



ACTION ITEM 2

Insurance Coverage Counsel Approval

At the April 8, 2022, Special Board Meeting, the Board authorized the CEO and General Counsel to begin the process to engage outside insurance coverage counsel to determine whether the final disallowed costs of \$1,862,989.81 from the DOL compliance review can be recovered from CareerSource Pinellas' insurance carriers. Stephanie Marchman, Outside General Counsel, has previously worked with Attorneys James J. Dean and Robert A. McNeely of the law firm Messer Caparello, P.A. (Messer Caparello) in coverage litigation involving a quasi-governmental non-profit and recommended that CareerSource Pinellas likewise engage them to represent it in all matters in connection with a claim for insurance coverage relating to a monetary demand made by the U.S. Department of Labor in March 2022, whether arising in litigation or otherwise. Messer Caparello has determined that they are available and willing to do so, under the terms outlined in their attached proposal. It is further recommended that CareerSource Pinellas execute the attached conflict waiver so that Messer Caparello may represent both CareerSource Pinellas and CareerSource Tampa in connection with their separate claims for insurance coverage relating to a monetary demand made of the Clients by the U.S. Department of Labor in March 2022, as the organizations interests are aligned and efficiencies will likely be gained by engaging joint coverage counsel due to similar operative facts in this case.

CareerSource Pinellas' By-Laws require that the Ad-Hoc Committee establish legal counsel qualifications, terms of engagement, recruitment process, and rating proposals, subject to approval by the full Board of Directors and the Pinellas County Board of County Commissioners. Given the time sensitive nature of this matter, it recommended that CareerSource Pinellas follow this process for engaging legal service providers as outlined in its By-Laws, but it proceed as expeditiously as possible in light of the time sensitive nature of this representation.

RECOMMENDATION

Approval of Messer Caparello's proposal and conflict waiver so they may serve as insurance coverage counsel in all matters related to a claim for insurance coverage relating to a monetary demand made by the U.S. Department of Labor in March 2022, subject to approval by the full Board of Directors and Pinellas County Board of County Commissioners.



April 14, 2022

ATTORNEY-CLIENT PRIVILEGED INFORMATION

WorkNet Pinellas, Inc.
d/b/a CareerSource Pinellas
c/o Barclay Harless, Board Chair
13805 58th Street North
Suite 2-140
Clearwater, FL 33760

Re: *Coverage Counsel Representation Agreement*

Dear Mr. Harless:

This letter discusses the terms of engagement if WorkNet Pinellas, Inc., d/b/a CareerSource Pinellas ("CSP") chooses to retain our firm to represent it in all matters related to a claim for insurance coverage relating to a monetary demand made by the U.S. Department of Labor in March 2022. This representation includes all matters related to insurance coverage whether arising in litigation or otherwise.

Our billing rates are as follows: Senior attorneys (those with 25 years or more of legal experience), \$345 per hour; all other attorneys, \$225 per hour; and paralegals, \$85 per hour. In order to commence representation, we will require an advance fee deposit of \$10,000, which can be delivered to our physical address by check, wired to our firm account (instructions below), or paid over the phone by credit card. Please call our office for assistance with a credit card payment. We will place these sums in trust and bill against them as fees and costs are incurred.

We will provide CSP a monthly invoice showing services rendered, costs incurred (if any), the balance paid from trust, and the balance remaining in trust. Should the balance remaining fall to or below \$1,000, CSP agrees to replenish the trust account with an additional \$10,000 advance fee deposit. Within 30 days after the expiration or earlier termination of this representation, any unused portion of the deposit, shall be delivered to CSP at the address set forth above.

Should any balance due remain on CSP's account for more than 30 days, then CSP agrees we may, in our discretion, withdraw from any further representation. In the event it is necessary to institute suit for the collection of fees and advances, CSP will pay, in addition to any judgment for such fees and advances, all costs and expenses necessitated thereby, including reasonable attorney's fees for suit.

CSP agrees that the provisions of this agreement may be disclosed to the Court in connection with any application for attorney's fees and costs for services that may be rendered on CSP's behalf, and we have the right to advise the Court of any amounts that have been received on account of fees and costs.

Under certain circumstances, CSP may be entitled to reasonable attorney's fees and costs from an adverse party. CSP agrees we shall be paid based on the hourly rates described herein or, should this matter permit, an amount awarded by a court, whichever is higher. If we receive an award of reasonable attorney's fees and costs from a court that is higher than the aggregate amount paid by CSP, then CSP shall be fully reimbursed. The court award of fees, if any, does not set or limit the attorney's fee in any way. The collection of fees from an adverse party is an additional service on CSP's behalf, and CSP is expected to pay the further fee on the same basis as is set forth in the Agreement for performing such service.

If CSP agrees with the terms stated in this letter, please sign below and return a copy of this letter by email. Electronic signatures (using an app such as DocuSign) are acceptable and binding. Also please forward the advance deposit fee, so that we can begin working as soon as possible. If you have any questions at any time, please do not hesitate to call. It is our pleasure to be of service.

