

**CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED**

March 11, 2018

VIA E-MAIL

tpyburn@coconutcreek.net

Terrill C. Pyburn  
City Attorney  
City Hall  
4800 West Copans Road  
Coconut Creek, Florida 33063

Re: *Opioids Epidemic Litigation*

Dear Ms. Pyburn:

This letter states the terms under which Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) and Lieff Cabraser Heimann & Bernstein, LLP (“Lieff Cabraser”) (collectively, “the Firms”) will represent the City of Coconut Creek (the “City”) to recover for the harm incurred as a result of certain corporate entities’ malfeasance in bringing about the opioid crisis. The terms under which we will represent the City as a plaintiff are:

1. We will prosecute the action on a contingency fee and cost basis.
2. We will advance all fees and expenses necessary to prosecute the case. Legal fees and expenses will be paid only out of a recovery (*i.e.*, judgment or settlement). The fee structure will take into account the stage of the litigation at which the case is resolved, as follows:
  - a. From the filing of the Complaint through the filing of any Motion(s) for Summary Judgment: 23% of any recovery, plus reimbursement of costs and expenses.
  - b. Subsequent to the filing of any Motion(s) for Summary Judgment: 26.5% of any recovery, plus reimbursement of costs and expenses.
3. While not currently anticipated, the City agrees that, in the event the case is consolidated, coordinated, or other plaintiffs are joined in the case, we may divide fees with other attorneys as necessary. The division of attorneys’ fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of an action.

The division of fees with other counsel is our sole responsibility and will not increase the fees due to us upon a successful resolution of the litigation

4. The City will cooperate in the prosecution of the action, including participating in discovery and providing deposition testimony, if requested. The City understands that the Firms may represent other entities against the same defendants in this action or in separate actions. The City hereby waives an conflict of interest that may arise as a result of such representation.

5. It is important that any documents related to the case, in the broadest sense, are set aside and protected from destruction. This includes electronic records such as e-mail. If we can be of any assistance in identifying and preserving relevant documents and electronic files, please contact me.

6. Additionally, to the extent that the firms negotiate a more favorable contingency fee with any other city or county in Florida of similar population for the same scope of work, the Firms will make such terms available to the City as well.

7. The City agrees that the Firms' files and documents compiled in connection with our investigation and prosecution of this matter constitute the work product and property of the firms over which the Firms have complete control with respect to their use and/or disclosure. Notwithstanding the foregoing, the Firms agree to comply with all requirements of Chapter 119, Florida Statutes (2017), as may be applicable.

8. The Firms will defend and indemnify the City for any claims asserted against the City for its institution, prosecution, and/or resolution of this action, including, but not limited to, claims or sanctions involving attorneys' fees or costs, to the fullest extent allowable by any applicable law and ethical rules.

9. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and registered as follows:

TO THE CLIENT      Terrill C. Pyburn  
                                 City Attorney  
                                 City of Coconut Creek  
                                 4800 West Copans Road  
                                 Coconut Creek, Florida 33063

TO ATTORNEYS      Mark J. Dearman  
                                 Robbins Geller Rudman & Dowd LLP  
                                 120 East Palmetto Park Road, Suite 500  
                                 Boca Raton, Florida 33432

10. This letter sets forth the entire agreement between the parties and supersedes all other oral or written provisions.

After executing this letter please return it to us via email to mdearman@rgrdlaw.com.

We look forward to the successful prosecution of these claims to recover the damages which the City has suffered.

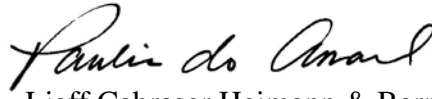
Sincerely,

Mark Dearman



Robbins Geller Rudman & Dowd, LLP

Paulina do Amaral



Lieff Cabraser Heimann & Bernstein, LLP

Please sign below and return this agreement if you would like us to pursue this matter as outlined above.

CITY OF COCONUT CREEK

By: \_\_\_\_\_ [DATE]

Its: \_\_\_\_\_