

Beasley Allen

BEASLEY ALLEN CROW METHVIN PORTIS & MILES, P.C.

Attorneys at law

Proposal for Legal Services to the Santa Rosa County School District BP - Deepwater Horizon Oil Spill

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February 25, 2011

Ms. Diane Scott, Chairperson
Mr. Hugh Winkles, Vice-Chairperson
Ms. Diane Coleman
Mr. Scott Peden
Ms. JoAnn Simpson

Board of the Santa Rosa County School District
5086 Canal Street
Milton, Florida

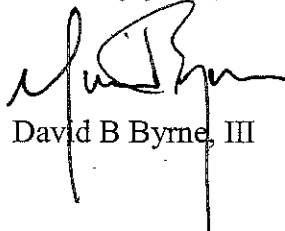
Dear Board Members,

On behalf of the law firm of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. ("Beasley Allen"), I am pleased to provide this proposal for legal services to the Board of the Santa Rosa County School District in response to the Board's request for proposals to represent the School District for the recovery of damages caused by the Deepwater Horizon oil spill.

We appreciate the opportunity to respond to the Board's request and believe that Beasley Allen is well positioned to provide the highest level of legal representation to insure that the School District is fully compensated for its losses.

If the Board is inclined, we would welcome the opportunity to address the Board personally regarding our firm's proposal, qualifications and environmental litigation experience. In addition, we would be happy to answer any questions the Board may have about the School District's claims and potential remedies.

Sincerely yours,



David B. Byrne, III

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About Our Firm

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Beasley Allen: At a Glance

Beasley Allen is a national litigation firm that currently has 50 attorneys and 250 support staff. Beasley Allen is currently the largest plaintiff's firm in the country with offices in one location. While Beasley Allen has attorneys licensed to practice in 19 states (including Florida), the firm also associates with lawyers in every other state – allowing the firm to handle cases anywhere in the country. Beasley Allen also employs a full-time staff of investigators, graphic designers and information technology employees.

Founded in 1979 by Jere Locke Beasley, Beasley Allen handles complex civil litigation and is segmented into four practice sections: Environmental/Toxic Tort litigation; Consumer Fraud; Products Liability; and Mass Torts & Pharmaceutical litigation. Beasley Allen's four practice sections are located in separate buildings in downtown Montgomery, Alabama.

Beasley Allen has helped its clients obtain **over \$20 Billion** in verdicts and settlements. In fact, Beasley Allen currently holds U.S. records for the largest verdicts/settlements in 4 categories:

The largest verdict against an oil company in U.S. history	\$11.9 Billion
The largest pharmaceutical drug settlement in U.S. history	\$4.85 Billion
The largest environmental settlement in U.S. history	\$700 Million
The largest predatory lending verdict in U.S. history	\$581 Million

Beasley Allen has been consistently recognized as one of the most successful civil litigation firms in the country. For instance, Beasley Allen attorneys have been profiled in such national publications as Forbes, Time Magazine, BusinessWeek, The New York Times, The Wall Street Journal, The National Law Journal, The ABA Journal, and Lawyers Weekly USA. The Firm has also appeared nationally on Good Morning America, 60 Minutes, The O'Reilly Factor, CNN, Fox ABC Evening News, CBS Evening News, NBC Evening News, and National Public Radio, among others. Beasley Allen attorneys have received prestigious awards, such as Martindale-Hubbell's AV-Ratings, Lawdragon 3000 (top 1 percent of legal profession), Lawdragon 500, *Best Lawyers in America*, *Super Lawyers*, *Chambers and Partners*, and chosen as the Reader's Choice #1 law firm in the state of Alabama for 8 straight years by the Montgomery Advertiser.

Environmental and Toxic Tort Litigation: A History of Success at Beasley Allen

Assisting individuals, businesses and governmental entities who have been damaged by pollution and environmental disasters is a top priority at Beasley Allen. The firm's Environmental & Toxic Torts Section includes 15 attorneys and numerous support staffers who focus entirely on complex environmental litigation and disaster response activities. Over the past 10 years, the section

has represented more than 30,000 individual clients, including numerous businesses and local governments that have been damaged by environmental pollution or hazardous wastes.

Beasley Allen's Environmental & Toxic Torts Section helped its clients obtain the landmark Monsanto \$700 Million settlement – the largest environmental settlement in U.S. history. The section also obtained a \$20.1 Million federal air pollution verdict for the City of Columbus, Georgia and successfully defended that verdict before the United States Supreme Court. The section also served as co-lead counsel in a \$4 Million class action settlement against McWane, Inc. for property owners impacted by air and water discharge. In addition, the section has obtained numerous million-dollar settlements or verdicts for clients in leaking underground storage tank cases, PM-2.5 pollution cases, and groundwater contamination cases.

Recently, Beasley Allen was appointed class counsel by the U.S. District Court of New Jersey on behalf of 15,000 private well owners and public water customers whose water was polluted by DuPont. Also, the firm currently serves as co-lead counsel in the TVA coal ash disaster class action in Kingston, Tennessee. Rhon E. Jones, the firm's Environmental Section Head, has been involved in cases for Beasley Allen totaling \$1.1 Billion in verdicts and settlements and is a recipient of the coveted "Super Lawyer" designation as rated by his peers and independent research. The well-respected Chambers and Partners publication had this to say about the firm's representation:

"This Montgomery team is held in high repute for its cutting-edge plaintiff work. It is expert in many areas including consumer fraud, products liability, personal injury and toxic torts. It recently acted for the City of Columbus (Georgia), Action Marine, and two individuals in an air pollution suit brought against Continental Carbon alleging property damage, loss of income and physical and emotional damage caused by carbon black emission. The formidable Jere Beasley is powerful in the community."

The State of Alabama and the City of Columbus, Georgia, are two of the firm's clients."

Beasley Allen's Role in the BP Oil Spill Litigation

From the very beginning, Beasley Allen has been heavily involved in the oil spill litigation. Beasley Allen has recovered almost **\$7 million** in economic losses for clients throughout the Gulf Coast. The firm has appeared in most major media outlets throughout the world regarding the spill and has led national seminars on oil spill legal issues. Based on Beasley Allen's extensive experience in large class action and MDL litigation, Beasley Allen Environmental Section Head Rhon Jones was selected by the U.S. District Court for the Eastern District of Louisiana to serve as one of 15 members on the MDL Plaintiffs' Steering Committee. Beasley Allen also holds leadership positions on the MDL economic damage, environmental sampling and public relations oil spill committees. In addition, Beasley Allen has played a major role in the litigation, including the following:

State of Alabama v. BP, et al., (USDC Middle District of Alabama)—Beasley Allen has represented the State in its cases against BP and the other responsible defendants and counseled the State regarding its litigation options.

Gulf County, Florida and the City of Mexico Beach---Beasley Allen represents both and has been working closely with them on their oil spill claims.

Beasley Allen also represents 8 Alabama cities over losses of tax revenue caused by the oil spill.

- Seafood processors and distributors: Beasley Allen represents approximately a half dozen of the largest and most reputable seafood processor and distributor companies on the Gulf Coast, with losses totaling in the tens of millions of dollars.
- Restaurant and Entertainment Industry: Beasley Allen represents the Alabama Restaurant Association ("ARA"), along with many restaurant, entertainment and service entities along the Gulf Coast that have sustained millions in losses.
- Property Interests: Beasley Allen represents property owners, rental agencies, hotels, development companies and projects with a total value in excess of \$500 million.
- Charter and Commercial Fishing: Beasley Allen represents charter and commercial fishermen interests, including holders of individual fishing quotas, throughout the affected region.
- Retail Industry: Beasley Allen represents Gulf Coast retail businesses that have suffered significant losses as a result of the oil spill.
- Employment Sector: Beasley Allen represents hundreds of workers along the Gulf Coast that have lost jobs or wages as a result of the oil spill;
- Personal Injury: Beasley Allen represents workers and residents injured as a result of exposure to crude oil and dispersant toxins.
- Construction Sector: Beasley Allen represents construction entities that are suffering from a collapse of the Gulf Coast real estate industry as a result of the oil spill.
- Other Businesses: Beasley Allen represents many other business interests, including insurance companies, travel agencies, janitorial and maintenance companies, advertising entities, and trucking companies, all of which have suffered significant losses as a result of the oil spill.

