

AGREEMENT FOR PRIVATE ATTORNEY SERVICES

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida, by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereinafter called the "Agency," with headquarters located at PL-01, The Capitol, Tallahassee, FL 32399-1050, and Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.; Newsome Melton, P.A.; and Curry Law Group, P.A., hereinafter collectively called the "Law Firm." This Agreement shall bind the parties upon its execution by their duly authorized representatives.

WHEREAS, the Agency requires professional and specialized legal services in the matters described in this Agreement; and

WHEREAS, the Law Firm is qualified and has agreed to perform such professional and specialized legal services; and

WHEREAS, the Attorney General has made a written determination that contingent fee representation with the Law Firm is both cost-effective and in the public interest.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. SERVICES

The Agency agrees to engage the Law Firm and the Law Firm agrees to perform the services described in this Agreement and in Appendix A hereto. The Law Firm understands and agrees that all services contracted are to be performed solely by the Law Firm and may not be subcontracted, assigned or transferred without the prior written consent of the Agency.

The Law Firm shall provide legal services as co-counsel to the Agency to seek restitution and/or recovery of the damages and costs incurred by the State of Florida (including its agencies) as a result of the opioid crisis, as well as any other appropriate remedy. These legal services specifically include the assertion of economic and other claims on behalf of the State of Florida and its agencies against the manufacturers, distributors, and other

entities that contributed to the opioid crisis. "Case" shall mean the specific matter for which the Agency retains the Law Firm as set forth above. The Law Firm represents that it is not engaged in any action similar or identical to the Case on behalf of any other client. During the course of this Agreement, the Law Firm further agrees that it shall not undertake to represent any other client in any action similar or identical to the Case, without the prior written consent of the Agency.

The Agency may provide certain documents, data, and records to the Law Firm under this Agreement. The Law Firm shall maintain the confidentiality of all such materials to the fullest extent allowed by law unless a particular disclosure is approved in writing by the Agency.

The Law Firm will not represent another client adverse to the State of Florida or its agencies without the prior written consent of the Agency if the Law Firm has obtained confidential information of a nonpublic nature from the Agency as a result of its representation of the Agency in the Case that, if known to the other client, could be used in the other matter by the other client to the material disadvantage of the State of Florida or its agencies.

ARTICLE 2. COMPENSATION

The Law Firm shall be compensated for its services in accordance with the provisions of Appendix B of this Agreement. Any compensation that may be provided to the Law Firm shall be subject to the requirement in Section 16.0155(5), Florida Statutes, that in no event shall the aggregate contingency fee exceed \$50,000,000.00. Any attorney's fees that might otherwise be due under this Agreement shall be forfeited if, during the pendency of the Case, the Law Firm takes a public position that is adverse to the Agency's settlement or litigation posture, in accordance with Section 287.059(7)(b), Florida Statutes.

ARTICLE 3. TERM

This Agreement, unless terminated, shall extend through the conclusion, including appeal, by payment, judgment, settlement or voluntary or involuntary dismissal of the Case. Notwithstanding any contrary provision in the Agreement, this Agreement may be terminated, without cause and without recourse, upon five (5) business days' written notice to the other party. Such notice of termination shall specify the effective date of the termination.

ARTICLE 4. CONTROL AND MANAGEMENT OF THE CASE

(A) The Agency and the Law Firm shall consult from time to time about all significant aspects of the Case. Nevertheless, it is understood that the Agency shall have the final, sole, and unreviewable authority to control all policy and other major, substantive issues affecting the Case, including but not limited to the presentation, negotiation, and resolution of the Case, the content of any pleading or other court document, and the selection of experts and consultants.

(B) The Agency shall designate a member or members of its staff to monitor, review, and participate in the conduct of the Case. The Agency may directly participate in any aspect of the Case, at the discretion of the Agency. The Agency shall have the right to substitute itself, or its designee, for the Law Firm on any aspect of the Case when the Agency, in its sole discretion, finds that such a substitution would best serve the interests of the State of Florida.

(C) The Law Firm shall perform the services described in this Agreement at such times and in such sequence as may be directed by the Agency and in compliance with any deadlines set by any court and by any applicable rules.

(D) The Law Firm shall hold status meetings with the Agency, at the Agency's request.

(E) Upon the request of the Agency, the Law Firm shall promptly report, either orally

or in writing as requested, on the status of the Case, including, but not limited to, problems, strategy, analysis, and the like. The Law Firm will provide a comprehensive status report every three months and at such other times as the Agency may direct. The Law Firm agrees to disclose fully and accurately all facts and to keep the Agency apprised of all developments in the Case.

(F) The Agency shall designate one or more staff members to act as a liaison with any state agencies that become substantially involved in the Case. To the extent feasible, the Law Firm shall work through such a liaison in communicating with the involved agencies. Copies of all written communications between the Law Firm and any state agencies relating to the Case shall be provided to the Agency.

ARTICLE 5. DOCUMENTATION

(A) The Law Firm shall maintain detailed contemporaneous records that concern the provision of attorney services under this Agreement in accordance with Section 287.059(16), Florida Statutes, including but not limited to the documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions. Upon request, the Law Firm shall promptly provide these detailed records to the Agency.

(B) Pursuant to the provisions of Section 16.0155(4), Florida Statutes, the Law Firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the Case in increments of no greater than one-tenth (^{1/10}th) of an hour. Upon request, the Law Firm shall promptly provide these detailed time records to the Agency.

ARTICLE 6. PUBLIC RECORDS

The Law Firm shall allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure by state law or by operation of Sections 119.071, and 960.15, Florida Statutes (2017) or Chapter 119, Florida Statutes. Failure by the Law Firm to allow the aforementioned

public access constitutes grounds for unilateral cancellation by the Agency at any time, with no recourse available to the Law Firm. Further, if the Law Firm fails to provide the public records to the Agency within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes (2017). The Law Firm shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. A request to inspect or copy public records relating to this Agreement must be made directly to the Agency. If the Agency does not possess the requested records, the Agency will immediately notify the Law Firm of the request. Upon receiving such a notification and request from the Agency's Custodian of Public Records, the Law Firm shall provide the Agency with a copy of the requested records, at no cost to the Agency, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Law Firm will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Law Firm does not transfer the records to the Agency at that time.

Upon completion of this Agreement, the Law Firm shall keep and maintain public records required by the Agency to perform the services to be provided in the scope of this Agreement or electronically transfer, at no cost, to the Agency all public records in possession of the Law Firm. If the Law Firm transfers all public records to the Agency upon completion of the Agreement, the Law Firm shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm shall meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the

Agency, upon request of its Custodian of Public Records, at no cost to the Agency, in a format compatible with the information technology systems of the Agency.

IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 7. E-PROCUREMENT

Prior to execution of this Agreement, the Law Firm shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of the Agreement, then the Law Firm shall so register within twenty-one (21) days from the date of execution. The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

ARTICLE 8. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors, including the Law Firm, have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete the Law Firm's Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 9. PAYMENT PROVISIONS

(A) The Agency is exempt from payment of Florida state sales and use tax and Federal Excise tax. The Law Firm, however, shall not use the Agency's Tax exemption number to secure any materials or services. The Law Firm shall be responsible and liable for the payment of all taxes resulting from this Agreement.

(B) The Law Firm shall not pledge the Agency's credit or make the Agency a

guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

(C) Any payment for services shall be issued in accordance with the provisions of Section 215.422, Florida Statutes.

(D) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline at 1-800-848-3792.

(E) In accordance with the provisions of Section 287.0582, Florida Statutes, the Agency's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature.

ARTICLE 10. E-VERIFY

The Law Firm shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees who are hired to render professional legal services to the Agency under this Agreement.

