

**DEREK SMITH LAW GROUP, PLLC**  
**INITIAL RETAINER AGREEMENT**

**The Client:**

\_\_\_\_\_ (NAME)

\_\_\_\_\_ (D/O/B)

\_\_\_\_\_ (Mailing Address)

The Above Client, hereby retains DEREK SMITH LAW GROUP, PLLC and all affiliated offices (“Attorneys” or “DSLJ” or the “Firm”) to represent the Client regarding a claim for BREACH OF CONTRACT, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, NEGLIGENCE, BREACH OF FIDUCIARY DUTY, and all other claims arising out of this action, against ROBINHOOD FINANCIAL LLC ROBINHOOD SECURITIES, LLC ROBINHOOD MARKETS, INC., or any other entity owned, related, or operated by the above corporate entities (collectively, “Defendants”).

We shall be bound by the following understandings and agreements:

**1. Scope of Representation:**

DEREK SMITH LAW GROUP, LLP will represent the Client exclusively with respect to all claims arising from the above causes of action relating to Client’s use of Defendants’ web-based application. Client agrees to fully cooperate with the Attorneys and respond to and comply with all oral and written requests by Attorneys in reasonable, timely manner. If Client does not, Attorneys may withdraw as counsel. (**NOTE:** Scope of representation can change depending on the status of a Court approving or denying this case as a “class action,” as explained further below in paragraph 8).

**2. Fees:**

In consideration of the services rendered and to be rendered by DEREK SMITH LAW GROUP, LLP, the Client hereby agrees to pay the Firm legal fees which shall be:

Client(s) agree to pay and Attorneys are authorized to retain out of any monies that may come into their possession by reason of the above claim, thirty-three and one-third (1/3rd) of the gross settlement or award, whether for lost wages, lost earnings, lost opportunity, punitive damages, attorneys fees, emotional damages or any other damages. Reimbursement for advanced expenses shall be reimbursed from the Client’s remaining shares. We shall also be entitled to 1/3rd of any mediation fees we are able to have the employer pay on your behalf or reimburse you. In the event of substitution of Attorneys, Derek Smith Law Group, PLLC shall be entitled to immediate repayment of all disbursements and have a fixed percentage of the ultimate recovery determined at the conclusion of the case. In the event a resolution involves more than one payment installment, the full attorney’s fees and costs will be paid from the first installment(s). Attorneys

shall not be responsible for representing clients in any counterclaims against Plaintiff, unless Attorneys and Clients come to an additional fee agreement.

The Firm Agrees to Pay and Remain Liable for All Costs and Expenses, Regardless of the Outcome of This Matter. Percentage is computed on the gross sum recovered before deducting expenses and disbursements. The Firm agrees to pay all costs and expenses of the action and the Client will not remain responsible for all expenses and disbursements in the event the claim or action is dismissed or otherwise rejected by any court of competent jurisdiction.

Examples of expenses and disbursements for expert medical and other testimony and investigative or other services properly chargeable to the enforcement of the claim or prosecution of the action include, but are not limited to, charges for: retaining investigators; storage fees relating to the preservation of evidence; obtaining medical records; retaining expert witnesses and consultants, including locating and preparing expert witnesses and consultants, obtaining reports and testimony, and related transportation, parking, mileage, meals and hotel costs; court filing fees; service of process fees; subpoena fees; costs associated with taking depositions, including stenographer's fees, videographer's fees and video conferencing costs; court reporter fees; notary fees; mediator, arbitrator and/or special master fees; specialized medical and legal research fees; computerized research fees; expenses for focus groups and jury consultants; photography; preparation of exhibits; photocopying and other reproduction costs; fees and expenses of non-expert witnesses; postage and delivery fees; travel costs, including parking, mileage, transportation, meals and hotel costs; long distance telephone and fax charges; and all other necessary and incidental expenses and disbursements incurred on the Client's behalf. This list is not exclusive.

The Client understands that the Firm may charge reasonable additional compensation if proceedings in other courts are necessary because of a change of circumstances of a party. This further representation will require a new Fee Agreement.

***Possible Medicare, Medicaid, Private Health Insurance Liens:*** The Client understands that current law and regulations regarding Medicare, Medicaid or private health insurance plans (Healthcare Providers) may require all parties involved in this matter (the Client, the Firm, defendant and any insurance companies) to compromise, settle, or execute a release of Healthcare Providers' separate claim for reimbursement/lien for past and future payments prior to distributing any verdict or settlement proceeds. The Client agrees that the Firm may take all steps in this matter deemed advisable for the handling of the Client's claim, including hiring separate experts/case workers who assist with resolving any Healthcare Providers' reimbursement claims or liens for past and/or future injury-related medical care. The expense of any such service shall be treated as an expense and disbursement when computing the legal fees in this matter. In computing the fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered. For the following or similar items there shall be no deduction in computing such percentages: Liens, assignments or claims in favor of hospitals, for medical care and treatment by doctors and nurses, or self-insurers or insurance carriers.