A Leader in Complex Civil Litigation

Beasley Allen has consistently held leadership roles in some of the most complex and significant litigation in the country. Specifically, Beasley Allen has served as either lead or co-lead counsel on behalf of state governments:

- Lead counsel for State of Alabama vs. Exxon Mobil for oil and gas royalty breach of contract and fraud.
- Lead counsel for State of Alabama, Arkansas, Kansas, Louisiana, Mississippi, South Carolina, Hawaii, and Utah against 75 pharmaceutical companies for Medicaid Fraud.

Beasley Allen has been selected as Lead Counsel by Federal Courts in some of the most significant multi-district litigation actions ("MDL's") in United States history:

- In Re Vioxx Products Liability Litigation, Co-lead counsel in \$4.85 Billion settlement against Merck in Vioxx multi-district litigation consolidated in the Eastern District of Louisiana, MDL No. 1657.
- In Re Reciprocal of America Sales Practices Litigation, United States District Court, Western District of Tennessee, MDL No. 1551.
- In Re American General Life and Accident Insurance Company Industrial Life Insurance Litigation, United States District Court, District of South Carolina, MDL No. 1429.
- In Re Dollar General Corp. Fair Labor Standards Acts Litigation, United States District Court, North District of Alabama, MDL 1635.

Beasley Allen has also been appointed as an MDL Steering Committee Member in the following cases:

- In Re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation, United States District Court, Central District of California, MDL No. 2151.
- In Re: Motor Fuel Temperature Sales Practices Litigation, United States District Court, District of Kansas, MDL No. 1840.
- Bextra/Celebrex, Bextra and Celebrex Marketing Sales Practices and Product Liability Litigation, United States District of California, MDL No. 1699.
- In Re Fosamax Products Liability Litigation, United States District Court, Southern District of New York, MDL No. 1789.

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Our Involvement and Work To Date Regarding the BP Oil Spill

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Beasley Allen was one of the first firms to respond to the Deepwater Horizon explosion by filing legal actions shortly following the Deepwater Horizon explosion to insure that critical facts and evidence were preserved. We have continued to lead the litigation since that time, representing hundreds of businesses, individuals and governmental entities in all Gulf coast states.

We have been retained by cities and counties to assist them in recovering losses due to the spill and have assisted the State of Alabama with its claims for economic losses (including tax revenues).

BP took the position early on that it would unlikely fully compensate for losses occasioned by the decrease in property valuation caused by the spill. Although we are prepared to negotiate such claims for our governmental clients, it appears that claims for lost revenues due to property devaluation will only be fully resolved through litigation efforts.

Most all lawsuits filed or to be filed as a result of the spill have been consolidated in New Orleans, but not all law firms representing clients injured by the spill are involved with this multidistrict litigation. Beasley Allen is proud to have been selected by the court as one of only a hand full of firms from across the nation to lead this important litigation. Through our involvement with the multidistrict litigation, Beasley Allen is well positioned to aggressively pursue the claims of our governmental clients until their claims are fully resolved.

We understand how to prepare, prove and prevail in claims for damages based on diminution in property values through our involvement in this and previous environmental cases. Through Beasley Allen's involvement in the New Orleans litigation, our lawyers have been instrumental in assembling and working with a group of some of the most highly regarded real estate economists and other economic loss professionals in the Gulf region and Country. These experts have gathered extensive economic data from the Gulf coast and have prepared specific models and methods for calculating property diminution damages. We are prepared to use these existing resources to prove the damage claims of our governmental clients, but are also aware that a "cookie cutter" approach is not appropriate and that the specific circumstances of each governmental entity must be considered.

The Santa Rosa County School Board currently faces difficult fiscal challenges with the expiration of federal stimulus funding, substantial declines in the taxable value of real estate (6% or \$480,000,000 in 2010) and the recently proposed 10% cut in the State education budget. For these reasons, we believe that the Board should pursue all available remedies to recover its losses caused by the spill.

