



**GALLUP LAW**  
**EMPLOYMENT AND RETAINER AGREEMENT**

You have asked our firm to act as your attorneys. This document sets forth the agreement concerning the representation of you by our firm. It shall become effective upon our receipt of a signed copy of this agreement.

The scope of our representation will be to represent you in your official capacity as a Commissioner of the City of Hallandale Beach, as well as in your personal or individual capacity, connection with the following:

**Potential claims and allegations raised by the City Attorney of the City of Hallandale Beach, V. Lynn Whitfield, against you of hostile work environment, race and sex discrimination. Representation will include, but may not be limited to, communication with the City's employment counsel relative to the investigation and defense of the aforementioned claims and allegations; preparation for and attendance at any interviews or statements whether conducted by the City's employment counsel, the City Attorney's counsel or any administrative agency; and defense representation should any Charge of Discrimination, claim or civil action be filed in connection with the aforementioned allegations.**

**We anticipate that the scope of work for pre-suit representation will not exceed \$3,200.00. However, additional fees may be incurred depending upon unforeseen circumstances. Prior to undertaking additional work beyond the scope set forth herein, we will seek your approval and authorization.**

With regard to attorney's fees, it is our custom to bill on a monthly basis. Payment is expected within thirty (30) days of the rendering of such billing. We will compute our periodic billing for fees based upon the amount of time that has been devoted to your case by us at the time of the billing. It is impossible to determine in advance the amount of time that will be needed to complete your case. We shall use our best judgment to determine the amount of time, who is to perform the work, and the nature of the services to be performed in your best interest. We will keep you fully informed of all of the time devoted to your case. Our periodic billing for fees will be based upon the following fee arrangement:

As compensation for our services, you have agreed to pay our firm \$400.00 per hour for Dana M. Gallup's services. The hourly rate shall include time spent for conferences, telephone calls, drafting documents, negotiations, legal research, court time, travel to and from locations away from our office and, in short, all time devoted to your case. You will be billed \$225.00 per hour for paralegal time and \$225.00 per hour for associate attorney time if required. We seek to use paralegals and associate attorneys when appropriate because it enables us to provide legal services more economically.

We shall have the authority to make advances on your behalf in such amounts as we shall determine best in representing you, which advances shall be for expenses such as, but not limited to, long distance telephone calls, postage, photocopies, courier charges, telecopies, investigative charges and expenses, out-of-town (out of Broward County) travel expenses, including all meals and lodging

while out of town, deposition expenses, including the cost of transcription and court reporters' fees for attendance, court costs (such as, without limitation, filing fees, service of process, subpoena costs, witness fees and similar costs), all fees and costs associated with preparation, litigation, and trial of your case including, without limitation, all trial graphics and other exhibits prepared in connection with your case, and the fees and expenses of all experts or other personnel which we deem necessary to assist in the preparation for and proper handling of the matter for which we are being retained. You will be billed for these costs and expenses as they are incurred. You will be notified of these costs and expenses, in writing, and payment is expected within thirty (30) days of the rendering of such billing.

For any balance unpaid for thirty (30) days, you agree to pay us a finance charge equal to 18% per annum, or 1-1/2% per month.

When we submit our billing you agree to insure that payment is received by us within thirty (30) days from the date thereof; provided, however, if you feel that any fee is not reasonable considering all factors involved, then you agree to pay what you feel is reasonable within the 30 day time period and to notify us, in writing, within that same time period, as to what specific portion(s) you feel is/are unreasonable. You and we agree that such disputed fees shall be settled by arbitration, to which we both agree, and that said arbitration shall be binding. The arbitration shall be conducted by the Fee Arbitration Committee of the Broward County Bar Association under the rules and procedures adopted by the Broward County Bar Association from time to time and you and we agree that the determination of that committee shall be accepted as the final determination of the matter.

Sometimes the court will order your adversary to pay part or all of our fee on your behalf. This depends upon whether or not there is a contract or a federal or state statute permitting the court to do so. Because fees and costs awards are totally unpredictable, court orders must be considered to be merely "on account" and you are primarily liable for payment of the total fee. However, it is our obligation to attempt to procure for you the maximum court award for attorneys' fees and costs. Amounts received pursuant to court order will be credited to your account. The court award of fees, if any, does not set or limit our fee in any way. The pursuit of fees against your adverse party is an additional service on your behalf and you will be expected to pay us fees on the same basis as set forth in this agreement for performing such service. If the court does assess fees, or any part thereof, against the adverse party to apply on account of that which you owe to us, the collection of such award from the adverse party by way of contempt or any other proceeding shall also be considered as further services on your behalf notwithstanding that, in accordance with the provisions of the Federal and Florida Statutes, such judgment for fees and costs shall be payable directly to us and, accordingly, you shall be expected to pay for the cost of collection thereof. In the event you discharge us as your attorneys at that time or if we withdraw as your attorneys, it shall be understood that we shall nevertheless have the authority to continue to pursue the collection against your adverse party of any fees that should be or has been awarded to apply on account of the fees due us from you. Any part thereof that is collected will be credited to that which you owe us.

