

## **RETENTION AGREEMENT for OPIOID LITIGATION**

WHEREAS, Gordon County, Georgia, by and through its duly elected Board of Commissioners ("Gordon County"), has determined that claims should be made against AmerisourceBergen Corp., McKesson Corp., Cardinal Health 110, LLC, Cardinal Health, Inc., Cardinal Health 105, Inc, Cardinal Health 108, LLC, Cardinal Health 112, LLC, Cardinal Health 414, LLC, The Harvard Drug Group, LLC, 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 Pharmaceutica, 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, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and other similar pharmaceutical companies (hereinafter "Pharmaceutical Companies") which have engaged in violations of Medicaid Fraud Control 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, Gordon 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 others who are familiar with the Pharmaceutical Companies' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, Gordon County has further determined that it is in the best interests of the County and its citizens that the County Commission authorize J. Anderson Davis of the Law Firm of Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, (referred to as "Law Firm") to represent it in such litigation and to associate other counsel, if needed, to proceed with the claims against the Pharmaceutical Companies

IT IS, ACCORDINGLY, AGREED as follows:

1. Gordon County hereby retains J. Anderson Davis, and his firm, Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, and its lawyers, ( referred to as "Law Firm"), who are hereby designated to investigate, research, and prepare claims or complaint(s) for Gordon County to file in any appropriate Court or before any appropriate governmental agency.
  
2. Gordon County does not relinquish its authority or responsibility through this

Retention Agreement. Gordon County has the sole authority to settle this litigation on behalf of the County and its citizens, and the Law Firm shall apprise Gordon County of all settlement offers. The Law Firm shall consult with the Manager of Gordon County 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. Gordon County and the Law Firm 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.

3. Notwithstanding the potential difficulties, the Law Firm has agreed to represent Gordon County, and Gordon County hereby agrees that the Law Firm will be compensated for any monies recovered by Gordon County on the following basis:
  - a. Recovery of Attorneys' Fees: Gordon County may request that the Court, to the extent permitted by applicable law, award the County and the Law Firm reasonable attorneys' fees.
  - b. In addition, the Law Firm will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed Thirty percent (30%) of the total amount recovered.
  - 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 Gordon County, shall be borne entirely by the Law Firm, but shall be reimbursed from any gross recoveries from the pursuit of the claims.
  - d. The Law Firm shall receive no compensation or reimbursement other than set out above, and all within conformity of law. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.
4. With the approval of Gordon County, the Law Firm may associate other attorneys at its own expense and at no cost to Gordon County. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of Gordon County.

Dated this \_\_ day of May, 2018.

GORDON COUNTY

\_\_\_\_\_, Chair  
Board of Commissioners of Gordon County

Attest: \_\_\_\_\_  
\_\_\_\_\_, Secretary  
Board of Commissioners of Gordon County

(SEAL)

ACCEPTED BY:

BRINSON, ASKEW, BERRY,  
SEIGLER, RICHARDSON & DAVIS, LLP

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J. ANDERSON DAVIS