



The Shrimp e-Advocate

IMPORTANT INFORMATION

MAY 2010

The Southern Shrimp Alliance (SSA) is a non-profit alliance of members of the U.S. shrimp industry in eight states committed to preventing the continued deterioration of America's shrimp industry and to ensuring the industry's future viability. SSA serves as the national voice for the shrimp fishermen and processors in Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, and Texas.

Quick Links

[SSA Website](#)

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IMPORTANT INFORMATION:

Over the last week, members of the shrimp industry have been encouraged to sign up for legal representation related to potential claims arising from the oil spill in the Gulf.

As an organization, the Southern Shrimp Alliance does not provide legal advice to its membership regarding individual legal claims. Nevertheless, we recognize that there is widespread confusion within the industry regarding how best to make use of any legal rights that might be available.

At last check, at least 47 class-action lawsuits have been filed in federal courts from Texas to Florida related to the oil spill. At least 17 of these 47 lawsuits involve named plaintiffs that are members of the domestic shrimp industry. Several more suits are likely to be filed in the coming weeks. The lawsuits that have already been filed involve dozens of different law firms and the lawsuits that do not specifically name members of the shrimp industry define classes of plaintiffs that would encompass those within the industry.

Because everything seems to be happening quickly, there appears to be a great deal of pressure felt to take immediate action and sign representation agreements with attorneys. Any decision to seek legal help should be made based on individual considerations. However, if you do decide to seek legal assistance, you should keep in mind that there are many, many different lawyers competing to represent you in any potential claims.

The issues raised by potential lawsuits are complex and require careful consideration. As an initial matter, any representation agreement that you are considering signing should be carefully reviewed.

Below is a listing of just some of the questions that you may want to keep in mind when reviewing documents:

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1) Do I understand all the clauses in the agreement?

If there is anything in an agreement that you are asked to sign that you do not understand, make sure to ask for more explanation. If you still are not comfortable that you understand what the language says, ask to have it removed or amended to something that is easier to understand.

2) What do I have to pay?

Most attorney agreements will set up attorney fees on a contingency fee basis. This means that the attorney will receive payment only if funds are obtained from the attorney's work. The amount of attorney fees potentially going to the attorney is usually expressed as a percentage of the total recovery. Frequently, the percentage received by the attorney will change depending on when funds are obtained by the attorney. For example, if funds are obtained through a settlement prior to the filing of any lawsuit, the attorney may receive a smaller percentage of fees than funds obtained after litigation has begun.

It is also important to know who is responsible for the attorney's costs and expenses - which are usually not included in the attorney's fees. Frequently, attorney's costs and expenses, like the attorney's fees, will only be recovered if the attorney successfully obtains funds for you. However, some representation agreements will require you to be responsible for the attorney's costs and expenses regardless of whether the attorney is successful or not. That means that even if the attorney fails to win an award, you may owe the attorney for the costs and expenses related to their efforts. Attorney's cost and expenses can be significant depending upon whether your attorney has hired consultants, traveled extensively in relation to the case, or taken other action that has incurred high expenses.

3) Can I terminate the representation and, if so, how do I do it?

It is generally helpful to understand how to get out of a contract that you have become dissatisfied with. Does the agreement allow you terminate the attorney-client relationship

should you decide you want to end it? If so, are there penalties for terminating the agreement? For example, are you responsible for paying any costs or expenses incurred by the attorney?

4) What happens if a disagreement arises in the course of the representation?

Frequently, representation agreements will ask that you give up your ability to take your attorney to court should you be dissatisfied with their work. If the agreement requires you to handle any dispute in a particular manner, you should understand what that alternative means.