AGREEMENT FOR LEGAL SERVICES BETWEEN

AMERICAN FIRST LEGAL FOUNDATION, BOYDEN GRAY PLLC, AND LAWSON HUCK GONZALEZ, PLLC AND THE

STATE BOARD OF ADMINISTRATION OF FLORIDA, ACTING ON BEHALF OF THE FLORIDA RETIREMENT SYSTEM TRUST FUND

SBA CONTRACT NO. 25-0011

This Agreement is entered into as of February 17, 2025 (the "Effective Date"), by and between the State Board of Administration of Florida, acting on behalf of the Florida Retirement System Trust Fund (the "SBA"), located at 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308, and American First Legal Foundation (AFL), Boyden Gray PLLC (Boyden), and Lawson Huck Gonzalez, PLLC (Lawson) (the "Law Firms"), whose business address is 215 South Monroe Street, Suite 320, Tallahassee, Florida 32301.

WHEREAS, the SBA is in need of legal representation in a case related to *Brian Craig, et al.*, v. *Target Corporation, et al.*, filed in the U.S. District Court for the Middle District of Florida, Fort Myers Division, Case No. 2:23-cv-599-JLB-KCD (the "Litigation"), including any related cases or appeals;

WHEREAS, the Law Firms serve as counsel for the plaintiffs in the Litigation and have the experience and qualifications necessary to perform the duties and responsibilities outlined in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and provisions of this Agreement.

ARTICLE 1. SCOPE OF SERVICES

- (a) The Law Firms shall provide to the SBA legal and other services in connection with the Litigation and related matters (the "Services").
- (b) When providing the Services to the SBA, the Law Firms shall (i) review and analyze the SBA's legal files, data, documents, and other materials concerning the Services and advise on a recommended legal course; (ii) attend and participate in meetings, conference calls, inspections, or the like and report on the status of legal matters; (iii) prepare and file pleadings, motions, or briefs and initiate and conduct discovery as required or advised, after consultation and

discussion with the SBA; and (iv) represent the SBA in any related litigation and otherwise represent the SBA at trial or on appeal, as directed by the SBA.

(c) The Law Firms shall provide to the SBA copies of all pleadings, motions, briefs, memoranda, or other documents (collectively, the "Litigation Documents") to be filed with a court or delivered to the SBA's adversary prior to such filing or delivery, and the Law Firms shall not make any such filing or delivery without the prior consent of the SBA. Upon filing or delivery of any Litigation Documents, the Law Firms shall provide promptly to the SBA a complete copy (including copies of any executed Litigation Documents). The Law Firms also shall notify promptly the SBA of any significant development concerning the Services and shall provide the SBA with quarterly status reports regarding the progress of any Services.

ARTICLE 2. COMPENSATION - FEES, COSTS, AND EXPENSES

(a) The SBA retains the Law Firms to provide Services on a contingency fee basis (the "Contingency Compensation") of an attorney's fee award as provided in the table below of any common fund, as awarded by the court, if the SBA is the lead counsel in a class action lawsuit.



Contingency Compensation shall be payable contingent upon the occurrence of a successful result against a party adverse to the SBA either through a settlement or judgment. Notwithstanding the provisions of Article 2 of this Agreement, Contingency Compensation shall be <u>inclusive</u> of all fees, costs, and expenses related in any way to the Services. Contingency Compensation shall be paid from the proceeds of a settlement or judgment in favor of the SBA (the "Proceeds") and/or from a court award of attorney's fees and expenses against a party adverse to the SBA. If Contingency Compensation is paid from the Proceeds, then (i) costs and expenses shall be paid from the Proceeds, and (ii) then attorney's fees shall be paid based upon and from the Proceeds net of costs and expenses.

- (b) If recovery on the representation is not determined on a class basis, the SBA agrees to attorney's fees based on the gross amounts recovered individually or in the aggregate, whether by judgment, settlement, or both on the following basis:
 - 1. 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:
 - (i) 10 percent of any recovery up to \$1 million; plus
 - (ii) 15 percent of any portion of the recovery between \$1 million and \$2 million; plus
 - (iii) 20 percent of any portion of the recovery exceeding \$2 million.
 - 2. 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:
 - (i) 10 percent of any recovery up to \$1 million; plus
 - (ii) 15 percent of any portion of the recovery between \$1 million and \$2 million; plus
 - (iii) 20 percent of any portion of the recovery exceeding \$2 million.
 - 3. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 - (i) 10 percent of any recovery up to \$1 million; plus
 - (ii) 15 percent of any portion of the recovery between \$1 million and \$2 million; plus
 - (iii) 20 percent of any portion of the recovery exceeding \$2 million.

The Law Firms' fees will be payable only out of amounts recovered in the representation. If no recovery is obtained, no fees will be payable to the Law Firms.

Notwithstanding the provisions of Article 2 of this Agreement, Contingency Compensation shall be <u>inclusive</u> of all fees, costs, and expenses related in any way to the Services. Contingency Compensation shall be paid from the proceeds of a settlement or judgment in favor of the SBA (the "Proceeds") and/or from a court award of attorney's fees and expenses against a party adverse

to the SBA. If Contingency Compensation is paid from the Proceeds, then (i) costs and expenses shall be paid from the Proceeds, and (ii) then attorney's fees shall be paid based upon and from the Proceeds net of costs and expenses.

The parties agree and understand that the division of any attorneys' fees recovered under Article 2, will be on the following basis:

- (i) AFL, as the firm assuming primary responsibility for the legal services on behalf of the Clients, shall receive 33 1/3 percent of the attorneys' fees recovered under Article 2 or its actual costs in litigating the case, whichever is lesser.
- (ii) Lawson and Boyden Gray, as the firms assuming secondary responsibility for the legal services on behalf of the Client, shall receive equal parts (50 percent) of the attorneys' fees recovered under Article 2 after deducting the attorneys' fees owed to AFL.

The percentages required by this section are applicable after the deduction of any fee payable to separate counsel retained especially for appellate purposes.

- (c) As a public interest law firm exempt from tax under I.R.C. section 501(c)(3), AFL will not recover more than its actual costs, including attorneys' fees, nonprofessional salaries, overhead, and other costs directly attributable to the performance of AFL in litigating this case. The Law Firms will split equally any award of attorney's fees until AFL has reached the limit of what it can recover, after which point Lawson and Boyden Gray will split the remainder of the attorneys' fees.
- (d) In the event that the SBA retains the Law Firms to provide any Services on an hourly fee basis, then the compensation of the Law Firms (the "Hourly Compensation") is specified in Exhibit 1 to this Agreement, which is attached hereto and incorporated by reference herein. Fees or compensation in excess of such amount shall not be compensable. The Law Firms shall notify the SBA, in writing, when the Hourly Compensation for billable services reaches the threshold dollar amount of \$100,000. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.
- (e) Hourly Compensation will be for actual time spent providing the Services to the SBA.
 - (f) Premium rates will not be paid for overtime work.
- (g) Hourly Compensation while traveling will be compensated at 50 percent of the hourly rates reflected in <u>Exhibit 1</u> to this Agreement, which is attached hereto and incorporated by reference herein.

- (h) When providing the Services to the SBA (whether the Law Firms' compensation is Contingency Compensation or Hourly Compensation), the Law Firms shall maintain detailed and contemporaneous time records for all attorneys, paralegals, and other staff providing the Services in six (6) minute increments and upon the SBA's request shall promptly provide such records to the SBA.
- The Law Firms shall advance all costs and expenses incurred while providing any (i) Services including, without limitation, expert witness fees, any bonds required by a court, and any potential Rule 11 liability. Reimbursement of costs and expenses for such items as exhibits, transcripts, and expert witness fees, whether out of Proceeds or otherwise separately by the SBA (if the Services are provided on an hourly basis) requires prior written authorization by the SBA and shall be reimbursed, to the extent possible, based upon documented third-party vendor charges including, without limitation, third-party invoices that provide sufficient detail for the SBA to conduct an audit. The SBA shall not pay for firm surcharges added to third-party vendor charges. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials, and local courier, word processing, clerical, or secretarial services are overhead and will not be separately compensated, whether out of Proceeds or otherwise separately by the SBA (if the Services are provided on an hourly basis). Non-routine office overhead costs and expenses such as long-distance courier services, bulk mailings, bulk third-party copying, blueprints, x-rays, photographs, and computer-assisted legal research services must be justified to the SBA and shall be reimbursed based on documented third-party vendor charges. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable. Reimbursable costs and expenses shall not exceed the threshold amount of \$1,000,000 if the case proceeds as a class action or \$50,000 relating to the SBA's proportionate share, if an individual case, unless prior written approval is provided by the SBA. The Law Firms shall notify the SBA in writing when costs reach the threshold amount. Said notification shall be made as soon as is practicable and prior to the next month's invoice.
- (j) When providing Services under this Agreement, the Law Firms shall be entitled to reasonable expenses for travel, when authorized in advance by the SBA's Executive Director or his or her designee, as provided in section 112.061, Florida Statutes, as amended from time to time, and administrative rules interpreting the same. The SBA will provide the Law Firms with a summary of per diem rates and other travel-related requirements to assist the Law Firms in abiding with the State of Florida's requirements. For the avoidance of doubt, when providing the Services on a contingency fee basis, such travel expenses shall be inclusive of the Contingency Compensation.

- (k) The Law Firms shall only bill the SBA (if the Services are provided on an hourly basis) or request payment out of Proceeds (if the Services are provided on a contingency fee basis) for the SBA's proportionate share of fees, costs, and expenses including the costs of legal research, attending hearings, or engaging in client representation of any type, which is applicable to other clients in addition to the SBA.
- (1) The SBA is exempted from payment of Florida state sales and use taxes and Federal Excise tax; however, the SBA will reimburse the Law Firms for any sales taxes incurred in furtherance of this Agreement. The Law Firms, however, shall not use the SBA's Tax exemption number to secure any materials or services. The Law Firms shall be responsible and liable for the payment of all their FICA/Social Security and other taxes resulting from this Agreement.
- (m) The Law Firms shall not pledge the SBA's credit or make the SBA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 3. FORMAT FOR INVOICES

Within thirty (30) days of providing any Service, the Law Firms shall provide to the SBA a statement for fees, expenses, and costs in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference.
- b. Invoice number for the particular bill.
- Law Firms taxpayer identification number.
- Law Firms and SBA contact name.
- e. Inclusive dates of the month covered by the invoice.
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the Services rendered with sufficient detail to enable the SBA to evaluate the Services rendered and expenses and costs; the person(s) who performed the Services for each day during which the Law Firms performed the Services; their hourly rate (if hourly) as specified in and named by Exhibit 1 to this Agreement, and any billing rate that is for some reason different from the one furnished in Exhibit 1 (e.g., travel time at a reduced hourly rate or the rates set forth in Exhibit 1).

- g. A listing of all invoiced expenses and costs, together with copies of actual receipts.
- h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- i. A certification statement, signed by the Law Firms' contact that reads: "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the Agreement between the Law Firms and the SBA."
 - j. Any other information that may be requested by the SBA.

ARTICLE 4. TERMINATION OF AGREEMENT

- (a) The term of this Agreement shall be five (5) years, commencing on the Effective Date; provided, however, that the SBA may, in its sole discretion, extend the term of this Agreement with respect only to the Services provided by or to be provided by the Law Firms, pursuant to an Addendum that was entered into by the parties prior to the expiration of this Agreement. The SBA may terminate the Agreement at any time by providing to the other party written notice, effective as of the date specified in such termination notice.
- (b) If this Agreement is terminated, the Law Firms shall be required to provide to the SBA all final and draft documents, data, studies, correspondence, reports, and other products prepared by or for the Law Firms in connection with any Services.
- (c) Notwithstanding any termination of this Agreement, the Law Firms shall not be relieved of liability to the SBA for damages sustained by the SBA by virtue of a breach of this Agreement by the Law Firms or any other act or omission by the Law Firms.

ARTICLE 5. LIABILITY

The SBA shall not assume any liability for the acts, omissions, or negligence of the Law Firms, their agents, servants, and employees, nor shall the Law Firms disclaim or limit their own negligence or liability to the SBA or any related third party. The Law Firms shall maintain, during the period of this Agreement, a professional liability insurance policy for the Services.

ARTICLE 6. NONDISCRIMINATION AND COMPLIANCE

The Law Firms shall comply with all federal, state, and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 7. ADMINISTRATION OF AGREEMENT: NOTICE

- The SBA's primary contact is the SBA's General Counsel. (a)
- (b) The Law Firms' primary contact is Jason Gonzalez.
- The Law Firms' contract manager is Michelle Montanaro. (c)
- (d) All written and oral approvals required under this Agreement must be obtained from the parties' named contact above or their designees.
- All notices, requests, instructions, or other communications hereunder shall be in writing and shall be deemed to have been properly given and effective if addressed or sent to the other party at the address or number indicated below or such other address or number provided in writing by the party, (i) on the date of actual receipt if provided by hand delivery, certified, or registered mail (return receipt requested), United States Express Mail, or courier service (e.g. Federal Express or UPS) or (ii) on the date sent if provided by facsimile transmission confirmed afterward as soon as reasonably possible by telephone call, first-class mail, and there exists tangible evidence of the facsimile transmission such as a transmission or confirmation report produced by the transmitting machines.

If to the SBA:

If mailed:

State Board of Administration of Florida

Post Office Box 13300

Tallahassee, Florida 32317-3300 Attention: Executive Director Phone No.: (850) 413-1186

Fax No: (850) 413-1255

With a copy to: General Counsel

If hand-delivered: State Board of Administration of Florida

1801 Hermitage Blvd., Suite 100

Tallahassee, Florida 32308 Attention: Executive Director Phone No.: (850) 413-1186 Fax No: (850) 413-1255

With a copy to: General Counsel

If to the Law Firms:

If mailed or hand-delivered: Lawson Huck Gonzalez PLLC

215 S. Monroe St., Suite 320 Tallahassee, Florida 32301-1839

Attention: Jason Gonzalez Phone No.: (850) 825-4334

(f) This Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of Florida without regard to conflict of interest principles. Any action or proceeding to resolve disputes regarding or arising out of this Agreement shall be brought and conducted in a state court situated in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of such courts.

ARTICLE 8. OTHER AVAILABLE SERVICES

Upon receiving approval from the SBA, the Law Firms shall use existing SBA agreements, when available and cost-effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

ARTICLE 9. PUBLIC RECORDS

The SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. In addition, in order for documents to be considered confidential by the SBA, Law Firms must mark items as confidential or trade secret.

To the extent applicable, the Law Firms shall comply with chapter 119, Florida Statutes. In particular, the Law Firms shall:

- (a) Keep and maintain public records required by the SBA to perform the Services under this Agreement;
- (b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Law Firms do not transfer the records to the SBA when the Agreement is completed;
- (d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in the Law Firms' possession or keep and maintain the public records required by the SBA to perform the services under this Agreement. If the Law Firms transfer all public records to the SBA upon completion of the contract, the Law Firms shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firms keep and maintain public records upon completion of the contract, the Law Firms shall meet all applicable requirements for retaining public records. The Law Firms shall, upon request from the SBA's custodian of records, provide all records that are stored electronically to the SBA in a format that is compatible with the information technology systems of the SBA.

IF THE LAW FIRMS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts DL@sbafla.com

ARTICLE 10. AGREEMENT AS INCLUDING ENTIRE AGREEMENT: COUNTERPARTS

This Agreement, including any Addendum or Addenda and all exhibits, schedules, annexes, and enclosures attached hereto, which are incorporated into this Agreement by this reference, constitute and embody the entire agreement and understanding of the parties with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by mutual written agreement of the parties hereto as herein provided. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

ARTICLE 11. SPECIAL CONDITIONS

- (a) The Law Firms will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
- (b) Multiple staffing at meetings, hearings, depositions, trials, or other proceedings by the Law Firms will not be compensated without prior written approval from the SBA.
- (c) The Law Firms agree that all documents shall be promptly returned upon completion of Services or at the termination or expiration of the Agreement.
- (d) SBA in-house staff shall be used in assisting with the Services to the extent directed by the SBA.
- (e) A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. Attorney's fees shall be forfeited if, during the pendency of the Services, the Law Firms take a public position that is adverse to the SBA's litigation or settlement posture.
- (f) Law Firms shall, from the Effective Date until at least four (4) years after the Agreement expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of any Services. The Law Firms shall make all such records

available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

- (g) The SBA's General Counsel (or his or her designee) must approve and sign this Agreement as to form and legality. The Agreement must be executed by the SBA Executive Director, who also shall maintain custody of the Agreement.
- (h) The Law Firms agree to permanently refrain from using or mentioning its association with the SBA in advertisements, letterhead, business cards, or other publications. The Services provided by the Law Firms to the SBA may be generally described in the Law Firms' professional resumes. The Law Firms may not give the impression in any manner that the SBA recommends or endorses the Law Firms other than regarding the matter described in this Agreement.
- (i) All contacts with the news media pertaining to any Services or the subject of this Agreement shall generally be referred to the SBA's Director of External Affairs & Special Projects Legal Counsel. The Law Firms shall not make any public comments concerning their representation of the SBA without the SBA's prior consent.
- (j) The Law Firms shall provide immediate notice by email, facsimile transmission, or telephone regarding significant developments that will likely result in media inquiries.
- (k) The SBA shall cooperate with the Law Firms in providing information and documentation to the Law Firms when requested and, upon reasonable notice, making its personnel who are knowledgeable about the relevant facts and information relating to the Services available to the Law Firms for consultation.
- (l) The Law Firms represent (as of the Effective Date and continuing at all times while Services are being provided under this Agreement) that it has no conflicts of interest relating to this Agreement or any Services that have not previously been disclosed to the SBA in writing and shall immediately advise the SBA's General Counsel if any conflict arises with the SBA. The Law Firms shall also immediately notify the SBA's General Counsel of any representation undertaken by the Law Firms in matters in which its client is suing or being sued by the State of Florida or state entities in any civil or adversarial administrative action.
- (m) Anything that is produced by or developed in connection with this Agreement (including any Addendum) shall remain the exclusive property of the SBA and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Law Firms nor any other individual employed under this Agreement (including any Addendum) shall have any

proprietary interest in any product(s) developed or produced and reimbursed by the SBA under this Agreement (including an Addendum).

- (n) Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. The Law Firms hereby agree that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.
- (o) In accordance with section 448.095(5), Florida Statutes, the Law Firms shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The Law Firms acknowledge that the SBA is subject to and the Law Firms agree to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.
- (p) The Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

IN WITNESS WHEREOF, the State Board of Administration of Florida, acting on behalf of the Florida Retirement System Trust Fund, and American First Legal Foundation, Boyden Gray PLLC, and Lawson Huck Gonzalez, PLLC have executed this Agreement as of the Effective Date.







Title SBA Contract

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SENT	15:59:14 UTC	(jason@lawsonhuckgonzalez.com), Reed Rubinstein
		(reed.rubinstein@aflegal.org) and Jonathan Berry
		(jberry@boydengray.com) from michelle@lawsonhuckgonzalez.com
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7 02 / 14 / 2025 The document has been completed.

COMPLETED 16:18:24 UTC