

LEGAL SERVICES AGREEMENT

RE: LUZERNE COUNTY, PENNSYLVANIA civil suit against those parties legally responsible for the wrongful distribution of prescription opiates and the deleterious effects it has had on LUZERNE COUNTY, PENNSYLVANIA.

LUZERNE COUNTY, PENNSYLVANIA (hereinafter “CLIENT”) hereby retains outside counsel, pursuant to the Pennsylvania Rules of Professional Conduct, on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing LUZERNE COUNTY, PENNSYLVANIA including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. Client consents to the participation of the following firms:

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

FELLERMAN & CIARIMBOLI LAW, PC
183 Market Street
Kingston, PA

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

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

MCHUGH FULLER LAW GROUP
97 Elias Whiddon Rd
Hattiesburg, Mississippi

FELLERMAN & CIARIMBOLI will serve as liaison between CLIENT and the firms listed above.

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). 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 service properly, the likelihood this employment will preclude other employment by the lawyer(s), 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. **There is no fee if there is no recovery.**

This fee applies to any monetary sums obtained on your behalf whether recovered by award, judgment, settlement, bankruptcy proceedings, government-imposed reparations proceedings, or regulatory relief/settlement. Gross recovery is the value, at the time of settlement or collection (whichever confers the greater value), of any sums, benefit or value obtained on your behalf, as set out above. The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery.

The division of fees, expenses and labor between the law firms will be decided by private agreement between the law firms which shall be subject to review by the CLIENT, and any division of fees will be governed by the Pennsylvania 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 agrees to the arrangement and the agreement is confirmed in writing; and (3) the total fee is *reasonable*. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing CLIENT on a contingent fee basis, CLIENT agrees to pay a reasonable fee for the services rendered.

The law firms agree to advance all necessary litigation expenses necessary to prosecute these claims, and the CLIENT shall have no obligation to advance any costs or to make any financial contribution to the lawsuit while the litigation is pending. 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. In the event of a multi-plaintiff action or an aggregate settlement, all litigation expenses will be split equally among plaintiffs. **There is no reimbursement of litigation expenses if there is no recovery.**

The Client shall be kept 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. It is specifically understood that the Luzerne County Office of Law will assist in the litigation of this matter with the Attorneys.

The Client may, with or without cause, discharge the law firms at any time, upon written notice. In the event of discharge, the law firms may seek payment for the work completed and expenses advanced prior to discharge. The law firms retain the right to recover the reasonable value of the legal service rendered from the effective date of this agreement to the date of discharge.

Upon conclusion of this matter, the CLIENT shall be provided 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 as required by the Pennsylvania Rules of Professional Conduct. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as contemplated by the Pennsylvania Rules of Professional Conduct. Post-disbursement, the closing statement is subject to review and audit by the Luzerne County Controller and the Luzerne County Council per the Charter of the County of Luzerne.

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.

Further, the execution of this Agreement by the Luzerne County Manger is specifically conditioned upon the Luzerne County Council passing a Resolution authorizing this Agreement and the initiation of this litigation.

SIGNED, this _____ day of _____, 2017.

LUZERNE COUNTY, PENNSYLVANIA

By: _____
David Pedri, Esq
Luzerne County Manager

Approved by Luzerne County Council via Resolution _____.

Accepted:

Baron & Budd
3102 Oak Lawn Avenue #1100
Dallas, Texas

By: _____ Burton
LeBlanc, Esq Date

Fellerman & Ciarimboli
183 Market Street
Kingston, PA

By: _____ Edward J.
Ciarimboli, Esq Date

By: _____ Gregory E.
Fellerman, Esq Date