Since over 65% of the Santa Rosa County School District's revenues are derived from payments from the Florida Education Finance Program (FEFP) (estimated at over \$74,000,000 for the current fiscal year) and receipts from the District school tax (estimated at over \$51,000,000 for the current fiscal year), these major revenue sources are significantly impacted by variations in the local as well as the statewide property tax base.

Although the exact impact of the oil spill on property values is not yet known, economists using information from previous events have estimated that property values along the Gulf coast could decrease 10% for a period up to three years or a decrease of 4.3 billion dollars. Such valuation decreases could result in losses of critically needed financial resources at a time when the Board is already facing serious

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Proposed Contract of Employment and Explanation of Expense Allocation

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A proposed attorney employment contract between the Santa Rosa County School District and the Beasley Allen law firm is attached for the Board's review and consideration.

The contract proposes a contingency fee as a percentage of the *net* recovery (*after* the deduction of case expenses). The Board will pay no attorney fees unless there is a recovery of damages.

The agreement proposes a contingency fee of 15% of the net recovery prior to suit being filed, and a contingency fee of 19% of the net recovery after suit is filed.

In addition, our proposed agreement states that *no fee* will be paid on amounts received by the Board from sources unrelated to the efforts of Beasley Allen such as payments made under the existing Florida Deepwater Horizon Grant programs, or direct payments made to the Board by BP without our assistance in the claims process.

To address any expenses or fees that the Board might incur due to the involvement or monitoring of the litigation process by the Board's general counsel, Beasley Allen is willing to enter into an agreement with the Board that includes a method to reimburse the Board for any fees and expenses it pays general counsel.

All case expenses incurred in representation of the Board will be borne by Beasley, Allen. The firm has ample resources available to fully prosecute the Board's claims. The firm is willing to keep the Board or its counsel periodically informed of expenses incurred on behalf of the Board so that these expenditures can be reviewed.

Because of Beasley Allen's significant role in prosecuting the pending multidistrict oil spill litigation in New Orleans, the firm is able to share the expense of some experts and litigation activities with other major law firms involved in the litigation which we believe will reduce the expenses that will be incurred by our clients. This potential reduction in litigation expenses could translate into greater net recoveries for our clients.

To the extent that expenses are incurred for common work product that is used for the benefit of clients in addition to the Board, these expenses will be shared proportionately by all clients benefiting from the work product.

The terms of our proposed employment agreement are of course, negotiable. However, we believe that our proposal is fair to the Board in its terms and will allow the Board the greatest potential for recovery when compared to the terms offered by other firms.

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.

**CONTRACT FOR EMPLOYMENT OF OUTSIDE LEGAL COUNSEL
BY THE SANTA ROSA COUNTY, FLORIDA SCHOOL DISTRICT**

SCHOOL DISTRICT

REPRESENTATIVE _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

PHONE: _____

The Santa Rosa County, Florida School District (the "School District" or "client") hereby retains and employs Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., 250 Commerce Street, Montgomery, Alabama 36103 (hereafter the "Attorneys", "attorney(s)" or "attorney"), as the School District's attorney(s) to settle, compromise, adjust and sue for recovery of lost revenues, property damages, administrative expenses, and any other economic losses suffered or incurred by the School District as a result of the Deepwater Horizon explosion, fire and/or oil spill and the acts, omissions and/or conduct of BP, BP American Production Company, BP Exploration & Production, Inc., BP Corporation North America, Inc., Transocean, Ltd., Transocean Holdings, LLC, Halliburton Energy Services, Inc., Cameron International Corp., Anadarko Inc., Moex Inc., and others.

The School District understands that this agreement for legal representation extends only to the claim(s) described above and does not include representation in any other matters not described above or not related thereto.

The School District agrees that said attorney(s), at their election, shall have the absolute right at all times during this agreement to withdraw as the School District's legal counsel.

The School District agrees that said attorney(s), at their election and without additional cost to the School District may associate other counsel with them. However, said counsel is subject to client approval.

