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OFFICE (305)-607-7073
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**CONTINGENCY RETAINER AGREEMENT
FOR LEGAL SERVICES**

This document is an agreement for legal services (the “Retainer Agreement” or “Agreement”) between Thomas E. Elfers, Attorney at Law, and Craig J. Freger, Attorney at Law, (collectively, the “Legal Team”), and the individuals executing this Agreement as the Client, who are individually and collectively referred to herein as “Client.” Client has requested that the Legal Team provide legal services to Client in connection with a compensation claim on their behalf against The Miami-Dade County School Board / Miami-Dade County Public Schools and/or United Teachers of Dade (the “Matter”). This has resulted in the Legal Team’s representation of Client in the following administrative proceedings before the Florida Public Employees Relations Commission (“PERC”): SHAWN BEIGHTOL and ISAAC CASTINEIRA v. SCHOOL BOARD OF MIAMI-DADE COUNTY and UNITED TEACHERS OF DADE LOCAL 1974, Case No. CA-2016-008 CB-2016-009 and may result in further administrative proceedings and/or litigation, which may be pursued as a claim on behalf of the Client, or on behalf of the Client and/or some other named plaintiffs to be added as individual clients or as representatives of a class or classes in class action litigation. This may also result in extra-judicial processes or proceedings, including, but not limited to, public speaking engagements, press relations, legislative lobbying, and mediation or arbitration. The attorneys of the Legal Team and Client have agreed to establish or continue an attorney-client relationship for this representation, on the terms set forth below.

1. The scope of the Legal Team’s representation of Client is limited to the specific Matter set forth above, but includes such appellate efforts as may appear necessary in the opinion of the Legal Team. Should other matters arise for which Client requests representation by the Legal Team and the Legal Team agrees to represent Client, Client and the Legal Team will enter into a separate agreement.
 2. This Retainer Agreement will be valid and binding upon the Legal Team’s receipt of a copy of this Retainer Agreement, signed by Client or an authorized representative of Client. It will be effective as of the date the signed Retainer Agreement has been received by the Legal Team, or the beginning of the Legal Team’s representation of Client in this Matter, whichever is earlier.
 3. Client will assist the Legal Team in its timely rendition of services by promptly returning a signed copy of this Retainer Agreement to the Legal Team, promptly remitting payments for costs and expenses, as set forth below, and otherwise cooperating with the Legal Team as necessary for it to properly represent Client.
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4. Client will pay certain interim amounts the Legal Team may bill in advance for costs and expenses. Client will also pay promptly for the assistance of accountants, experts, and other professionals as the Legal Team deems necessary or advisable.
5. The Legal Team and the Client stipulate that any funds raised or contributed by Client for the Matter will be applied by the Legal Team to costs and expenses that have been or will be incurred since the inception of the attorney-client relationship in this Matter.
6. Within the general parameters agreed to by the Legal Team and Client, the Legal Team will determine the specific tasks it will perform and the amount of time it will devote to this Matter, in accordance with professional standards and Client's best interests. Client will cooperate fully with the Legal Team, and the Legal Team will serve Client's interests in a thorough and professional manner. However, Client understands and acknowledges that the Legal Team has not, and cannot, assure Client of any particular result in this Matter.
7. Thomas E. Elfers, Attorney at Law, and Craig J. Freger, Attorney at Law, will be primarily responsible for the representation of Client in this Matter. Their current billing rates are each \$300.00 per attorney hour expended for cases in which they have been retained on an hourly fee basis, or a contingency fee of up to 40% for cases in which they have been retained on a contingency fee basis (with an additional 5% of any recovery after institution of any appellate proceeding or if post-judgment relief or action is required for recovery on the judgment). In this Matter the Client has expressed a preference for a contingency retainer. Accordingly, Client and the Legal Team agree that the Legal Team will be compensated for its services in this Matter as set forth below.
8. Until the final resolution of this matter, whether through settlement, judgment, or appeal, Client will pay each month actual costs and other expenses incurred. Other attorneys may also render legal services for Client, based on the Legal Team's professional judgment as to the most advantageous method of meeting Client's needs in this Matter. Those attorneys will be compensated according to agreement between them and the Legal Team, but in no event will this result in an increase in the legal fees owed by Client. The Legal Team may also assign a paralegal or paralegals to this Matter. Paralegals will be billed as expenses owed by Client and compensated based on their normal hourly rates, not to exceed \$100.00 per hour. Client will be invoiced monthly regarding all costs and expenses incurred, or more frequently, if necessary.
9. Legal Team will communicate with Client from time to time to keep Client apprised of the Matter. The Legal Team has retained the services of an accounting firm of Certified Public Accountants (the "CPAs"), identified at the end of this Agreement, who are responsible for collecting from the individuals constituting the Client and forwarding to the Legal Team's trust account funds intended to pay the costs and expenses incurred or to be incurred by Client in this Matter, accounting to both Client and the Legal Team for such collections and for such

payments. It is anticipated that Julie Hood will be the main contact between the Client and the CPAs for the delivery of collected monies and reviewing the statements prepared by the CPAs, within the guidelines set by the CPAs or the Legal Team. Client will promptly inform the CPAs and the Legal Team if these contacts should change. In distributing any settlement or award as reimbursement of costs and expenses, the Legal Team shall be entitled to rely on the accounting submitted by the CPAs as conclusive proof of the amount owed to each Client.

