

**ATTORNEY'S RETAINER CONTRACT**

This Attorney's Retainer Agreement ("Agreement") is made and entered into this <sup>5<sup>th</sup></sup> day of <sup>Aug</sup> 2019, between Ferrer Poirot & Wansbrough, Fears Nachawati and Motley Rice collectively referred to as the "Law Firms" or "Attorneys", and LEE COUNTY, FLORIDA

WHEREAS, The Client has determined that claims should be made against Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan , PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., AmerisourceBergen, McKesson and Cardinal Health, and/or such other entities as may be revealed in subsequent litigation, which have engaged in various wrongdoing, including but not limited to, violations of Medicaid Fraud, Public Nuisance, Common Law Fraud, Negligence, Gross Negligence, violations of the Controlled Substances Act, RICO, DTPA and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, The Client has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, The Client has further determined that it is in the best interests of the client and its citizens that the client retain attorneys with significant litigation experience; and,

WHEREAS, The Law Firms, are experienced at such litigation and consented to represent the Client, respecting the claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Client hereby retains the Law Firms, to investigate, research, prepare claims or complaint(s), and proceed through litigation for the Office of the Client to file in any appropriate court or before any appropriate governmental agency.
2. The Client does not relinquish its constitutional or statutory authority or responsibility through this Retainer Agreement. The Client has the sole authority to settle this litigation, and the Law Firms shall apprise the Client of all settlement offers. The Law Firms shall consult with the Client and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The Client shall cooperate with the Law Firms and use their best efforts to secure the cooperation of other State agencies. The Client is not required, however, to assign any member of his staff to pursue the claims, but may from time to time afford staff and either support services as the Client deems appropriate. The Law Firms shall keep the Client fully informed on all matters pertaining to the claims.
3. The Client and the Law Firms recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the claims has or can be made.
4. Notwithstanding the potential difficulties, the Law Firms have agreed to represent the Client which hereby agrees that the Law Firms will be compensated for any monies recovered by the Client on the following basis:
5. The Client hereby transfers and assigns to Law Firms an undivided present, not executory, interest in Client's claims. The undivided interest hereby assigned to Attorney by Client is equivalent to the fees, costs, and expenses, including the percentage of any recovery as defined in the paragraph below, paragraph 6 and 7, and, by this

agreement, promises to pay to Law Firms:

Attorneys will assume joint responsibility for your representation and the division of the attorney's fees between Attorneys and any associated counsel will be based upon that joint representation and will not affect the amount that Client(s) recovers in any way. The percentages referenced below will be calculated on and subtracted from the net amount of any recovery obtained before outstanding expenses, incurred by Attorneys. The attorneys' fees will be split between Attorneys as follows: Motley Rice LLC will retain 50 percent (50%) of the total net attorneys' fees, Fears | Nachawati Law Firm, PLLC will retain 25 percent (25%) of the total net attorneys' fees, and the Law Office of Ferrer Poirot & Wansbrough will retain 25 percent (25%) of the total net attorney's fees based upon the following schedule of fees:

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus

Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus

Five percent (5%) of any portion of such recovery exceeding Twenty-Five Million Dollars (\$25,000,000.00).

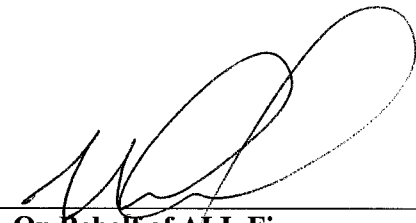
6. To the extent required by law or Court order, the Client may request that the Court, award the Client and the Law Firms reasonable attorneys' fees not in excess of the fee schedule outlined in paragraph 5 above.
7. In addition to the assigned interest of attorney's fees and/or other proof of attorney's fees, as may be required by law or Court order, all reasonable and necessary costs or expenses of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Client, shall be borne entirely by the Law Firms, but shall be reimbursed, before deduction for attorney's fees, from any gross recoveries from the pursuit of the claims.
8. If no recovery is obtained for Client, Law Firms shall receive no compensation or reimbursement from the client for attorney's fees, costs, or expenses.
9. **Attorneys will use best efforts to minimize costs.** The Firms will be proportionally responsible according to the division of attorneys' fees for fronting all case expenses, included but not limited to travel expenses. Client agrees that if there is a settlement or verdict to reimburse firms for all case costs and expenses including but not limited to experts, depositions, copying, filing fees, records fees, discovery and litigation support, settlement and fund administration fees, interest on any firm lines of credit, jury consultants and all other case costs not mentioned herein. Firms agree to use good judgment in controlling case expenses.
10. Attorneys, and/or its associated counsel, are hereby authorized to file suit when and in any manner they deem advisable; however, the consent of Client(s) must be secured before any final settlement is made. Further, Client empowers Attorneys to take all steps in said matter deemed by Attorneys to be advisable, including but not limited to effectuating a compromise, instituting legal proceedings and to take any other appropriate steps necessary to prosecute the case. All money collected and disbursed to, or on behalf of, Client will be accounted for in an itemized statement upon successful conclusion, if any, of Client's case.
11. With the approval of the Client, the Law Firms may associate other attorneys at its own expense and at no cost to

the Client. Notwithstanding such association of other attorneys, this Retainer Agreement is non-assignable and non-transferable, nor are the Law Firms' commitments delegable without the express, written approval of the Client. The Law Firms will assume joint responsibility for your representation, and the division of the attorney's fees, between our firm, and the referring attorney(s) will be based upon that joint representation.

12. The Law Firms shall defend and indemnify the Client for any claims asserted against the Client by the defendants related to this action including, but not limited to claims or sanctions involving attorney's fees and costs.
13. The Law Firms shall, from the date hereof until not less than four (4) years after this contract expires or is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services. In addition, the Law Firms shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of no greater than one tenth of an hour, and shall promptly provide these records to the Client upon request.

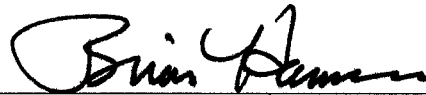
**I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT**

SIGNED AND EXECUTED THIS 9th DAY OF June, 20 19.



On Behalf of ALL Firms:

- Matthew McCarley, *Fears | Nachawati Law Firm*
- Matthew Daniel, *Ferrer Poirot & Wansbrough*
- Don Migliori, *Motley Rice*



Authorized Representative on Behalf of Lee  
County, Florida  
CLIENT