

Paul J. Geller
PGeller@rgrdlaw.com

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED

July 25, 2017

VIA E-MAIL

LohmanM@mydelraybeach.com

R. Max Lohman, Jr., Esquire
City Attorney
City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, FL 33444

Re: *Opioids Epidemic Litigation*

Dear Mr. Lohman:

This letter will confirm that Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) has been retained by the City of Delray Beach (the “City”) to recover for the harm incurred as a result of the alleged deceptive and fraudulent marketing practices of several pharmaceutical manufacturers and the alleged failure to report suspicious purchases by certain wholesalers. As a result, these manufacturers and wholesalers have violated federal and state laws. Robbins Geller has conducted an investigation and believes there is a valid basis to prosecute such an action. 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.

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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 Robbins Geller may represent other entities against the same defendants in this action or in separate actions.

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. The City agrees that our files and documents compiled in connection with our investigation and prosecution of this matter constitute the work product and property of Robbins Geller over which Robbins Geller has complete control with respect to their use and/or disclosure. Notwithstanding the foregoing, Robbins Geller agrees to comply with all requirements of Chapter 119, Florida Statutes (2016), as may be applicable.

7. Robbins Geller 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.

8. 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

R. Max Lohman, Jr., Esquire
City Attorney
City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, FL 33444

TO ATTORNEYS

Paul J. Geller, Esquire
Robbins Geller Rudman & Dowd LLP
120 E. Palmetto Park Road, Suite 500
Boca Raton, FL 33432

9. All disputes, disagreements, and claims arising out of or related to this agreement shall be resolved exclusively through binding arbitration pursuant to the Rules of the American Arbitration Association.

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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 PGeller@rgrdlaw.com.

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

Very truly yours,



PAUL J. GELLER

cc: Cary D. Glickstein, Mayor
Neal de Jesus, Interim City Manager

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

CITY OF DELRAY BEACH

By: _____ [DATE]

Its: _____