

STATE OF TEXAS

Resolution No: 2017-13

COUNTY OF TITUS

Consider and take action to approve Resolution for approval of bringing suit on behalf of Titus County, Texas, vs. various drug manufacturers, developers, suppliers and others of a class of pharmaceutical class of drugs commonly referred to as opioids and approval of Professional Services Agreement for Special Counsel.

WHEREAS, it reasonably appears from public information that there exists in Titus County an epidemic of opioid drug abuse created and/or fueled by misconduct of opioid manufacturers and distributors in their improper promotion and over-supply of those drugs, thus creating a public nuisance within Titus County; and

WHEREAS, Titus County is empowered by law to seek recompense for its expenditures to combat public nuisance; and

WHEREAS, enforcement of the law regarding public nuisance requires Titus County to institute civil legal proceedings requiring legal services, and the Titus County Commissioners Court finds as follows:

- (1) there is a substantial need for the legal services;
- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of Titus County or by the attorneys and supporting personnel of another governmental entity; and
- (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because Titus County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

WHEREAS, Titus County is empowered to employ Special Counsel to prosecute lawful reimbursement of monies spent by Titus County to combat the opioid epidemic in Titus County and has selected the legal team of Simon Greenstone Panatier Bartlett, P.C. and Martin Walker, P.C. to serve as Special Counsel.

THEREFORE, BE IT HEREBY RESOLVED that:

1. The Commissioner's Court approves Resolution to bring suit on behalf of Titus County, Texas, versus various drug manufacturers, developers, suppliers and others of a class of pharmaceutical class of drugs commonly referred to as opioids and approval of Professional Services Agreement for Special Counsel.

2. The Commissioners Court selects the legal team of Simon Greenstone Panatier Bartlett, P.C. and Martin Walker, P.C. to serve as Special Counsel and approves and adopts the terms and conditions of employment of such counsel as set out in the attached Professional Services Agreement. Special Counsel will work under the oversight and approval of the Titus County Attorney or his designee.

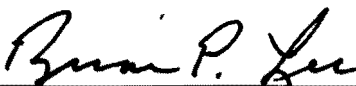
3. The Commissioners Court authorizes the County Attorney or his designee and Special Counsel to file such claims and litigation as Special Counsel deems necessary against various drug manufactures, developers, suppliers and others of a class of pharmaceutical class of drugs commonly referred to as opioids

4. The Titus County Judge or his designee is authorized to execute on behalf of Titus County an agreement with Special Counsel (hereinafter the "Agreement") containing terms and provisions substantially similar to those contained in the attached agreement because the Court finds that there is a substantial need for the legal services of Special Counsel which cannot adequately be performed by attorneys and supporting personnel of Titus County or another public agency, nor can the legal services reasonably be obtained from attorneys in private practice under a contract providing only for payment of hourly fees without regard to the outcome of the matter because of the nature of the representation.

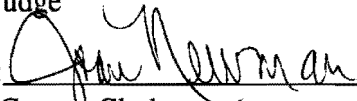
5. All fees to be paid to Special Counsel are contingent upon the recovery of the penalties, attorneys' fees and costs as provided for in the Agreement and shall be paid only from such recovery and no money shall be due or paid from the General Fund or any special fund under the Agreement.

6. All Titus County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

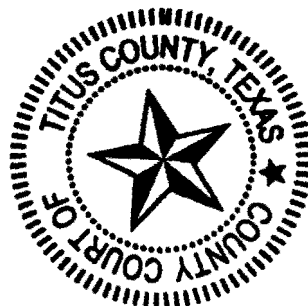
THIS RESOLUTION WAS ADOPTED this 10 day of October, 2017, by Commissioners' Court of Titus County, Texas.



County Judge

Attested: 

County Clerk



RETENTION AGREEMENT

WHEREAS, Titus County 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., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, 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., McKesson Corporation, AmerisourceBergen Corporation, and any other entities which have engaged in violations of the Texas Controlled Substances Act 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, Titus County 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 other who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time; and

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

WHEREAS, Simon Greenstone Panatier Bartlett, P.C. and Martin Walker, P.C. are experienced at such litigation and consented to represent Titus County in association with the Attorney General, respecting the claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. Titus County hereby retains Simon Greenstone Panatier Bartlett, P.C. and Martin Walker, P.C. and their lawyers ("Law Firms"), who are hereby designated to investigate, research, and prepare claims or complaint(s) for Titus County to file in any appropriate Court or before any appropriate governmental agency.
2. Titus County does not relinquish authority or responsibility through this Retention Agreement. Titus County has the sole authority to settle this litigation on behalf of the County and its citizens, and the Law Firms shall inform the County Judge of all settlement offers. The Law Firms shall consult with Titus County and obtain 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. Titus County shall cooperate with the Law Firms and use best efforts to secure the cooperation of other State and County agencies. Titus County is not required, however, to assign any member of staff to pursue the claims, but may from time to time afford staff and other support services as deemed appropriate. Titus County shall designate one or more members of staff to monitor these claims, who will be available directly to the parties in this

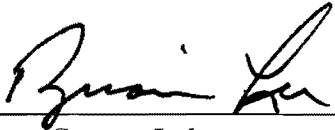
matter as needed, and the Law Firms shall keep Titus County and the designated staff member(s) fully informed on all matters pertaining to the claims.

3. Titus County and the Law Firms both 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. Titus County shall maintain responsibility for the public distribution of information within Titus County concerning this matter.
5. Notwithstanding the potential difficulties, the Law Firms have agreed to represent Titus County and Titus County hereby agrees that the Law Firms will be compensated for any monies recovered by Titus County on the following basis:
 - a. Recovery of Attorneys' Fees: Titus County may request that the Court, to the extent permitted by applicable law, award the County and the Law Firms reasonable attorneys' fees.
 - b. In addition, the Law Firms will be entitled to compensation that, along with any award of attorneys' fees, is equal to but shall not exceed 30% of gross recovery.
 - c. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by Titus County, shall be borne entirely by the Law Firms, but shall be reimbursed from any gross recoveries from the pursuit of the claims.
 - d. The Law Firms shall receive no compensation or reimbursement other than set out above, and all within conformity of State law. In the event that no recovery is realized, the Law Firms shall receive no compensation or reimbursement.
6. With approval of Titus County, the Law Firms may associate other attorneys at its own expense and at no costs to the County. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firms' commitments delegable without the express, written approval of Titus County.
7. 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, disbursement, charges, credits, underlying receipts

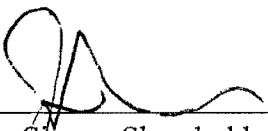
and invoices, and other financial transactions that concern the providing of attorney services.

DATED this the 10 day of October, 2017.

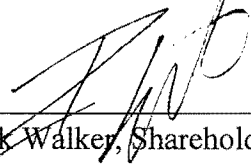
Titus COUNTY

BY: 
Brian Lee, County Judge

SIMON GREENSTONE
PANATIER BARTLETT, P.C.

BY: 
Jeffrey Simon, Shareholder

MARTIN WALKER, P.C.

BY: 
Jack Walker, Shareholder; or
Reid Martin, Shareholder