This contract may be cancelled by written notification to the attorney(s) at any time within three business days of the date the contract was signed, as shown below, and if canceled within that time, the School District shall not be obligated to pay any fees to the attorney(s) for the work performed during that time.

The School District hereby gives said attorney(s) full and complete authorization to proceed in this matter as they see fit and to negotiate, sue, appeal, settle and take such other steps as they deem necessary and proper, and the School District agrees to pay all of attorney(s) costs and disbursements in connection therewith; provided that the attorney(s) shall not settle the matter without the School District's consent. It is also expressly understood that attorneys will not file suit or commence litigation on the School District's behalf in any court without the express approval of the School District.

This employment is undertaken on a contingency basis. No attorney's fee will be due to the attorney(s) if no recovery is made. However, if a recovery is made, and as compensation for attorney(s)' services, the School District agrees to pay said attorney(s), or agrees that attorney(s) retain out of any funds coming into their hands the greater of (1) the appropriate percentage as set forth in the following schedule, applied to the net recovery, including damages and interest (but not including costs) or (2) the amount recovered as court-awarded attorney's fees. The schedule of percentages is as follows:

- a. 15% of any recovery obtained through attorney(s) filing and client receiving payment for any claim(s) filed with BP, its authorized agents/representatives (e.g., the Gulf Coast Claims Facility) or any other designated "responsible parties" pursuant to the presentment procedures set forth in the Oil Pollution Act of 1990 ("OPA").
- b. 19% of any recovery obtained by settlement or judgment after the School District files or otherwise initiates suit in court against any Defendant and continuing through trial.
- c. 2% of any recovery if an appeal is necessary. Such 2% is in addition to the fees stated above.

In cases in which the client is to receive a recovery which will be paid to the client on a future structured or periodic basis, the contingent fee percentage shall be calculated on the total cost of the structured settlement or, if the cost is unknown, on the

present money value of the initial cash payment and the structured settlement with the fee to be paid immediately out of the first payment made pursuant to the settlement, unless mutually agreed otherwise.

In addition to the contingent attorneys' fees, the School District agrees to repay from the proceeds of any recovery all expenses incurred in the prosecution of its claim(s), including the costs of investigation, paralegal assistance, research costs, travel, charges for obtaining/copying records, experts' fees, witness fees, court reporters' charges, legal research, and the costs of filing suit, if necessary. If there is no recovery, the School District shall have no obligation to repay the Attorneys for these expenses.

Any monies received by the School District from the State of Florida Deepwater Horizon Grant program, any state or federal grant program dedicated to the promotion of tourism, or any separate state or federal program that is exclusively funded by the state or federal government and dedicated to oil spill-related emergency response and/or pre-damage mitigation efforts are exempt from the recovery of any attorney's fees under this Agreement and no attorney's fees shall be deemed earned or payable as a result of any such payments of monies to the School District. Likewise, any monies provided to the School District by BP in connection with the Deepwater Horizon oil disaster without the assistance of attorneys shall be exempt from the recovery of any attorney's fees under this Agreement. It is expressly understood however, that the School District will not enter into any settlement negotiations and/or settlement communications with BP or any other potential defendant or responsible party without the prior written consent of attorneys.

The School District agrees not to make any settlement or other disposition of this matter without the consent of said attorney(s) and then, in any such event, said attorney(s) shall be entitled to full compensation.

The School District understands that the attorney(s) give no guarantees and make no representations regarding the success or resolution of the School District's claims or causes of action.

The School District has, before signing this contract, received and read the attached Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to keep and refer to while being represented by the undersigned attorney(s).

The School District has read this agreement and agrees to be bound by these terms. Any modifications in the terms of this agreement shall be typewritten or handwritten in the margin below and initialed by both parties.

DATED in _____, Florida, on the _____ day of _____, 2011.

Santa Rosa County School District Representative

ATTORNEYS:

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee-sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract, which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expense and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance your money to prepare or research the case, you have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount received or on the amount received minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay your lawyer for costs, and liability you might have for attorney's fees to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

DATED in _____, Florida, on the _____ day of _____, 2011.

Santa Rosa County School District Representative

ATTORNEYS:
