

BRANNOCK HUMPHRIES & BERMAN, P.A.
ATTORNEY REPRESENTATION CONTRACT

Client: Mason Classical Academy, Inc.
Attention: Kelly Lichter
Address: 3073 Horseshoe Drive, South, Naples, Florida 34104
Phone: 239-227-2838
Email: klichter@masonacademy.com

Nature of the Representation: Case evaluation and assistance of trial counsel with preparing the response in opposition to the petition for writ of certiorari for Mason Classical Academy, Inc., in the matter styled *Mason Classical Academy, Inc. v. Joseph M. Baird*, Case No. 19-CA-011779, pending in the Thirteenth Judicial Circuit, Hillsborough County, Florida, and Case No. 2D20-2550, pending in the Second District Court of Appeal.

I. INTRODUCTION

This document contains the terms of this Agreement under which Brannock Humphries & Berman, P.A. (the “LAW FIRM”) will undertake the representation of Mason Classical Academy, Inc. (collectively referred to as “You” or “Clients”). We appreciate the opportunity to serve you and will work hard to ensure a successful professional relationship.

II. SCOPE OF EMPLOYMENT

The LAW FIRM is hereby employed and retained to represent the Clients relating to the representation identified within this contract. The LAW FIRM will have discretion to use its best judgment in all aspects of the representation, and, in consultation with the Clients, will have authority to sign motions, memoranda, appellate briefs, and other papers on behalf of the Clients.

The scope of the LAW FIRM’s representation of the Clients will be case evaluation and assistance of trial counsel with preparing the response in opposition to the petition for writ of certiorari for Mason Classical Academy, Inc., in connection with the matter styled *Mason Classical Academy, Inc. v. Joseph M. Baird*, Case No. 19-CA-011779, pending in the Thirteenth Judicial Circuit, Hillsborough County, Florida, and Case No. 2D20-2550, pending in the Second District Court of Appeal.

The services to be provided by this LAW FIRM will not include more traditional trial-level representation, such as taking depositions, conducting evidentiary hearings, handling any hearings on fees and costs, or trying the case on remand.

III. CALCULATION AND BILLING OF LAW FIRM’S FEES

The LAW FIRM will bill the Clients on a monthly basis in accordance with the following hourly rates:

Brannock Humphries & Berman _____
Mason Classical Academy, Inc. _____

- Steven L. Brannock at \$535 per hour.
- Douglas Wallace at \$535 per hour.
- Philip Padovano at \$535 per hour.
- Celene H. Humphries at \$535 per hour.
- Ceci Berman at \$495 per hour.
- Tracy Carlin at \$495 per hour.
- Shea Moxon at \$495 per hour.
- Thomas J. Seider at \$395 per hour.
- Sarah Pellenbarg at \$365 per hour.
- Joseph Eagleton at \$300 per hour.
- Paralegals at \$185 per hour.
- Law clerks at \$165 per hour.
- Document clerks at \$80 per hour.

In the event the Clients fail to pay the LAW FIRM's fees pursuant to this agreement, the LAW FIRM may withdraw as counsel upon written, timely notice to the Clients. Invoices will be paid within 30 days of receipt. The LAW FIRM reserves the right to adjust its hourly rates annually upon 30 days' notice to the Clients.

The Clients agree to pay an advance fee deposit of \$10,000.00, which the LAW FIRM will hold in trust. The LAW FIRM will not bill against the balance held in trust. Instead, this sum serves as an advance deposit, and it will be applied against the LAW FIRM's final invoice in this case. Any funds remaining after that will be refunded to the Clients.

IV. COSTS AND EXPENSES

The Clients agree to repay all out-of-pocket expenses incurred and expended by the LAW FIRM on behalf of the Clients. Some examples of the expenses we frequently incur are online charges for computer-based research, court reporter's fees for transcripts, fees for supersedeas bonds, court filing fees, photocopying, scanning, indexing and mailing expenses, travel expenses and mileage, as well as other expenses, depending on the particular case. The LAW FIRM may request the Clients to pay significant out-of-pocket expenses, such as transcript fees or bond fees, directly.

