

AUTHORITY TO REPRESENT

RE: Pinellas County (Florida) civil suit against those legally responsible for the opioid epidemic and damages caused thereby.

PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter "CLIENT") hereby retains the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA, pursuant to the Florida Rules of Professional Responsibility 4-1.5, on a contingent fee basis, to pursue all civil remedies against those in the chain of manufacture and distribution of prescription opiates responsible for the opioid epidemic which is plaguing Pinellas County (Florida). **Peter Mougey, Esq.** (Florida Bar #191825) of the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

MCHUGH FULLER LAW GROUP
97 Elias Whiddon Rd
Hattiesburg, Mississippi

POWELL & MAJESTRO, PLLC
405 Capitol Street, Suite P-1200
Charleston, WV 25301

LAW OFFICE OF LUCAS MAGAZINE
8606 Government Drive
New Port Richey, Florida

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total monetary recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed thirty-five percent (35%) of the gross monetary recovery. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. CLIENT is not entering into litigation for the purpose of seeking non-monetary equitable resolution and does not place sufficient value on non-monetary equitable relief to warrant the expenditure of public funds to incur attorneys' fees and litigation expenses in the pursuit thereof. Attorneys agree to pursue all remedies, including non-monetary equitable resolution, at trial. **There is no fee if there is no monetary recovery.**

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. All litigation expenses shall be subject to the following limitations: (a) expenses for which reimbursement is sought must be verified by attached receipts; (b) claims for mileage and meals cannot exceed the statutory allowance as provided for under Chapter 112, Florida Statutes, as amended; (c) any required lodging shall be reimbursed at the single-person rate; (d) any required car rentals shall be reimbursed at the standard-size vehicle rate; (e) common carrier travel shall be reimbursed at the coach class rate; (f) faxes shall not be reimbursed; (g) legal research costs (Lexis, Westlaw, etc.) shall be reimbursed at actual cost. **There is no reimbursement of litigation expenses if there is no monetary recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. It is anticipated that the litigation will focus on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality.

There is no easy solution. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the manufacturers and wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 25% of any monetary settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or monetary equitable relief. For instance, if the resolution or verdict is in the form of monetary remedies, CLIENT agrees to pay 25% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses in accordance with the terms of this Agreement. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from monies received from defendant(s) pursuant to the resolution of the CLIENT's claims. CLIENT is not entering into litigation for the purpose of seeking non-monetary equitable resolution and does not place sufficient value on non-monetary equitable relief to warrant the expenditure of public funds to incur attorneys' fees and litigation expenses in the pursuit thereof.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Florida Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the Florida Rules of Professional Conduct; and (4) the total fee is *reasonable*.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case

and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the Attorney's from the judgment or settlement involved, and, if applicable, the actual division of the attorneys' fees with a lawyer not in the same firm, as required in Rule 4-1.5 (f)(5) of the Florida Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

For purposes of litigation, notifications required between the CLIENT and the Attorney shall be to the following:

For the CLIENT: Christy Donovan Pemberton, Esq., Managing Assistant County Attorney or, in her absence, Donald S. Crowell, Esq., Chief Assistant County Attorney.

For the Attorneys: Peter J. Mougey, Esq., Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA.

If cause arises either party may terminate this Agreement prior to settlement or trial. If CLIENT terminates for Cause CLIENT shall not be liable for the reimbursement of any costs or expenses. If Attorneys terminate for Cause, or CLIENT terminates without Cause, CLIENT shall be obligated to pay Attorneys all costs advanced prior to the notification of cancellation and any fee Attorneys may be entitled to in accordance with this Agreement upon resolution of the litigation. Cause shall include a material breach of this Agreement, action or conduct of Attorneys resulting in a finding of malpractice, bad faith, or the advancement of frivolous claims or defenses in connection with this engagement, or the failure or refusal of CLIENT to cooperate with Attorneys in the preparation and litigation of this engagement.

The Parties recognize that the CLIENT was solicited by numerous attorneys seeking to represent CLIENT in litigation relating to the opioid epidemic. CLIENT selected Attorneys due to their expertise in the area and is relying upon the Attorneys to only advance claims and defenses that are made in good faith and are not spurious or frivolous. The Parties stipulate that the advancement of claims or defenses in bad faith, or that are spurious or frivolous constitutes a material breach of this Agreement

for which the Attorneys agree to be liable to the CLIENT for such damages. To the extent CLIENT is ordered to pay any amounts to third parties, including party defendants, as a result of the advancement of claims or defenses in bad faith, or that are spurious or frivolous, the parties accept any such judicially determined amount to be the amount of damages due and owing to CLIENT. To the extent that CLIENT'S claims for monetary damages are reduced or nullified by the Attorneys' advancement of claims or defenses in bad faith or the advancement of spurious or frivolous claims or defenses, nothing in this paragraph should be interpreted to preclude the CLIENT from seeking to recover for such losses through a claim for malpractice.

During the term of this Agreement, Attorneys shall not maintain employment with another client if, in Attorneys' judgment or in the judgment of the CLIENT, the exercise of the Attorney's independent judgment on behalf of the CLIENT on any matter directly related to the services contemplated herein will or is likely to be adversely affected or create a conflict of interest as described in the Rules Regulating the Florida Bar. The Attorneys further agree to adhere to the County Attorney's Policy on Legal Representation of Multiple Clients which is attached hereto as Exhibit A.

The Attorneys shall promptly notify the CLIENT in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence the Attorneys' judgment or quality of the legal services. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that the Attorneys want to undertake and request the CLIENT'S opinion as to whether the association, interest, or circumstance would, in the opinion of the CLIENT, constitute a conflict of interest if entered into by the Attorneys. The CLIENT agrees to notify Attorneys of its opinion within sixty (60) calendar days of receipt of notification by Attorneys. If, in the opinion of the CLIENT, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Attorneys, the CLIENT shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services.

The Attorneys understand that Florida Statutes, Chapter 119, and that Section 286.011, Florida Statutes, may apply to the provisions of legal services pursuant to this Agreement, and the Attorneys agree to abide therewith at no additional cost to the CLIENT.

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the CLIENT or at its expense shall be kept confidential by the Attorneys and shall not be disclosed to any other party not subject to any confidentiality order in place in this litigation and/or the consolidated MultiDistrict Litigation (MDL), directly or indirectly, without the CLIENT'S prior written consent unless required by an order issued by a court or like authority of lawful jurisdictions.

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

The laws of the State of Florida shall govern this Agreement.

SIGNED, this _____ day of _____, 2018.

**PINELLAS COUNTY, FLORIDA by and through
its Board of County Commissioners**

Kenneth T. Welch, Chairman

ATTEST: Ken Burke, Clerk

By: _____
Deputy Clerk

The employment is hereby accepted upon the terms stated herein:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

By _____

Peter Mougey, Esq.
Shareholder and Lead Counsel

2/20/18

Date

APPROVED AS TO FORM

By: _____
Office of the County Attorney