ARTICLE 11. SUBCONTRACTING

Subcontracting, assignment or transfer of all or part of the interest of the Law Firm in the work covered by this Agreement shall be prohibited without the prior written consent of the Agency. In the event that the Agency gives such consent, the Law Firm shall ensure that the terms and conditions of this Agreement apply to and bind the party or parties to whom such work is subcontracted, assigned or transferred as fully as the Law Firm is hereby bound and obligated. Such action shall not relieve the Law Firm of its obligation to perform all work in compliance with this Agreement.

ARTICLE 12. DELIVERY OF DOCUMENTS AT END OF TERM

All finished or unfinished documents, data, studies, correspondence, records, reports, and other products prepared by or for the Law Firm under this Agreement shall be appropriately arranged, indexed, and delivered to the Agency within fifteen (15) days of the end of the term of this Agreement, for the exclusive use of the Agency.

ARTICLE 13. AMENDMENTS

Any modifications or changes to this Agreement must be mutually agreed upon and incorporated in a written amendment to this Agreement signed by both parties.

ARTICLE 14. INDEPENDENT CONTRACTOR

The Law Firm and any of its employees, agents or assigns are independent contractors and not employees or agents of the Agency.

ARTICLE 15. LIABILITY

The Agency shall not be liable for the acts, omissions or negligence of the Law Firm, its agents, servants, and employees, nor shall the Law Firm disclaim its own negligence to the Agency or any third party. The Law Firm shall maintain, during the period of this Agreement, a professional liability insurance policy or policies for the professional services to be rendered hereunder.

ARTICLE 16. NONDISCRIMINATION AND COMPLIANCE

The Law Firm shall comply with all applicable federal, state, and local laws and ordinances and shall not discriminate on the grounds of race, national origin, religion, gender or physical disability in the performance of the work rendered under this Agreement.

ARTICLE 17. ADMINISTRATION OF AGREEMENT

(A) The Agency contract administrator is Russell S. Kent, Special Counsel for Litigation.

(B) The Law Firm contract administrator is Adrien A. Rivard III.

(C) All written and oral approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees.

(D) All notices required herein must be given to the parties' contract administrators.

ARTICLE 18. COOPERATION WITH AGENCY INSPECTOR GENERAL

The Law Firm understands its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the Agency's Inspector General in any investigation, audit, inspection, review or hearing. The Law Firm will comply with this duty and ensure that its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

ARTICLE 19. PUBLIC ENTITY CRIME AND DISCRIMINATION

Pursuant to Sections 287.133 and 287.134, Florida Statutes, and the definitions of terms set forth therein, the following restrictions apply to the persons or affiliates placed on the convicted vendor list regarding Public Entity Crime and the discriminatory vendor list regarding Discrimination.

(A) **PUBLIC ENTITY CRIME.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, Florida Statutes. The Law Firm certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.

(B) **DISCRIMINATION.** An entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, pursuant to Section 287.134, Florida Statutes. The Law Firm certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.

ARTICLE 20. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments and appendices, embodies the entire Agreement of the parties. There are no other provisions, terms, conditions or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject. The parties have not relied on any communications not set forth in this Agreement, its attachments, addenda and appendices.

ARTICLE 21. APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed under the laws of the State of Florida. All litigation arising under the Agreement shall be instituted only in the Circuit Court in and for Leon County, Florida.

ARTICLE 22. SPECIAL CONDITIONS

(A) The Law Firm agrees to permanently refrain from using or mentioning its association with the State of Florida or the Agency in advertisements, letterhead, business cards,

etc. The Law Firm's service to the State of Florida or the Agency may be generally stated and described in the Law Firm's professional resume. The Law Firm may not give the impression, in any event or manner, that the State of Florida or the Agency recommends or endorses the Law Firm.

(B) All contacts with or inquiries from the news media in connection with either the Case or the services rendered under this Agreement shall be promptly referred to the Agency contract administrator for response.