In the event the Clients fail to pay the LAW FIRM's expenses pursuant to this agreement, the LAW FIRM may withdraw as counsel upon written, timely notice to the Clients.

At any time during the handling of this case, the Clients may inquire of the LAW FIRM as to the costs advanced to date and those anticipated. The Clients may also direct, in advance and in writing, any limitation of the costs to be advanced for this case. If no such direction is given, the LAW FIRM may use its discretion in making advances on the Clients' behalf.

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 Mason Classical Academy, Inc. _____

V. CLIENT'S RESPONSIBILITIES

The Clients agree to keep the LAW FIRM advised of the Clients' current address(es) and telephone number(s) and to cooperate in the handling of this litigation.

VI. LIMITATIONS ON THE SCOPE OF EMPLOYMENT

Legal claims can sometimes present significant tax issues and other collateral issues that do not directly relate to the handling of the case, including any appeal. The LAW FIRM will not be giving legal advice on tax issues, financial planning, property law, government benefits entitlements, or other similar matters. The LAW FIRM hereby advises that consultation with accountants, advisors, or other attorneys, outside the LAW FIRM, who are specialists in those fields, is advisable, and available to the Clients. Any discussion of such matters with a member of the LAW FIRM should not be considered legal advice but instead is only a general lay person's view, which should not be relied upon in making any decisions.

VII. MISCELLANEOUS

This agreement is governed by Florida law. The exclusive venue for any dispute or lawsuit related to this Agreement is Hillsborough County, Florida. In the event of any dispute over this Agreement (including a dispute that requires the LAW FIRM to retain a collections attorney), the prevailing party is entitled to recover reasonable attorney's fees, expenses, and costs incurred in the dispute (including any reasonable fees, expenses, and costs paid by the LAW FIRM to its collection attorney). This Agreement may be executed in separate counterparts, and the exchange of signed copies of this Agreement shall be of same force and effect as a single original signed by all parties.

VIII. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon written notice. If the Clients terminate the Agreement, the Clients agree to pay the LAW FIRM for its services to the date of termination, and if the LAW FIRM has advanced out-of-pocket expenses to others in representation of the Clients, the LAW FIRM is entitled to reimbursement of those amounts by the Clients, so long as they were reasonably advanced on behalf of the Clients.

If the LAW FIRM terminates the Agreement, it will give the Clients written notice of its intention to do so. The Clients will be responsible for paying any unpaid fees and for reimbursing costs advanced on behalf of the Clients.

IX. CLIENT'S FILE

At the conclusion of the LAW FIRM's representation of the Clients in this matter, the Clients may, upon written request, have the contents of the Clients' file, other than the LAW FIRM's personal notes, memoranda, briefs, and other work product the LAW FIRM deems necessary to retain. If the Clients make no such written request within 60 days of the conclusion of the LAW FIRM's representation in this matter, the LAW FIRM shall have the authority to destroy the

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Clients' file at any time permitted under the Rules Regulating the Florida Bar, at the LAW FIRM's discretion. By signing this Agreement, the Clients consent to this provision.

X. ENTIRE AGREEMENT

To avoid any potential for confusion as to the scope and terms of our agreement, the LAW FIRM and the Clients agree that this written document contains all the agreements, promises, and representations that the LAW FIRM and the Clients are relying upon in entering into this agreement. This document contains the entire agreement and there are no changes or additions to the typewritten portions or the filled-in blanks, unless they are initialed by both parties at each place a change is made, or are included in an attached written addendum signed by both parties.

THIS DOCUMENT IS A LEGAL CONTRACT. PLEASE BE SURE THAT YOU UNDERSTAND IT FULLY AND AGREE TO IT BEFORE SIGNING IT.

Client, Mason Classical Academy, Inc.

Date

By: _____
Printed Name

Its: _____
Title

Steven Brannock, Esquire
BRANNOCK HUMPHRIES & BERMAN, P.A.
1111 West Cass Street, Suite 200
Tampa, Florida 33606
(813) 223-4300- tel
(813) 262-0604- fax

Date

Brannock Humphries & Berman _____
Mason Classical Academy, Inc. _____