

November 8, 2024

Janette Knowlton, Esq.
Charlotte County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

RE: Michael Colosi v. Charlotte County, Florida, et al Litigation

Dear Mrs. Knowlton:

The purpose of this letter is to set forth the terms of the engagement between Charlotte County and Greenberg Traurig, P.A. (“GT”) and to explain the fees, costs, expenses and our authority to represent you with respect to the litigation referred to above.

1. **Purpose of Engagement.** Charlotte County is engaging us to represent the County in connection with the Colosi litigation (the “Subject Matter”).
2. **Attorney’s Fees.** Charlotte County agrees to pay us an initial non-refundable retainer fee of \$0.00. Our attorneys’ fees are earned on signing this agreement and are paid in exchange for legal services rendered in connection with the Subject Matter. Our fees are based upon the time we spend working for you in this engagement and we are offering a special public entity (blended rate) fee of \$ 675.00 per hour for all attorneys working on the Subject Matter, including shareholders, which will be re-visited after a period of 2 years. We will render detailed invoices to you on a monthly basis that will show the nature of the services rendered, the time expended, costs incurred. If you disagree with any charge for fees or costs, you must notify us in writing within ten (10) days after the date of mailing; otherwise, all charges are agreed by you to be approved and accepted. All bills are due when rendered. Any invoice remaining unpaid for thirty (30) days or more from the date of the invoice shall bear interest at the highest lawful rate from the date until paid. Our services include all time we spend on your work, including but not limited to, research, memorandums, correspondence, all travel, telephone conversations, negotiations, and all other work which in our judgment is reasonably required or desirable to represent your interests in the Subject Matter.
3. **Exclusion from Legal Services.** Unless expressly included in the Subject Matter, our service will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.
4. **No Continuing Obligation.** Subject only to possible obligations under the Rules of Professional Conduct (“Ethics Rules”) or law, we will have no continuing obligation to you concerning the Subject Matter or this engagement after it is ended.
5. **Conflicts:** GT represents broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and your ability and that of other clients or potential clients to

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HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
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MIAMI
MILAN**
NEW JERSEY
NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME**
SACRAMENTO
SAN FRANCISCO
SEOUL[~]
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TEL AVIV[^]
TOKYO[≠]
WARSAW⁻
WASHINGTON, D.C.
WESTCHESTER COUNTY
WEST PALM BEACH

[~] OPERATES AS GREENBERG TRAUIG GERMANY, LLP
^{*} OPERATES AS A SEPARATE UK REGISTERED LEGAL ENTITY
[•] OPERATES AS GREENBERG TRAUIG, S.C.
[~] STRATEGIC ALLIANCE
⁻ OPERATES AS GREENBERG TRAUIG LLP FOREIGN LEGAL CONSULTANT OFFICE
[^] A BRANCH OF GREENBERG TRAUIG, P.A., FLORIDA, USA
[≠] OPERATES AS GT TOKYO HORTSU JIMUSHO
⁻ OPERATES AS GREENBERG TRAUIG GRZESIAK SP.K.

engage GT as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this agreement confirms that:

- a. **Consent and Waiver.** You are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below ("Permitted Adverse Representation"); and [iii] promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any "Permitted Adverse Representation" or creates or supports any claim of breach of duty against GT.
 - b. **Conditions.** The foregoing waiver, consent and promise are conditioned upon GT's agreement, confirmed hereby, that GT: [i] will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you; [ii] will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you; [iii] not use or disclose your confidential information that is not public unless permitted under applicable Ethics Rules, the law, or a written agreement pertaining to such confidential information.
 - c. **Continuation.** Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the condition stated above, will continue after the end of GT's representation of you as to the Subject Matter or in any other engagement.
6. **Cost of Action.** In addition, you agree to promptly pay to us all costs, if any, when statements are rendered. Costs include fees for filing, service of process, court reporters, long distance telephone charges, travel expenses, couriers, fax transmissions, copying and printing, graphing illustrations, computer-assisted research, postage, expert witnesses and consultants, and such other costs as may be incurred from time to time.
 7. **Withdrawal.** If in the event payment of outstanding bills is not made as set forth above, we retain the right to withdraw from representing you in this matter. Further, you understand that we shall be allowed to withdraw as your counsel if you fail to meet financial obligations as required by this agreement or for any other reason allowed by the Florida Rules of Professional Responsibility.