(C) Any material that is produced or developed in connection with this Agreement shall remain the exclusive property of the Agency and may not be copyrighted, patented or otherwise restricted as provided by law. The Law Firm does not have any proprietary interest in any product(s) developed or produced under this Agreement.

(D) The Agreement is signed by an authorized representative of the Agency, who shall also maintain custody of the Agreement. The Agreement is signed by a member of each participating law firm authorized to legally bind such firm.

(E) The Law Firm acknowledges that the Agency is required to comply with laws regarding the sharing of information received from law enforcement agencies. The Law Firm further acknowledges that the Agency will not disclose communications from or with other state or federal governmental authorities or apprise the Law Firm of developments relating to investigations or litigation initiated by other state or federal governmental authorities if such communications or developments are provided to the Agency on a confidential basis.

IN WITNESS WHEREOF, the Agency and the Law Firm have executed this Agreement on this

8th day of May 2018.



Clifton C. ("Clif") Curry, Jr.
Curry Law Group, P.A.

59-2351997

FEID Number

S. Drake Martin, Jr.
Drake Martin Law Firm, LLC

FEID Number

Adrien A. Rivard III
Harrison Rivard Duncan & Buzzett, Chtd.

FEID Number

David C. Frederick
Kellogg Hansen Todd Figel & Frederick P.L.L.C.

FEID Number

C. Richard ("Rich") Newsome
Newsome Melton, P.A.

FEID Number

Patricia A. Conners
Chief Deputy Attorney General
Contract #K _____


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Patricia A. Conners
Chief Deputy Attorney General
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FEID Number



S. Drake Martin, Jr.
Drake Martin Law Firm, LLC

47-5398338

FEID Number

Adrien A. Rivard III
Harrison Rivard Duncan & Buzzett, Chtd.

FEID Number

David C. Frederick
Kellogg Hansen Todd Figel & Frederick P.L.L.C.

FEID Number

C. Richard ("Rich") Newsome
Newsome Melton, P.A.

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Patricia A. Conners
Chief Deputy Attorney General
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FEID Number

S. Drake Martin, Jr.
Drake Martin Law Firm, LLC

FEID Number



Adrien A. Rivard III
Harrison Rivard Duncan & Buzzett, Chtd.

59-3744610

FEID Number

David C. Frederick
Kellogg Hansen Todd Figel & Frederick P.L.L.C.

FEID Number

C. Richard ("Rich") Newsome
Newsome Melton, P.A.

FEID Number

9th IN WITNESS WHEREOF, the Agency and the Law Firm have executed this Agreement on this
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Curry Law Group, P.A.

Patricia A. Conners
Chief Deputy Attorney General
Contract #K _____


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S. Drake Martin, Jr.
Drake Martin Law Firm, LLC

FEID Number

Adrien A. Rivard III
Harrison Rivard Duncan & Buzzett, Chtd.

FEID Number



David C. Frederick
Kellogg Hansen Todd Figel & Frederick P.L.L.C.

52-1811709

FEID Number

C. Richard ("Rich") Newsome
Newsome Melton, P.A.

FEID Number

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Patricia A. Conners
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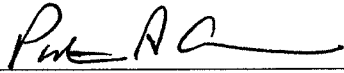
59-3538564

FID Number

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Patricia A. Conners
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FEID Number

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**APPENDIX A TO THE PROFESSIONAL SERVICES AGREEMENT
FOR PRIVATE ATTORNEY SERVICES**

DESCRIPTION OF SERVICES

1. The Law Firm shall serve as co-counsel with the Agency in litigation and related matters as requested pertaining to the Case.

2. The services shall consist of the following and such other services as may be assigned by the Agency to the Law Firm, subject to Article 4 of the Agreement:

(A) Providing counsel, representation, claim preparation, litigation, trial, and appellate services to carry out its representation of the Agency in the Case as necessary.

(B) Investigation, research, document review, and data analysis necessary to carry out its duties and obligations as co-counsel to the Agency in the Case.

