

## CONTINGENT FEE RETAINER AGREEMENT

### CITY OF FORT PIERCE

This Contingent Fee Retainer Agreement (“Agreement”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between FORT PIERCE (“City”) and MICHAEL KAHN, P.A.; ROMANO LAW GROUP; SCHOCHOR, FEDERICO and STATON, P.A.; SPANGENBERG, SHIBLEY & LIBER, LLP; DOUGLAS R. BEAM P.A.; and THE LAW OFFICE OF CYNTHIA G. ANGELOS, P.A. (“Retained Counsel”).

WHEREAS, the Retained Counsel proposed to represent the City in connection with claims for damages (“Claims”) arising out of the manufacture, distribution, and sale of opioid drugs (“Opioids”) against companies that manufacture Opioids (“Manufacturers”), companies that distribute ) Opioids (“Distributors”) and other defendants; and

WHEREAS, the City has agreed to retain the Retained Counsel in accordance with the terms of this Agreement.

NOW, THEREFORE, this Agreement provides as follows:

1. The City hereby retains the Retained Counsel to represent the City in connection with the Claims.

2. The Retained Counsel 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; trying the case; and briefing and arguing any appeal. It is the Retained Counsel's intention to pursue these Claims in federal court in the Multi District Litigation in the Northern District of Ohio.

3. The Retained Counsel will advance the full cost of any expenses necessary or

required to be incurred in connection with this matter, without contribution from the City except as set forth herein.

4. Payment of a contingent legal fee (“Contingent Fee”) and reimbursement of all expenses incurred on behalf of the City and paid by the Retained Counsel shall be the City’s sole obligation to compensate the Retained Counsel in this matter, except as indicated in paragraph 7.

5. The Contingent Fee shall be payable by the City to the Retained Counsel in accordance with the following schedule:

- a. Ten percent (10%) of the gross amount recovered if the Claims are settled prior to filing a Complaint.
- b. Twenty percent (20%) of the gross amount recovered if the Claims are settled prior to the first day of trial.
- c. Twenty-two and a half percent (22.5%) of the gross amount recovered after a trial on the merits.
- d. Twenty-five percent (25%) of the gross amount recovered after any post-judgment appeal, regardless of whether the appeal is brought by or against the City.

In no event will the contingent fee payable to the Retained Counsel exceed that which is permissible under the Florida Bar rules.

The payment of fees as outlined above is entirely contingent upon the Retained Counsel recovering money for the City. If the Retained Counsel makes no recovery for the City, then the City will not be responsible for paying any fee to the Retained Counsel.

6. In addition to the Contingent Fee payable pursuant to paragraph 5 of this Agreement,

the City shall reimburse the Retained Counsel out of the gross amount recovered the full amount of all expenses incurred on behalf of the City and paid by the Retained Counsel in connection with this matter. The City is not responsible for advancing any costs for this litigation. If the Retained Counsel does not make any recovery for the City then the City will not be responsible for reimbursing the Retained Counsel for any costs incurred by the Retained Counsel in prosecuting this case.

7. In the event the City terminates this Agreement prior to any recovery on account of the Claims and subsequently recovers any amount on account of such Claims, the City agrees to compensate the Retained Counsel for those fees permitted under Florida law and reimburse the expenses the Retained Counsel incurred on behalf of the City in accordance with the terms of paragraph 6 of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any dispute arising hereunder lying in St. Lucie County, Florida.

9. It is expressly agreed that this Agreement represents the entire agreement between the City and the Retained Counsel, 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 City and/or the Retained Counsel, such award will not affect the amount the City is obligated to pay the Retained Counsel under this Agreement. If such award is less than the amount that the City is obligated to pay the Retained Counsel under this

Agreement, then such award will be credited toward the total amount owed under this Agreement, and the City will be responsible for paying the balance to the Retained Counsel out of the gross recovery. If such award is greater than the amount the City is obligated to pay the Retained Counsel under this agreement, then the Retained Counsel will be entitled to the amount awarded by the court or arbitrator, and the City will not owe the Retained Counsel any fee.

On behalf of City of Fort Pierce, I have, before signing this contract, received and read the Statement of Client’s Rights, and understand each of the rights set forth therein. I have signed the statement and received a signed copy to keep for reference while being represented by the Retained Counsel. This contract may be cancelled by written notification to the Retained Counsel at any time within three (3) business days of the date the contract was signed, as first above written, and if cancelled, the City shall not be obligated to pay any fees to the Retained Counsel for the work performed during that time. If the Retained Counsel has advanced funds to others in pursuing this case, the Retained Counsel is entitled to be reimbursed for such amounts as it has reasonably advanced on the City’s behalf. The City acknowledges, understands, and agrees to all the terms of this agreement.

CITY OF FORT PIERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

CITY OF FORT PIERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MICHAEL KAHN, P.A.

By: \_\_\_\_\_  
Michael Kahn, Esq.  
President

SCHOCHOR, FEDERICO AND STATON, P.A.

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

SPANGENBERG, SHIBLEY & LIBER, LLP

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

DOUGLAS R. BEAM P.A.

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

THE LAW OFFICE OF CYNTHIA G. ANGELOS, P.A.

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

## **STATEMENT OF CLIENT'S RIGHTS**

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand 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 a 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 law 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 information on how to reach The Florida Bar, call 1-850-561-5600, 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.

CITY OF FORT PIERCE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MICHAEL KAHN, P.A.

By: \_\_\_\_\_  
Michael Kahn, Esq.  
President

SCHOCHOR, FEDERICO AND STATON, P.A.

By: \_\_\_\_\_  
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