8. **Arbitration.** If you dispute any statement or portion of statement rendered by us to you, you agree to submit-to binding arbitration in Tampa, Florida, of the dispute at our request before a single lawyer-arbitrator having at least ten (10) years of experience in similar matters and who is mutually acceptable to you and us, or if we cannot agree then as selected by the American Arbitration Association. You agree to pay one-half of the expenses of such arbitration and we shall pay the balance. You must notify us within ten (10) days of your receipt of a billing of any dispute.
9. **Experts and Investigators.** We are authorized by you to engage experts to investigate the facts surrounding the Subject Matter as well as experts whose opinion or testimony may be necessary or desirable. All such experts shall report exclusively to GT. Fees charged by such expert witnesses and investigators shall be paid by Charlotte County. We will consult you prior to the retention of any such expert.
10. **Library Services.** GT has engaged a third-party vendor, Library Associates, LLC d/b/a LAC Group, to provide library and research support to our attorneys and staff. We believe, and intend, that this provides a cost saving to our clients without compromising the quality of those services. GT gets a volume discount from our vendors. We seek to pass that on to our clients. But, it is not feasible to calculate the exact part of the discount attributable to a particular matter; so the cost charged to you may not reflect or include the actual allocable amount of the discount. In any event, we believe the cost charged to you will be fair and reasonable.
11. **Client Document & Data:**
 - a. **Maintenance.** We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you must and will advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.
 - b. **Cloud Storage.** GT will likely use third-party cloud services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. GT has ISO 27001:2013 data security certification; and we use only services who we believe have the same or better security than us. Cloud services do not guaranty immunity from invasion or misuse; and no one fully knows the capabilities of hackers, now or in the future. But, we believe the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

Your Assent to this Agreement confirms your consent to our using cloud services for your data. If you do not consent, please strike through this subparagraph and initial that change in the margin.

12. **Privileges.** Many but not all of our communications with you will be subject to the attorney-client privilege, if any, of the jurisdictions involved. Subject to and as provided in applicable Ethical Rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement, so that we may take appropriate steps to comply with that.

GT has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and GT personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethical Rules, to an attorney-client privilege between GT and those persons, and not subject to any fiduciary or other duty GT has to you. As a result, we are proceeding on the understanding that GT is not and will not be obligated to tell you of those communications or disclose their content and that advice, and that, in any proceeding between us, they will not be discoverable by you.

13. **Substitution or Discharge of Attorney.** We shall be entitled to our full fee as agreed above if you discharge us or obtain the substitution of another attorney before we complete the service for which we are employed. Such reasonable fee shall be determined in accordance with the standards applied by the Florida Bar (Rule 4-1.5)
14. **Disclosure of Retainer Agreement to the Court.** The provisions of this agreement, in our discretion, may be disclosed to the Court in connection with any application by us for fee for services that may be rendered on your behalf, and we have the right to advise the Court of any amounts that we have not received on account of fees and costs.
15. **No Guarantees of Successful Outcome or Total Fee.** You acknowledge that we have made no guarantees as to the successful outcome of your legal matter. All statements which relate to the possible results in your case are based strictly on our opinion. Likewise, it is impossible to determine in advance the amount of time that will be needed to complete your case. The amount of time to be expended on your behalf is not completely within our control and may be dependent in part of the actions of the opposing party or said party's counsel. We will use our best judgment to determine the amount of time necessary to represent you, who is to perform the work, and the exact nature of the services to be performed in your best interest. At times, more than one lawyer from our firm may attend the same hearings, depositions, conferences, etc. in such event, you will be billed for both lawyers' time. The total fee and costs to be expended in your case cannot be anticipated and no assurance of what those fees or costs will ultimately be have been given to you.

Regardless of the degree of apparent complexity or simplicity which your case presents, you agree and acknowledge that you are willing and financially able to pay for legal

services to be rendered by our firm at the rates set forth above and that such rates are reasonable under the circumstances.

On our part, we will diligently and zealously represent your interests to the best of our ability and will endeavor to perform only those services required by the facts as they are made known to us and by the actions of the opposing party and/or such party's counsel

16. **Non-reliance.** We have made no representations to you and you have not relied on any representations, which are not contained in this Agreement.
17. **Notices.** Any notices required under this agreement shall be in writing and shall be deemed to have been duly serviced if delivered at or sent by registered or certified mail to the address of the person for whom it is specified in this agreement.
18. **Full Cooperation by Client.** You agree to give us and any associate counsel designated by us, full cooperation at all time, and shall be available to us at all reasonable hours in our office or elsewhere for the purpose of this matter.
19. **Law to Govern Contract.** The laws of the State of Florida shall govern the construction and interpretation of this agreement.
20. **Entire Understanding Between the Parties.** This agreement is the entire agreement between Charlotte County and GT and shall not be amended or modified except in a writing signed by both parties.

Your signature at the bottom of this letter agreement is your acceptance of these terms. We look forward to working with you towards a successful resolution of this matter.

Very truly yours,

Greenberg Traurig, P.A.

Kerri L. Barsh

Kerri L. Barsh

cc: Mark Salky

THIS IS A LEGAL, BINDING CONTRACT BETWEEN CHARLOTTE COUNTY AND GT. BEFORE SIGNING, PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF ITS CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT ME. PLEASE DO NOT HESITATE TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE.

I acknowledge and agree to the terms set forth herein.

Janette Knowlton, Esq.

Date