10. Should Client obtain any settlement or award of damages and/or attorneys' fees and/or costs and expenses, Client will first pay the Legal Team all amounts owing for costs and expenses. Thereafter, and in addition, Client will pay the Legal Team a contingency fee, according to the following schedule:

- a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:
 - 25% of any recovery up to \$1 million; plus
 - 20% of any portion of the recovery between \$1 million and \$2 million; plus
 - 15% of any portion of the recovery exceeding \$2 million.
- b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:
 - 29% of any recovery up to \$1 million; plus
 - 29% of any portion of the recovery between \$1 million and \$2 million; plus
 - 20% of any portion of the recovery exceeding \$2 million.
- c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 - 29% of any recovery up to \$1 million; plus
 - 29% of any portion of the recovery between \$1 million and \$2 million; plus
 - 20% of any portion of the recovery exceeding \$2 million.
- d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.

11. For purposes of this Agreement, the term “settlement or award” means any amount obtained on behalf of Client as compensation and/or remedy for their claims, including but not limited to any award of costs or attorney’s fees, and whether judicial or extra-judicial, including, but not limited to, any retrospective or prospective relief, accommodation, legislative revision, settlement, award, or unilateral remedial action by the defendant(s), and the term “net settlement or award” means the foregoing amount after deductions for costs and expenses incurred by the Legal Team but not reimbursed by Client.

12. Client is responsible for paying all court costs and expenses incurred in the course of this representation. Client grants the Legal Team the authority to advance costs and expenses on Client’s behalf, whenever the Legal Team determines that these advances will serve Client’s interests. Examples of such costs and expenses include photocopying, external messengers, court reporters, filing fees, and travel expenses. All such costs and expenses will be billed to Client at their actual cost. It is anticipated that each Client will contribute to a fund for payment of costs and expenses according to their ability. However, if at the end of the Legal Team’s representation of Client there remain unreimbursed costs or expenses owed to the Legal Team, each Client’s individual liability for such costs or expenses is limited to \$2,500.

13. Each Client acknowledges and understands that the Legal Team represents the Client, individually and collectively. Each Client affirms that for purposes of this representation, all persons constituting Client are aligned in interest and that none of them knows of any actual or potential conflicts of interest among them. Should any such conflict develop, Client will promptly inform the Legal Team.

14. Upon any recovery or remedy in this Matter, by way of settlement, judgment or otherwise, subject to court approval if necessary, and after all payments to the Legal Team, those Clients who have paid costs and expenses incurred under this Agreement according to the accounting prepared by the CPAs shall be reimbursed for such costs and expenses from the remainder of the net settlement or award. However, if the remainder of the net settlement or award is insufficient to repay all Clients in full, each Client will be reimbursed according to their proportionate share of the total of the costs and expenses paid. Thereafter, should there be a surplus, and subject to court approval if necessary, what is left of the net settlement or award shall be distributed among all Clients, or among all class plaintiffs, should the Matter be pursued as a class action, according to each person’s entitlement under the salary schedule(s) or other formula(s) enacted, enforced, settled upon or implemented as a resolution of this Matter.

15. Upon reasonable notice to Client, the Legal Team, in its sole discretion, may terminate work on Client’s behalf and withdraw from further representation of Client. Specifically, but without limitation, the Legal Team may withdraw if:

- (a) Client indicates that they will not pay a bill that has been due for more than 30 days;
- (b) the Legal Team discovers that Client has misrepresented or failed to disclose material facts; or
- (c) Client does not follow the Legal Team's advice or indicates that they will not do so.

16. If the Legal Team withdraws from representing Client for any reason, or Client terminates this representation for any reason, Client will immediately pay all outstanding costs and expenses. In addition, the Legal Team will have a lien on the settlement or award Client obtains from the Matter, and if Client obtains a settlement or award when no longer represented by the Legal Team, the Legal Team shall be entitled to be paid the reasonable value of its services from the settlement or award, plus reimbursement of any outstanding costs and expenses advanced by the Legal Team. At the Legal Team's request Client will execute whatever papers may be necessary or helpful for the Legal Team to accomplish its withdrawal.

17. Client represents that it does not owe any costs, expenses or fees to any prior legal counsel in this Matter, and that there is no prior counsel with a claim or lien on any of the proceeds that the Legal Team may obtain for Client in this Matter. Should a prior counsel assert a claim or obtain a lien against any proceeds, the Legal Team will nevertheless receive all compensation and reimbursement due under this Agreement.

