cigarettes against JUUL Labs. (“JUUL”) and other defendants (“Claims”); and

WHEREAS, the School Board has agreed to retain the Applicant Team in accordance with the terms of this Agreement.

NOW, THEREFORE, this Agreement provides as follows:

1. The School Board hereby retains the Applicant Team to represent the School Board in connection with the Claims.
2. The Applicant Team will provide such legal services as may be required in order to bring about a resolution of the Claims. Such services may include *inter alia*: investigating the merits of the Claims; drafting and filing a Complaint; handling all pre-trial, discovery and motion proceedings; retaining expert witnesses; monitoring and participating in the Federal Court MDL process as necessary; trying the case; and briefing and arguing any appeal.

3. The Applicant Team will advance the full cost of any expenses necessary or required to be incurred in connection with this matter, without contribution from the School Board except as set forth herein.
4. Payment of a contingent legal fee (“Contingent Fee”) and reimbursement of all expenses incurred on behalf of the School Board and paid by the Applicant Team shall be the School Board’s sole obligation to compensate the Applicant Team in this matter, except as indicated in paragraph 8.
5. The Contingent Fee shall be payable by the School Board to the Applicant Team shall be 25% of the gross amount recovered. The payment of fees as outlined above is entirely contingent upon the Applicant Team recovering money for the School Board. If the Applicant Team makes no recovery for the School Board, then the School Board will not be responsible for paying any fee to the Applicant Team.
6. In addition to the Contingent Fee payable pursuant to paragraph 5 of this Agreement, the School Board shall reimburse the Applicant Team out of the gross amount recovered the full amount of all expenses incurred on behalf of the School Board, and paid by the Applicant Team in connection with this matter. The School Board is not responsible for advancing any costs for this litigation. If the Applicant Team does not make any recovery for the School Board, then the School Board will not be responsible for reimbursing the Applicant Team for any costs incurred by the Applicant Team in prosecuting the Claim.
7. In the event the School Board terminates this Agreement prior to any recovery on account of the Claims and subsequently recovers any amount on account of such Claims, the School Board agrees to compensate the Applicant Team for those fees

permitted under Florida law and reimburse the expenses the Applicant Team incurred on behalf of the School Board in accordance with the terms of paragraphs 6 of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the law of the State of Florida.
9. It is expressly agreed that this Agreement represents the entire agreement between the School Board and the Applicant Team, that all provisions and understandings between the parties are merged in this Agreement, and that no modification of this Agreement shall be valid except by a writing signed by all parties.
10. In the event that the court or arbitrator requires another party to the litigation (or its counsel) to pay attorneys' fees and/or costs to the School Board and/or the Applicant Team, such award will not affect the amount the School Board is obligated to pay the Applicant Team under this Agreement. If such award is less than the amount that the School Board is obligated to pay the Applicant Team under this Agreement, then such award will be credited toward the total amount owed under this Agreement, and the School Board will be responsible for paying the balance to the Applicant Team out of the gross recovery. If such award is greater than the amount the School Board is obligated to pay the Applicant Team under this agreement, then the Applicant Team will be entitled to the amount awarded by the court or arbitrator, and the School Board will not owe the Applicant Team any fee.

IN WITNESS WHEREOF, the hands and seals of the parties hereto as of the day and year first above written.

SCHOOL BOARD

By: _____
Name

Title

SCHOCHOR, FEDERICO & STATON:



ROMANO LAW GROUP

By: _____
Name

Title

LUCAS & MAGAZINE

By: _____
Name

Title

WALKUP, MELODIA, KELLY &
SCHOENBERGER

By: _____
Name

Title

BARON & BUDD, P.C.

By: _____
Name

Title

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand first this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or percentage of money recovered in a case. You, the client have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to the Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For more information on how to reach The Florida Bar, call 1850-561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

SCHOOL BOARD

By: _____
Name

Title

SCHOCHOR, FEDERICO & STATON:



ROMANO LAW GROUP

By:

Name

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LUCAS & MAGAZINE

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Name

Title