(C) Preparing and providing to the Agency all documents and instruments that the Agency deems necessary or appropriate to carry out the Case, and in such form as the Agency deems necessary or appropriate, including but not limited to electronic, magnetic or paper.

(D) Hiring any and all consultants and experts necessary to carry out the Case.

(E) Responding to discovery requests and assisting with document production as necessary in the Case.

(F) Being available upon the reasonable request of the Agency to consult with any group or person designated by the Agency regarding the Case.

(G) Taking any and all legal action necessary to collect any recovery resulting from judgment entered in, or settlement of, the Case.

(H) Providing all other legal services necessary to successfully carry out its full and complete representation of the Agency in the Case.

**APPENDIX B TO THE PROFESSIONAL SERVICES AGREEMENT
FOR PRIVATE ATTORNEY SERVICES**

FEE AND EXPENSE REIMBURSEMENT STRUCTURE

1. The Law Firm shall first seek to have its reasonable attorney's fees, costs, and expenses paid by one or more of the parties legally responsible for the opioid crisis.

2. In the event of a successful monetary resolution of the Case during the course of this Agreement, but where the responsible parties do not pay the Law Firm for its reasonable attorney's fees, any agreed-upon contingency fee from the State's gross monetary recovery on the Case will be in an amount consistent with Section 16.0155(5), Florida Statutes. If the parties are unable to agree on the appropriate fee within thirty (30) days after the successful monetary resolution and settlement of the Case, any controversy or claim arising out of or related to this Appendix B concerning attorney's fees shall be resolved by formal, binding arbitration proceedings initiated through, and administered by, the American Arbitration Association, www.adr.org, under its Commercial Arbitration Rules, with the hearing to be conducted in Leon County, Florida before a single arbitrator selected by the Agency who is a retired state or federal judge. The parties further agree to accept the arbitrator's award as final and binding on them and not subject to any administrative appeal or judicial challenge. The arbitrator shall determine the attorney's fees to be paid to the Law Firm for its work based on the factors set forth in the R. Regulating Fla. Bar 4-1.5(b), entitled "Factors to Be Considered in Determining Reasonable Fees and Costs," provided that in no event may the arbitrator's award to be paid by the Agency to the Law Firm exceed the lesser of 3.5% of the State's gross monetary recovery on the Case or thrice the value of the hours expended by the full-time employees or shareholders of the Law Firm on the Case at their customary hourly rates, after applying an offset for any amount received by the Law Firm pursuant to the provisions of the first paragraph of this Appendix. The parties agree

that the State's gross monetary recovery on the Case shall not include the value of any injunctive relief or any other similar non-monetary recovery or conduct relief. The Law Firm and the Agency shall split equally the cost of any arbitration proceeding.

3. The Law Firm agrees to advance all costs and expenses, including but not limited to, travel expenses, deposition, hearing, and trial transcripts, expert witness and consultant fees and expenses, copying charges, etc. necessary to fulfill the terms of this Agreement. In the event of a successful monetary resolution of the Case during the course of this Agreement, the Agency agrees to reimburse the Law Firm for the necessary and reasonable expert witness and consultant fees and expenses it incurred, after taking into account an offset for any amount received by the Law Firm pursuant to the provisions of the first paragraph of this Appendix. The Law Firm agrees that any such request for reimbursement will be submitted to the Agency within thirty (30) days after the successful monetary resolution of the Case. The Agency shall not be liable to reimburse the Law Firm for any other costs or expenses it advanced or incurred in fulfilling the terms of this Agreement.

4. Compensation of counsel associated by the Law Firm pursuant to Article 11 of this Agreement (including reimbursement of any costs and expenses advanced or incurred by such counsel) shall be determined solely by agreement between the Law Firm and such counsel. The Agency shall have no fiscal responsibility or liability for compensation of such counsel. The Law Firm agrees to indemnify, defend, and hold harmless the State of Florida (including the Agency) against any claim for compensation or reimbursement of costs or expenses asserted by counsel associated by the Law Firm pursuant to Article 11 of this Agreement.