



Sample Contingent Fee Agreement

LEGAL SERVICES CONTRACT

Mail or Fax to: **NAPOLI SHKOLNIK PLLC**
Hunter Shkolnik, Esq.
360 Lexington Avenue
New York, NY 10017
Telephone: (212) 397-1000
Fax: (646) 843-7603

WHEREAS, the undersigned County of Tooele, State of Utah ("Client") agree to retain the law offices of Napoli Shkolnik PLLC, Magleby Cataxinos & Greenwood, and Dewsnup King Olsen & Worel (together, "Law Firms") (collectively, "Parties") as Client's attorneys in the prosecution of all legal claims against manufactures, distributors, and others (collectively, "Defendants") of opioids arising out of the fraudulent and negligent marketing and distribution of opioids. The Parties specifically agree as follows:

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Law Firms in carrying out the purpose hereof, Client agrees to pay Law Firms 20% (twenty percent) of all net amounts recovered from the litigation to be initiated by Law Firms against Defendants. Net amounts are defined as all monies obtained for Client after deduction of all costs and expenses incurred by Law Firms in connection with the Opioid litigation. Client assigns, and Law Firms accept and acquire as their fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. Any liens and subrogations are to be deducted after the contingent fee is calculated. This fee percentage and the method of calculation shall apply to all phases of the opioid litigation, from the filing of the initial complaint until the final resolution of the litigation, whether by settlement before or after trial, and including any appellate phases. Should designated attorneys' fees based on any state or federal statutes or court order be obtained, such fees will not increase the amount of the Law Firms' contingent fee percentage described above. Any such designated fees obtained shall be treated as all other monies obtained from the case constituting the gross amounts recovered, and from which costs and expenses are deducted, prior to calculation of the Law Firms' attorney fees equal to 20% of the remaining funds.

2. **DISBURSEMENTS:** Law Firms shall advance and be reimbursed all reasonable expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Costs shall also include, but not be limited to, any "MDL Assessment" imposed by any Multi-District Litigation ("MDL") Court or withheld from any



settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there will be common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. These common benefit costs shall be included in the determination of the net contingent fee of 20%, in the same manner as typical case costs and expenses, described above. Client's repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question, meaning that if Law Firms do not recover any monies or properties from the opioid litigation, or recover less than the full amount of all costs and expenses incurred by Law Firms in connection with the opioid litigation, Client shall not be required to repay to Law Firms any unrecovered costs and expenses.

3. **TAX ADVICE:** Client understands that Law Firms will not provide any advice regarding the tax consequences of accepting money from a settlement or award, and that should Client have questions concerning any related tax issues, Client should seek advice from appropriate tax experts

4. **TERMINATION:** Law Firms expressly reserve the right to withdraw its representation at any time upon reasonable notification to Client, subject to applicable ethical rules. Should Client terminate Law Firms, Law Firms shall continue to be entitled to their legal fees as determined above on any and all sums recovered by Law Firms at the time of termination, or attributable to Law Firms' efforts and work on the opioid litigation.

5. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold Law Firms harmless in the event the applicable statutes of limitation have run for any reason.

6. **NO GUARANTEE OF FINAL OUTCOME:** Law Firms make no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client understands that the exact outcome and degree of success or not of the opioid litigation cannot be known or predicted with certainty by Law Firms, and Law Firms make no promises or representations concern the outcome of the opioid litigation.

7. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants Law Firms power of attorney so that Law Firms may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to



possession any and all monies or other things of value due to Client as fully as the Client could do so. Law Firms are also authorized and empowered to act as Client's negotiators in any and all negotiations concerning the subject of this Agreement. However, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of Client.

8. **UTAH STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Utah. The rights, duties and obligations of Client and of Law Firms' representation of Client shall be governed and interpreted by the laws of the State of Utah.

9. **ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (i) this Agreement; (ii) any provision of this Agreement; (iii) the provision of services by Law Firms to Client; and (iv) the relationship between the Parties, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Utah Uniform Arbitration Act, *U.C.A. 78 B-11-101 et. Seq.*, in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file any claims in court against Law Firms or seek to assert any claims or demands against the Law Firms by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit any claims or demands to binding arbitration. Any such arbitration proceeding shall be conducted in Utah. This arbitration provision shall be enforceable in either federal or state court in Utah. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any Court in Utah having jurisdiction may enter that judgment.

10. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

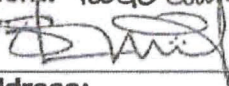
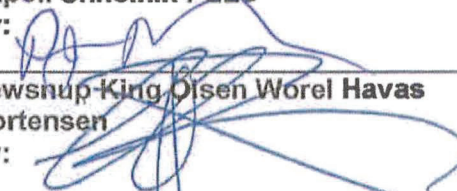
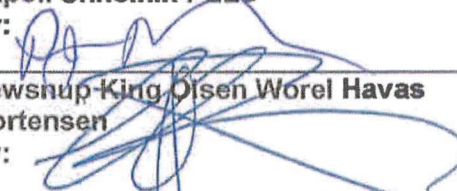
11. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

12. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.



Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of and understand the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS 22 day of MARCH, 2018

Client: Tooele County Commission By:  SHARI MIGNE	Napoli Shkolnik PLLC By: 
Address: 47 SOUTH MAIN STREET, SUITE 300 TOOELE UTAH 84074	Dewsnup King Olsen Worel Havas Mortensen By: 
	Magleby Cataxinos & Greenwood By: 