

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT**

**LEGAL SERVICES CONTRACT**

**WHEREAS**, the undersigned, the City of Fort Lauderdale (“City”) agrees to retain the law offices of NS PR Law Services LLC d/b/a Napoli Shkolnik PLLC and Ventura Law, an Arizona professional limited liability company (“Law Firms”) (collectively, “Parties”) as City’s attorneys in the prosecution of any legal claim against manufactures of generic pharmaceuticals and/or their executives based upon their actions fixing prices, engineering kickbacks, and engaging in other antitrust violations or other wrongdoing with respect to insulin and other diabetic medication and other generic prescription medications. The Parties specifically agree as follows:

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, City agrees to pay Law Firms 25% (twenty five percent) of all gross amounts recovered, including the value of any injunctive or non-monetary relief. If the non-monetary relief has a concrete value, the contingency fee of 25% will be based on that amount. If there is no concrete value on the non-monetary relief then the Law Firms’ fee will be based on quantum meruit (attached as Exhibit 1) or an agreed upon value between the City and Law Firm, whichever is greater. Further, if the action is certified as a class action, the Law Firms shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the stated retainer amount. City assigns, and the Law Firms accept and acquire as their fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. All expenses and costs will be deducted after the contingent fee calculation. Any liens and subrogation are to be deducted after the contingent fee is calculated.

2. **DISBURSEMENTS:** The Law Firms shall be reimbursed all reasonable expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Costs shall also include, but not be limited to, any “MDL Assessment” imposed by any Multi-District Litigation (“MDL”) Court or withheld from any settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there may be common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. City grants a special privilege to the Law Firms for their professional fees, expenses, costs, interest, and loans, on all monies and properties recovered or obtained for City. City’s repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question.

3. **FINANCING OF CASE:** If the Law Firms borrow money from any lending institution to finance the cost of the City's case, the amounts advanced by the Law Firms to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the City's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

City grants the Law Firms an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Law Firms shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The Law Firms agree to advance all necessary litigation expenses necessary to prosecute these claims. The litigation expenses may include, but will not be limited to, court costs and filing fees, process serving fees, investigators' fees, product investigation and testing fees, trial related expenses, including but not limited to, audiovisual, court reporter, exhibits, expert witnesses, demonstrative aids, and computer research charges. **These litigation expenses will only be incurred if they pertain directly to City's claim. Additionally, there is no reimbursement of litigation expenses if there is no recovery.**

With respect to travel costs and travel-related expenses, the Law Firms agree to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous travel related costs and fees.

At the conclusion of the matter, City will have the right to receive and approve a closing statement before a fee is deducted. The statement will list all of the financial details of the entire case, including the amount recovered, an itemized list of all expenses incurred, and a precise statement of the Law Firm's fees.

To be clear, the Law Firms shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. City and the Law Firms agree to make a good faith effort to seek a monetary payment in any settlement that includes a non-monetary equitable remedy.

4. **FEDERAL MULTIDISTRICT LITIGATION:** The litigation authorized by this Agreement may become part of The Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Law Firms currently serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Law Firms, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more Law Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to the Law Firms and paid out of the MDL court's assessments against settlements, including settlements on behalf of Fort Lauderdale and others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any fees or costs owed under this Agreement.