If the court awards attorney's fees to the prevailing party pursuant to any applicable contractual, statutory or other legal authority, the firm shall be entitled to receive the court awarded fees or the hourly fee earned to date, whichever is greater. In the event the Court awards attorneys' fees in excess of the amount as may be determined by the fee schedule, then such excess, including all fees awarded, shall be earned by and paid to the firm less the amount of hourly fees then paid to date by you, which shall be reimbursed to you once our firm physically receives the attorneys' fees award and the funds clear our trust account. All statutory fees shall belong to counsel with the exception of any

fees reimbursed to you as set forth herein. You agree not to waive your right to attorney's fees in whole or in part in settlement of this action. Should you waive said fees, you agree to pay the firm its full and then current hourly rates for all work performed in this action.

Certain claims against Governmental entities may have statutory limits on attorney's fees. In all cases the attorneys' fees will be the maximum amount permitted under the law or by the Courts.

We may disclose the provisions of this agreement, in our discretion, to the court in connection with any application for fees or services that may be rendered on your behalf, and we have the right to advise the court of any amounts that we have received on account of fees.

You agree to keep your attorney and our firm advised of any change in your residence and to fully cooperate in the investigation and preparation of the case; and to appear on reasonable notice for all conferences, depositions, appointments, court appearances, and to comply with all legal requests made by your attorney or authorized representatives of this firm, in connection with your case.

At any time during the existence of this executed contract, the firm has the discretion, upon reasonable notice, to withdraw as representative counsel, and/or terminate the responsibilities and obligations under this contract.

Specifically, but without limitation, we will withdraw as representative counsel if you do not make payments required by this agreement, within the time limits provided for in this agreement; if you have misrepresented or failed to disclose material facts to us; or if you fail to follow our advice. In any event, you agree that you will execute such necessary documents as will permit us to withdraw.

In the event it is necessary to institute suit for the collection of fees and advances due to us by you or in the event of any lawsuit as a result of any provision hereof for the interpretation hereof or otherwise or in any way arising out of our relationship as attorney and client, in which we shall be the prevailing party, then we shall be entitled to collect from you, in addition to any judgment for such fees and advances, all costs, expenses and attorneys' fees incurred by us in such litigation, whether the same be incurred in the trial court or in any appellate court.

We shall have a retaining and charging lien on all of your documents, property or money in our possession, all of the aforesaid lien to guarantee the payment of all sums due to us from you under the terms of this agreement.

In the event it becomes necessary to appeal any matter prior to the time of the final judgment or to appeal all or any portion of the final judgment, we will agree upon the fee for such appellate work with you prior to the filing of such notice of appeal. Otherwise, the provisions of this agreement shall apply to the matter referred to above and such further matters that we may handle for you from time to time unless other arrangements are made in writing between us for our fees and expenses.

This agreement pertains only to legal representation regarding your claims as set forth above. You could be required to pay for additional legal services, if any, which arise out of the attorney client relationship with our firm, which are not covered by this agreement.

This contract may be canceled by written notification to your attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled you shall not be

obligated to pay any fees to the firm for the work performed during that time. If the firm has advanced funds to others in representation of you, the firm is entitled to be reimbursed for such amounts as it has reasonably advanced on your behalf.

By signing below, you acknowledge that you understand and agree that the fees set forth herein are not set by law and were negotiated by you with the firm.

By signing below, I acknowledge that prior to signing this Agreement, I reviewed the Agreement in its entirety and I understand it. Additionally, I acknowledge that prior to signing this Agreement, I had an opportunity to ask questions about any part of this Agreement that I did not understand and all of my questions have been answered to my full and complete satisfaction.

BY: \_\_\_\_\_  
KEITH LONDON

DATED: \_\_\_\_\_

**GALLUP LAW**

BY:   
DANA M. GALLUP, ESQ.

DATED: 3/11/15