

AMENDED ATTORNEY'S RETAINER CONTRACT

This Attorney's Retainer Agreement ("Agreement") is made and entered into this ____ day of ____ 2018, between Ferrer Poirot & Wansbrough, the MacLean Law Firm, P.C. and Fears Nachawati, collectively referred to as the "Law Firms" or "Attorneys", and JOHNSON COUNTY, TEXAS ("Client").

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 city/ county and its citizens that the city/county 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;

WHEREAS, The Client and Johnson County Judge Roger Harmon have found, as required by Texas Government Code § 2254.103(d):

- (1) there is a substantial need for the legal services provided in this Agreement;
- (2) the legal services provided in this Agreement cannot adequately be performed by the attorneys and supporting personal of the Client or another governmental entity; and
- (3) the legal services provided in this Agreement 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 the Client does not have funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Client hereby retains the Law Firms, to investigate, research, and prepare claims or complaint(s) 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 Retention 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 his 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 Client shall designate one or more members of his staff to monitor these claims, who will be available directly to the parties in this matter as needed, and the Law Firms shall keep the Client and his designated staff member(s) 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. **The method by which the fee will be computed.** The Law Firms will be compensated by the Client on a contingent fee as defined by Texas Government Code § 2254.101 on the following basis:

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. Pursuant to Texas Government Code § 2254.105, the percentages referenced below will be calculated on and subtracted from the gross amount of any recovery obtained before any outstanding expenses incurred by Attorneys are deducted.

In accordance with Texas Government Code § 2254.106(c) and (d), the amount of the contingent fee will not exceed the lesser of 4 times the the total number of hours worked by attorneys, law clerks, and paralegals times their respective Hourly Rates as defined below, or the percentage schedule below:

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).

The percentages schedule above remains the same regardless of the stage of the case at which the recovery is obtained, whether the matter is settled, tried, or tried and appealed. The Client agrees that a multiplier of 4 is reasonable, based on the expected

difficulties in performing this Agreement, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected delay in recovery. This is not a mixed hourly and contingent fee contract, as that term is defined in Texas Government Code § 2254.107.

Attorneys will keep billable time for services rendered pursuant to this Agreement at the rate of \$450.00/hour for partners, \$275.00/hour for associates and \$150.00/hour for law clerks and paralegals ("Hourly Rates"). All subcontracted legal support will be billed as a case expense, subject to reimbursement in accordance with Texas Government Code §2254.105(5). The Hourly Rates apply to subcontracted work performed by an attorney, law clerk or paralegal who is not a contracting attorney or a partner, shareholder, or employee of the Law Firms, and work performed by a contracting attorney or by a partner, shareholder, or employee of a contracting attorney or law firm. The Client agrees that the Hourly Rates are the reasonable and customary rates in the relevant locality for the type of work performed and the relevant experience, demonstrated ability, and standard hourly billing rate of the persons performing the work.

The attorneys' fees will be split between Attorneys as follows: Fears | Nachawati Law Firm, PLLC will retain 33.33% of the total net attorneys' fees, the Law Office of Ferrer Poirot & Wansbrough will retain 33.33% of the total net attorneys' fees based and Attorney Scotty MacLean will retain 33.33% of the total net attorneys' fees.

5. To the extent required by law or Court order, the Client may request that the Court, award the State/County/City and the Law Firms reasonable attorneys' fees not in excess of the fee schedule outlined in paragraph 5 above.
6. All litigation and other expenses, 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 paid entirely by the Law Firms, but shall be reimbursed, after deduction for attorney's fees, from any gross recoveries from the pursuit of the claims. The amount recovered for purposes of the contingent fee computation described in this Agreement is the amount obtained before such expenses are deducted.
7. If no recovery is obtained for Client, Law Firms shall receive no compensation or reimbursement from the client for attorney's fees or expenses.
8. **Attorneys will use best efforts to minimize costs.** The Law 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 Law 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. Law Firms agree to use good judgment in controlling case expenses.
9. Attorneys, and/or its associated counsel, are hereby authorized to file suit when and in any manner they deem advisable once County/City Attorney approves the complaint; 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.

10. 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 Retention 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.
11. The Law Firms shall defend and indemnify the County/City for any claims asserted against the county by the defendants related to this action.
12. The Law Firms shall, from the initiation of their work for Client, keep current and complete written time and expense records as described in Paragraph 15, below. The Law Firms shall maintain such records from the date of this Agreement until not less than four (4) years after this contract expires or is terminated. Such records shall include 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
13. This contract is effective after review and approval by the Texas Comptroller of Public Accounts.
14. Ferrer Poirot & Wansbrough, the MacLean Law Firm, PC, and Fears Nachawati, PLLC, verify that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Harris Systems USA, Inc. further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
15. (a) Law Firms shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract, as required by Texas Government Code § 2254.104(a).

(b) The records for billed services shall be submitted to the Client upon request within 30 days. Law Firms shall permit Client, the Johnson County Judge or his designee, the Texas attorney general, and the Texas state auditor each to inspect or obtain copies of the time and expense records at any time on request, in accordance with Texas Government Code § 2254.104(b).

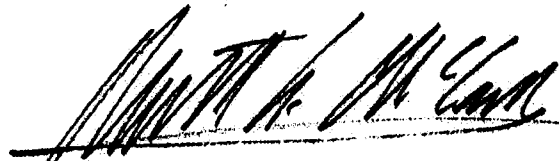
(c) On conclusion of the matter for which legal services were obtained, Law Firms shall provide Client with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the Law Firms' computation of the amount of the contingent fee, and contains the final complete time and expense records required by Subsection (a), above ("the Final Statement"). The Final Statement is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requestor under that chapter, under Section 552.103 of the Texas Government Code, or any other exception from required disclosure.

(d) This subsection does not apply to the Final Statement required by Subsection (c), above. The Parties to this Amended Attorneys' Retainer Contract understand that all time and expense records required under this section are public information subject to required public disclosure under Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer of Johnson County, being the Johnson County Attorney determines that withholding the information is necessary to protect Johnson county's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosure.

16. As required by Texas Government Code Section 2254.105(4), any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of the Law Firms is an expense subject to reimbursement only in accordance with Texas Government Code Subchapter C.
17. The amount of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited in accordance with Texas Government Code Chapter 2254, Subchapter C, which applies to this contract as provided by Texas Government Code § 2254.102. However, compliance with Texas Government Code Chapter 2254, Subchapter C will not relieve Attorneys of an obligation or responsibility under other law, including under the Texas Disciplinary Rules of Professional Conduct.
18. The Client has entered this contract through the approval of its governing body, the Commissioners Court, and by the signature of the Commissioners Court's presiding officer, as provided in Texas Government Code § 2254.103(a)(1).

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT

SIGNED AND EXECUTED THIS 30 DAY OF January, 2018.2019



Matthew McCarley, *Fears | Nachawati Law Firm*



Hon. Roger Harmon, Johnson County Judge,
On Behalf of Johnson County, Texas
CLIENT



Matthew Daniel, *Ferrer Poirot & Wansbrough*



Scotty MacLean, *MacLean Law Firm, P.C.*

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By: Deputy Comptroller or his designee

Date: _____