5. **CONTACT COUNSEL AND COMMUNICATION WITH CITY:** The Law Firms shall appoint a contact person to keep Fort Lauderdale reasonably informed about the status of the matter in a manner deemed appropriate by Fort Lauderdale. The identity of the contact person designated by the Law Firms may change over the course of the investigation and litigation to best match the contact person with the stage of investigation and litigation and to best meet the needs of Fort Lauderdale. Fort Lauderdale at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. Fort Lauderdale, acting through its Mayor and Commission, shall be the ultimate decision maker on all matters relating to whether and what terms to settle such litigation. The City Attorney shall be the decision maker regarding the investigation and/or litigation, including whether to file litigation. The Law Firms shall consult with and obtain the approval of Fort Lauderdale, acting through its City Attorney, concerning all important issues regarding the investigation, litigation, and any settlement, including but not limited to the complaint and all dispositive motions, selection of consultants, experts and other professional services, discovery, pre-trial proceedings, trial, and settlement offers, demands, or negotiations. All draft filings in Fort Lauderdale's individual case shall be provided to the City Attorney sufficiently in advance of filing to permit Fort Lauderdale's review. Regular status meetings shall be held as requested by the Mayor, Commission and/or City Attorney. The City Attorney may designate an alternate point or points of contact from within Fort Lauderdale to be available to the Law Firm's contact person as appropriate. The Law Firms shall consult with and obtain the approval of the City Attorney, prior to making or releasing any press release, news release, media release, press statement or public statements regarding Fort Lauderdale's role in or position on this litigation or any matters related thereto.

6. **CLOSING STATEMENT:** Upon conclusion of this matter, the Law Firms shall provide Fort Lauderdale with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to Fort Lauderdale and the method of its determination. The closing statement shall specify the matter in which the compensation was determined under the Agreement, any costs and expenses deducted by the Law Firms from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 4-1.5 (f)(5) of the Florida Rules of Professional Conduct. The closing statement shall be signed by Fort Lauderdale and each attorney among whom the fee is being divided.

7. **TAX ADVICE:** The City understands that the Law Firms will not provide any advice regarding the tax consequences of accepting money from a settlement or award. CITY SHOULD CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

8. **TERMINATION:** The Law Firms expressly reserve the right to withdraw their representation at any time upon reasonable notification to the City, subject to applicable ethical rules, if any. Should the City terminate the Law Firms, the Law Firms shall continue to be entitled to their legal fees on any and all sums recovered as a result of the claims.

9. **NOTICES:** All notices to be given by the Parties hereto shall be by e-mail as follows (unless changed pursuant to proper notice):

**TO CITY:** Fort Lauderdale City Attorney's Office  
Thomas J. Ansbro, City Attorney  
Email: [tansbro@fortlauderdale.gov](mailto:tansbro@fortlauderdale.gov)

**TO LAW FIRMS:** Shayna E. Sacks, Esquire  
NSPR Law Services LLC d/b/a Napoli Shkolnik  
Email: [SSacks@NapoliLaw.com](mailto:SSacks@NapoliLaw.com)

**With a copy to:**  
Nicole L. Barber, Esquire  
Ventura Law  
Email: [nicole@venturalaw.com](mailto:nicole@venturalaw.com)

10. **DOCUMENTS AND PUBLIC RECORDS:** Please be advised that the City and all its documents, including but not limited to fee invoices, and activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, notwithstanding any other provision of this Agreement, the Law Firms shall comply with all applicable requirements of the Florida Public Records Act with respect to the Law Firm's records relating to, arising from, or in connection with this Agreement, including the requirements of **Exhibit A** attached hereto and made a part hereof.

This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same agreement.

Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

11. **PROFESSIONAL LIABILITY INSURANCE:** Law Firms will maintain in full force and effect, during the duration of this Agreement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services and on an annual basis thereafter, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

12. **CONFLICTS OF INTERESTS:** By accepting the representation, Law Firms represents to the City that it has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes, and the Rules Regulating the Florida Bar. Law Firms shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interest, which may influence or appear to influence Law Firm's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Law Firms wants to undertake and shall request the City's

opinion as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Law Firm.

13. **INDEPENDENT CONTRACTOR:** Law Firms is, and shall be in the performance of all work, services, and activities for City, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement, shall at all times, and in all places, be subject to Law Firm's sole discretion, supervision, and control. Law Firms shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, Law Firm's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

14. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firms are under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

15. **COUNTERCLAIMS:** The above contingency fee does not contemplate the Law Firms' representation of City against any claims made by a person against the City. The Law Firms are under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

16. **STATUTE OF LIMITATIONS:** City understands that the Statute of Limitations period for the case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case. City understands that statutes of limitation may have run on the case and agrees to hold the Law Firms harmless in the event the applicable statutes of limitation have run for any reason.

17. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firms make no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. City further understands that City must immediately report any changes in City's address or telephone number to the Law Firms.

18. **APPROVAL NECESSARY FOR SETTLEMENT:** City hereby grants the Law Firms power of attorney so that the Law Firms may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to City under its claim as fully as the City could do so. The Law Firms are also authorized and empowered to act as City's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the City. The decision regarding settlement shall always be held and remain with the City.

19. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firms may, at their own expense, use or associate with other attorneys in the representation of the City. City understands that the Law Firms are Professional Limited Liability Companies with a number of attorneys. Several of those attorneys may work on City's case.

20. **ASSOCIATE COUNSEL:** NS PR Law Services LLC d/b/a Napoli Shkolnik PLLC and Ventura Law are jointly responsible for representation of the City. In consideration for this joint responsibility, the attorneys' fees shall be divided as follows: 50% to NS PR Law Services LLC and 50% to Ventura law, with Ventura Law acting as retention and liaison counsel and NS PR Law Services LLC acting as trial counsel. Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of City, either in the event that the Law Firms retain associate counsel or in the event that City later chooses new counsel, provided that the total fee to City does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

21. **CLASS ACTION:** City understands that Attorneys may pursue a class action on behalf of City and all others similarly situated and City specifically authorizes attorneys to do so. City understands that City may serve as a class representative and may be called upon to act in a representative capacity for those who are similarly situated. City knows of no conflict that would cause City to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

22. **FLORIDA STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Florida and the rights, duties and obligations of City and of the Law Firm's representation of City and the laws of the State of Florida shall govern regarding anything covered by this Agreement.

23. **ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (i) this Agreement; (ii) any provision of this Agreement; (iii) the provision of services by the Law Firms to City; and (iv) the relationship between the Parties, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. City shall not file a class action against at the Law Firms or seek to assert any claims or demands against the Law Firms by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to binding arbitration. Any such arbitration proceeding shall be conducted in Florida. This arbitration provision shall be enforceable in either federal or state court in Florida, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any Court in Florida having jurisdiction may enter that judgment.

24. **PARTIES BOUND:** This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

25. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, herein illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

26. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties respecting the within subject matter, if any.

City certifies and acknowledges that City has had the opportunity to read this Agreement. City further affirms that City has voluntarily entered into this Agreement, that City has been advised that City may seek legal counsel to review this Agreement before signing, and that City is fully aware of the terms and conditions contained in this Agreement.

**SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

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<b>City of Fort Lauderdale</b>	<b>NS PR Law Services LLC d/b/a Napoli Shkolnik PLLC</b>
<b>By:</b>	<b>By:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Address: 1 East Broward Blvd., Suite 1605 Fort Lauderdale, FL 33301</b>	<b>Address:</b>
	<b>Ventura Law</b>
	<b>By:</b>
	<b>Signature</b>
	<b>Address:</b>

**EXHIBIT A**  
**PUBLIC RECORDS**

To the extent the Law Firms are acting on behalf of the City as stated in Section 119.0701, Florida Statutes, the Law Firms shall:

- a) Keep and maintain public records required by the City to perform the services under this Agreement;
- b) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to the City; and
- d) Upon completion or termination of this Agreement, transfer to the City, at no cost, all public records in possession of the Law Firms and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City upon request in a format that is compatible with the information technology systems of the City.

The failure of the Law Firms to comply with the provisions of this Exhibit shall constitute a material breach of this Agreement entitling the City to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the City, who will be responsible for responding to any such public records requests. The Law Firms will provide any requested records to the City to enable the City to timely respond to the public records request.

**IF THE LAW FIRMS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**