### **3. No Promise of Guarantee of Recovery**

Client(s) agree that attorneys have made no promises or guarantees regarding the outcome to the client's(s') claim. Additionally, if after investigating or at any time, in the opinion of the Attorneys, the claim does not appear to them to have merit, or the potential benefits are not worth the potential costs, or in the event that it appears defendants have no insurance coverage or substantial assets, then Attorneys shall have the right to cancel this agreement at any point in the case and withdraw as attorneys. Also, in such case, the Client will be released of all financial responsibilities for any attorneys fees. Attorneys may discard client files 7 years after the representation is terminated or case is over (whichever is earlier).

### **4.Cooperation & Associated Counsel**

Client agrees to fully cooperate with the Attorneys and respond to and comply with all oral and written requests by Attorneys. If Client does not, Attorneys may withdraw as counsel. Client agrees to immediately give to attorneys all correspondence and emails regarding their case immediately upon Client's receipt. Associated or Of Counsel may be employed at the discretion and expense of the Attorneys. Client fully agrees that in the event the case is referred to Of Counsel that the Of Counsel and Derek Smith Law Group, LLP may each share in the attorneys fees but in no event shall the client be required to pay more than the above 33% as legal fees. Derek Smith Law Group, LLP and outside or associated counsel shall each bear joint responsibility for my case.

(Note: in a class action claim like this it is highly likely the Firm will retain outside counsel).

### **5.Appeals**

Attorneys are not obligated to take Appeals from adverse decisions or verdicts. If Derek Smith Law Group, LLP agrees with the client to handle the appeal themselves, this shall be arranged under a separate agreement with the client.

### **6. Confidential Information.**

Client (s) acknowledge that during the course of litigation and negotiation, the disclosure of certain personal and/or private information may be required. Client (s) hereby authorize the Firm to turn all information, including medical or psychological reports, official performance and service records, and any other records over to the adversarial party, as the Firm deems necessary.

### **7. Arbitration**

In the unlike event that a dispute arises between the parties herein relating to fees, Client may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

## **8. Class Actions**

This matter involves class-based claims, you understand that you are **acting in both an individual capacity and as a class representative on behalf of a class of similarly situated individuals and/or entities**. If you are asked to be class representative, you understand that you are assuming a responsibility to each and every member of the class and to represent their interests fairly and adequately. To that end, you agree not to put your own interests ahead of other members of the class or act to the disadvantage of other class members.

Finally, you understand that if the matter is successfully litigated or settled as a class action, DSLG and/or other attorneys representing the class may seek an order from the court authorizing that a special payment be made to you for your time spent as class representative if so permitted by law. However, you understand that any such payment is not guaranteed, is subject to court approval, and will not be paid by DSLG or any other attorney representing the class.

***Representation of Multiple Clients*** You agree that DSLG may represent one or more additional clients who have claims similar or related to those covered by this Agreement. Attorneys' fees for class claims typically fall within a range of 20-30% of the net recovery after reimbursement of litigation expenses (including notice costs, if any). In the event of a class recovery, DSLG and any other attorneys representing the class will make an application to the court for an award of fees and reimbursement of litigation expenses and shall take only such fees and expenses as are awarded by the court.

If this matter involves class claims, you understand that **DSLG has a fiduciary obligation to prosecute this case in a manner that is fair, equitable and in the best interests of the class**. With your input, DSLG shall determine when any offer of compromise is reasonable and shall, subject to court approval, have the right to settle class claims on such terms as are deemed fair, equitable and in the best interests of the class.

***You as Lead Plaintiff***. By signing and agreeing to our representation, you are agreeing to be “lead plaintiff” in a class action brought pursuant to the scope of representation, defined above. This means you would be the “named” plaintiff on the action and have your name on the public court docket. As lead plaintiff you **may** receive greater compensation, but this decision is completely within the discretion of any court and is in no way guaranteed by DSLG.

***If Class Certification is Unsuccessful The Firm Retains the Right to Withdraw As Counsel***. If, in the event, a Court refuses to grant this action “class action status,” meaning, the Court denies the Firm’s application to let multiple parties bring a collective action against the same Defendants for the same causes of action, the DSLG reserves the absolute right to withdraw as your counsel.

**9. Tax Treatment and Tax Advice.** You understand that if you receive any amount of money as a result of the matters pursued by DSLG under this Agreement, it is likely some or all of that money will be taxable. You understand that certain tax withholdings may be required prior to your receipt of any recovery in this matter. Furthermore, you understand that more tax may be owed than has been withheld or that you may be eligible for a refund. You understand that DSLG is not a tax advisor and cannot provide tax advice on any of these matters. You will consult with a tax advisor for answers to any questions you may have about the tax implications of any amount you may receive as an award, judgment or in settlement in exchange for a release of any of the claims brought in connection with this Agreement.

**10. Headers/Captions** The captions of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

**11. Choice of Law** This Agreement shall be governed by the substantive and procedural laws of the State of New York, without regard to its conflicts of laws principles.

If the foregoing meets with your approval, kindly signify your consent by signing your name in the space provided below.

**READ, ACKNOWLEDGED, AGREED, CONSENTED TO AND APPROVED:**

X \_\_\_\_\_ X \_\_\_\_\_

Client: \_\_\_\_\_ DEREK SMITH, LAW GROUP, LLP  
Printed Name

Dated: