CONTRACT TO RENDER PROFESSIONAL SERVICES

BE IT KNOWN that this contract is entered into effective this 1st day of ___ _____, 2019, by the Palm Tran, Inc./Amalgamated Transit Union Local 1577 Pension Plan (the “Pension Plan”), Sugarman & Susskind, P.A. (the “Pension Plan’s Attorneys”) and Saxena White P.A., (hereinafter “Saxena White”); and

WHEREAS, the Retirement Plan is the owner of substantial assets that comprise the Palm Tran, Inc./Amalgamated Transit Union Local 1577 Pension Plan (the “Trust Fund”) which have been invested in securities; and

WHEREAS, the Trustees of the Trust Fund are fiduciaries acting in the interests of its participants and beneficiaries; and

WHEREAS, there exists the potential for loss to the Pension Plan resulting from breaches of fiduciary duties, fraud, misrepresentations or other violations of state and/or federal securities laws with respect to the common stock and other securities held by the Trust Fund; and

WHEREAS, the Pension Plan desires to obtain competent legal counsel to monitor the holdings and investments of the Trust Fund so as to provide legal advice and representation in those instances where the holdings of the Trust Fund are affected by occurrences of such securities law violations, including the possible prosecution of any claim that is deemed advisable by the Retirement Plan, with Saxena White’s advice; and

WHEREAS, Saxena White has expertise and experience in the investigation, prosecution and litigation of securities, class action and complex litigation matters, and
WHEREAS, the Pension Plan’s attorneys and Trustees of the Trust Fund are of the opinion that the payment of attorneys’ fees on an hourly basis and the payment of costs as they are incurred, for this potentially lengthy, complex and protracted type of litigation, would create an undue and uncertain burden on the Pension Plan’s finances; and

WHEREAS, this agreement does not require nor do the parties intend that there by an expenditures of public funds, it being understood that in the event of recovery in litigation involving the Pension Plan, Saxena White’s fees and reimbursement of expenditures by it will be obtained on a contingency fee basis from any settlement or judgment obtained; and

WHEREAS, the Pension Plan’s attorneys and Trustees of the Trust Fund are of the opinion that it is in the best interest of the Pension Plan and its participants and beneficiaries to retain the services of Saxena White.

NOW THEREFORE, it is agreed that the Pension Plan’s attorneys should and do hereby agree to retain Saxena White under the following terms and conditions:

1. Saxena White will provide advice to the Pension Plan’s attorneys and provide legal representation to the Pension Plan concerning the investigation evaluation, prosecution and litigation of any and all claims arising out of any and all breaches of fiduciary duty, fraud, misrepresentation or other violation of federal and/or state securities laws in connection with the common stock and securities holdings of the Trust Fund resulting in financial loss to the Pension Plan. The law firm of Saxena White P.A., with the approval of the Pension Plan’s trustees or their designee, shall be appointed to prosecute the litigation contemplated herein and agrees to perform necessary services in
the performance of this contract including, but not limited to, the following: Monitoring of the Trust Fund’s common stock and securities holdings, investigation of claims, timely filing of claims, filing of suit on behalf of the Pension Plan after receiving specific Pension Plan approval, and negotiation of settlement, as set forth herein.

2. Saxena White will provide the Pension Plan’s attorneys with periodic reports, not less often than quarterly, describing (a) activities since the last report, (b) plans for future activities, and (c) an explanation of the strategy being employed. Saxena White, from time to time, will also consult with and make recommendations to, the Pension Plan’s attorneys on the specific courses of action which should be pursued. Saxena White shall make recommendations to the Pension Plan to initiate litigation pursuant to this authorization, or to pursue lead plaintiff status in any pending litigation, and shall only proceed upon the concurrence of the Pension Plan’s attorneys and the Pension Plan’s board of trustees or the board’s authorized designee. Considering the need for timely action, an authorization to proceed may be obtained by Saxena White from the Pension Plan's attorneys and the board of trustees or its designee in any form so long as such authorization is confirmed by Saxena White in writing to all parties to this contract within three (3) business days.

3. This contract shall be effective beginning the date shown above and remain in effect until it is terminated upon giving of thirty days written notice, it being understood that Saxena White serves at the pleasure of the Pension Plan’s attorneys. In the event that this Contract is terminated and there is judgment or settlement of attorneys fees in connection with the claims assigned to and pursued by Saxena White, Saxena White
shall be entitled to be paid under quantum meruit out of any attorneys’ fees recovered by subsequent counsel in the prosecution of litigation which is subject to this contract.

4. No settlement, compromise or any other disposition of any claims made on behalf of the Pension Plan are authorized unless approved by the Pension Plan’s attorneys and board of trustees or the board’s designee, in writing.

5. Saxena White is authorized to associate counsel or other than the Pension Plan’s attorneys that it deems necessary for discovery, negotiation of settlement and/or trial of this matter, but only upon obtaining prior approval of the Trust Fund. Saxena White is authorized to hire the experts and consultants that are deemed necessary by it for negotiation of settlement and/or trial of this matter, at the sole expense of Saxena White, subject to recovery by Saxena White as costs from any settlement or judgment obtained.

6. Saxena White and its employees, subcontractors and agents shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, executive orders and/or requirement, as they case may be, in carrying out the provision of this Contract.

7. Saxena White hereby acknowledges that there exists no conflict of interest between Saxena White and the Pension Plan or the City of Riviera Beach, and that Saxena White does not presently represent clients having claims against the Pension Plan or the City of Riviera Beach.

8. The parties agree that interpretation and operation of this contract shall be governed by the laws of the State of Florida. Venue for any legal action concerning this contract shall be Palm Beach County, Florida.
9. In the event that any provision of this contract is found to be invalid or unenforceable, such invalidity shall not render the entire contract unenforceable, it being the intent of the parties that the remaining terms and provisions shall remain in full force and effect.

10. This Contract may be executed by the parties in one or more counterparts, all of which shall be deemed an original, but all of which taken together shall constitute one and the same contract. The receipt of facsimile copies of the signature page hereof shall constitute delivery of such signature page.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this day of ________, 2019.

SUGARMAN & SUSSKIND, P.A.        SAXENA WHITE P.A.
Robert A. Sugarman                Joseph E. White, III, Esq.
100 Miracle Mile, Suite 300       2424 N. Federal Highway, Suite 257
Coral Gables, FL 33134            Boca Raton, FL 33431
Telephone: (305) 529-2801         Telephone: (561) 394-3399
Fax: (305) 447-8115               Facsimile: (561) 394-3382

By: ___________________________   By: ___________________________

Palm Tran, Inc./Amalgamated Transit Union Local 1577 Pension Plan

c/o Benefits USA, Inc., Plan Administrator
3810 Inverrary Boulevard, Suite 302
Lauderhill, FL 33319
Telephone: (954) 730-2068

By: ___________________________
Chairperson