18. The fees in this Retainer Agreement were negotiated between Client and the Legal Team, and are not set by law. Costs and other expenses shall be paid by Client or reimbursed to the Legal Team, as appropriate, either monthly or more frequently upon request by the Legal Team. The Legal Team shall also have the right to obtain reimbursement for whatever expenses it may advance on Client's behalf from any settlement or award obtained by Client. If the Legal Team is reimbursed for costs and expenses from a settlement or award obtained by Client, the contingency fee specified above shall be based on the net amount of the settlement or award, after deduction for costs and expenses owed.

19. This Agreement may be cancelled by written notification to the Legal Team at any time within 3 business days of Client signing this Agreement, and if cancelled the Client shall not be obligated to pay any fees to the Legal Team for the work performed during that time. If the Legal Team has advanced funds to others in representation of the Client, the Legal Team is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the Client.

M-DCPS Teachers Compensation Claim -- Contingency Retainer Agreement

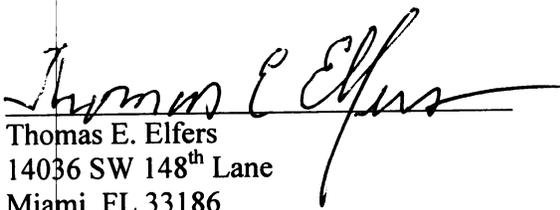
20. Prior to signing the Retainer Agreement, Client was provided a copy of the Retainer Agreement and a Statement of Client's Rights, each of which Client has read and understands. Client acknowledges that prior to signing the Retainer Agreement they had sufficient opportunity to ask the Legal Team any questions regarding the Retainer Agreement and the Statement of Client's Rights, and to have those documents explained to them. Client has retained a copy of the Statement of Client's Rights, and will be provided a signed copy of the Retainer Agreement.

21. In the event of any arbitration and/or litigation regarding, arising under, or related to this Retainer Agreement, the prevailing party will be entitled to an award of its costs and reasonable attorneys' fees against the non-prevailing party. Should the Legal Team be the prevailing party, it will be entitled to an award of reasonable attorneys' fees, whether an attorney from the Legal Team represents the Legal Team, or the Legal Team hires other attorneys to represent it.

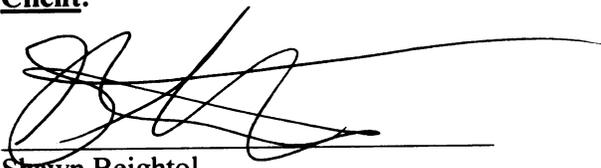
Read, approved and accepted this 2nd day of June, 2016.

To All Clients: By signing below, you affirm that you have read, understand, and agree to the terms of the foregoing *Contingency Retainer Agreement*, and that you have read and understand the attached *Statement of Client's Rights*.

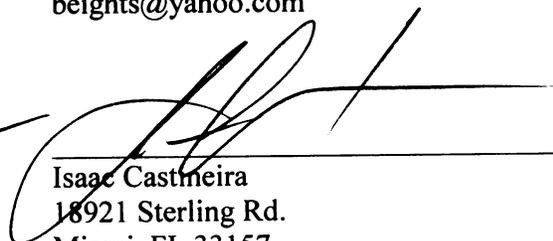
Legal Team:


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(305) 323-0713
icastneira010@gmail.com

ADDITIONAL CLIENT SIGNATURE AND INSTRUCTIONS ON FOLLOWING PAGE

To All Clients: By signing below, you affirm that you have read, understand, and agree to the terms of the foregoing *Contingency Retainer Agreement*, and that you have read and understand the attached *Statement of Client's Rights*.

Please date your signature and fill in all other blanks as indicated.

_____ Date: _____
(Signed)

Print Name: _____

Address: _____

Phone: _____

Email: _____

Please retain the attached *Statement of Client's Rights* for your records. You must give the signed *Contingency Retainer Agreement* to the Legal Team, which will return a copy to you.

Please send the signed *Contingency Retainer Agreement* to:

THOMAS E. ELFERS, ESQ.
Law Office of Thomas Elfers
14036 SW 148 Lane, Miami, Florida 33186
(305) 607-7073

Please inform the Legal Team immediately if your contact information changes.

PAYMENTS FOR COST AND EXPENSES SHOULD BE SENT TO THE CPAs:

Catarineau & Givens, P.A.
Attn: Elfers Trust Account
8000 SW 117th Avenue, Suite 204
Miami, FL 33183
305-596-7883

Do not send cash. Checks should be made out to:
Thomas E. Elfers, Attorney at Law, Trustee

THOMAS E. ELFERS, ESQ.
LAW OFFICE OF THOMAS ELFERS
14036 S.W. 148 LANE, MIAMI, FLORIDA 33186
OFFICE (305)-607-7073
THOMASELFERS@COMCAST.NET

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingent 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 1 lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 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 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 the lawyer's 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 contingent fee contract with you, a lawyer must advise you whether the lawyer 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, the lawyer 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 1 lawyer from each law firm must sign the contingent 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 that 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

Statement of Client's Rights

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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 that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses 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 your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. 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 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 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, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.