WIRE TRANSFER INSTRUCTIONS FOR TRUST ACCOUNT

Centennial Bank
3110 Capital Circle N.E.
Tallahassee, FL 32308
ABA# 082902757
Account# 0504196750
MESSER CAPARELLO, P.A.
Trust Account

Sincerely,
/s/ James J. Dean
James J. Dean
Robert A. McNeely

APPROVED AND ACCEPTED, on this ____ day of April, 2022.

WorkNet Pinellas, Inc.
d/b/a CareerSource Pinellas

BY: _____
Barclay Harless

ITS: _____

**CONFLICT WAIVER
JOINT REPRESENTATION OF MULTIPLE CLIENTS**

MESSER CAPARELLO, P.A. has been asked to be “coverage counsel” and to represent jointly WorkNet Pinellas, Inc. D/B/A CareerSource Pinellas (“CSP”) and Tampa Bay Workforce Alliance, Inc. D/B/A CareerSource Tampa Bay (“CSTB”) (collectively, the “Clients”) in connection with separate claims by CSP and CSTB for insurance coverage relating to a monetary demand made of the Clients by the U.S. Department of Labor in March 2022. This representation includes all matters related to insurance coverage whether arising in litigation or otherwise. The representation of MESSER CAPARELLO, P.A., is subject to the following understandings.

Although the interests of the Clients in this representation are consistent in that the Clients desire the insurance coverage to be upheld, the Clients recognize and understand that there are advantages and risks to joint representation. Among the risks are that facts will be discovered that could result in the Clients becoming adverse to each other. In such a situation, if the new information created an unwaivable conflict of interest, then MESSER CAPARELLO, P.A., would be required to withdraw from representing the Clients, and the Clients would need to obtain new counsel. Among the advantages of the joint representation are the economies of scale: the Clients expect to have substantially similar positions, factually and legally, throughout the representation. Accordingly, joint representation to present substantially similar facts and legal arguments would be significantly less expensive, more efficient, and more cohesive than presenting those facts and arguments by multiple different law firms.

MESSER CAPARELLO, P.A., has analyzed this matter and believes that it can provide competent and diligent representation to each client through joint representation.

Pursuant to the Rules Regulating The Florida Bar, the Clients agree, individually and collectively, that the joint representation of both of them by MESSER CAPARELLO, P.A., is not directly adverse to either of them, and, moreover, that there is not a substantial risk that the joint representation of the Clients will be materially limited by the responsibilities of MESSER CAPARELLO, P.A., to each individual client. Furthermore, having explored the advantages and risks of joint representation and having had the opportunity to consult with independent legal counsel regarding the joint representation, the Clients understand and agree, jointly and individually, to waive any conflict of interest in this joint representation.

The Clients understand that MESSER CAPARELLO, P.A., will be sending bills for services rendered to the Clients directly to each individual client for payment under the terms of its Fee Agreement. In general, attorney’s fees and costs will be split equally among each client for services generally applicable to both clients. Exceptions would arise where, by way of example only, one client’s insurance policy has materially different and more complex provisions than the other client’s insurance policy. In such a case, time for services specific to the more complex policy will be allocated only to the individual client. Services unique to a particular client will be billed to that client.

It is further understood and agreed that MESSER CAPARELLO, P.A., and its attorneys may freely convey necessary information provided by one client to the other in this matter, and that there will be no secrets as between the undersigned and the Clients unless otherwise agreed by both of the Clients.

The undersigned agrees and acknowledges that this Conflict Waiver - Joint Representation of Multiple Clients has been carefully read, fully considered and understood, and voluntarily executed. This document may be executed in counterparts and remain fully binding.

WORKNET PINELLAS, INC.
D/B/A CAREERSOURCE PINELLAS

TAMPA BAY WORKFORCE ALLIANCE, INC.
D/B/A CAREERSOURCE TAMPA BAY

BY: _____
Barclay Harless

BY: _____
Benjamin Hom

ITS: _____

ITS: _____

DATE: _____

DATE: _____

James J. Dean



Education

- Florida State University College of Law, J.D., *summa cum laude*, 1989
- University of South Florida, B.A., *summa cum laude*, 1985

Practice Areas

- Labor and Employment
- Constitutional Law
- Civil Rights
- Education Law
- Americans With Disabilities Act
- Libel and Slander
- Insurance Coverage Disputes
- Civil Litigation and Appeals
- Arbitration and Mediation

Direct Phone: (850) 201-5221
Email Address: jdean@lawfla.com



Download vCard



AV® Preeminent™ and BV® Distinguished™ are certification marks of Reed Elsevier Properties Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies.

Education

- The Florida State University College of Law, J.D., *with high honors*, 1993
- University of Kansas, B.S., Journalism, 1981

Practice Areas

- Entertainment Law
- Intellectual Property Law (Trademarks & Copyrights)
- Florida Appellate Law
- Florida Administrative Law
- Business Transactions & Commercial Litigation

Rob McNeely



Direct Phone: (850) 553-3470
Email Address: rmcneely@lawfla.com



[Download vCard](#)



AV® Preeminent™ and BV® Distinguished™ are certification marks of Reed Elsevier Properties Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies.