

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (the “**Agreement**”) is effective as of the 30th day of October, 2017, by and between Fields PLLC, Gilbert LLP, Connolly Gallagher LLP, and Dolt, Thompson, Shepherd & Conway, PSC (collectively, the “**Fields Team**”) and the State of Delaware (“**State**”) Department of Justice (“**DOJ**”).

WHEREAS, the DOJ has stated its intent to engage a law firm or firms to represent the State and the Attorney General in connection with an investigation and potential litigation relating to the manufacture, marketing, sale, and distribution of opioids in the State of Delaware (the “**Matter**”); and,

WHEREAS, the State has determined to engage the Fields Team to act as Special Litigation Counsel in this Matter, and wishes to enter into this Agreement with the Fields Team.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fields Team and the DOJ (collectively the “**Parties**”) hereby agree as follows:

1. Pursuant to 29 *Del. C.* § 2505(d), (f) and (i), the Fields Team is hereby appointed and employed as Special Litigation Counsel in the Matter for DOJ.
2. The Fields Team will serve as Special Litigation Counsel in the Matter and perform such legal duties as assigned by DOJ during the duration of the Matter and shall commence providing legal services as of the date set forth above. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by DOJ, with or without cause.
3. Each time the State receives a settlement or award from an individual defendant in the Matter (a “Recovery”), costs and fees will be paid from that Recovery in the following manner and order:
 - a. DOJ’s actual costs and expenses (excluding overhead and salaries of DOJ personnel, which will be borne directly by DOJ) incurred as a result of pursuing the Recovery will be deducted from the Recovery.
 - b. The Fields Team will be reimbursed for costs and expenses incurred as a result of pursuing the Recovery. The State will not reimburse the Fields Team for the following costs and expenses without prior written approval by the Attorney General’s Office: staff overtime; Westlaw, LexisNexis, or PACER; travel or lodging upgrades; meals; gas; costs related to the financing of the Matter.
 - c. The Fields Team will receive attorneys’ fees for each Recovery based on the following contingency fee scale. In order to determine, the Contingent Percentage in the following chart, all Recoveries shall be aggregated.

Amount of Recovery After Deducting (a) Attorney General's Actual Costs and Expenses and (b) the Fields Team's Costs and Expenses	Contingent Percentage
\$0 to \$50,000,000.00	21%
\$50,000,001.00 to \$100,000,000.00	18%
\$100,000,001.00 to \$150,000,000.00	15%
\$150,000,001.00 to \$200,000,000.00	13%
\$200,000,001.00 to \$250,000,000.00	11%
\$250,000,001.00 to \$300,000,000.00	9%
\$300,000,001.00 to \$350,000,000.00	4%
Greater than \$350,000,000.00	1%

- d. The Fields Team will divide attorneys' fees received for the Matter as follows:
 - i. All financing costs related to expense financing shall be paid to the members of the Fields Team that incurred them; and
 - ii. The remainder will be divided amongst the members of the Fields Team as set forth in their co-counsel agreement.
4. The Fields Team agrees that it shall perform legal services as directed by the DOJ. The DOJ and the Attorney General shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, in order to monitor, direct, and/or participate in the performance of legal services by the Fields Team under this Agreement. The Fields Team recognizes that the Attorney General will have authority and control over the entire litigation. The Fields Team also acknowledges that all legal services are to be provided only at the request of the Deputy Attorney General assigned to act as the Coordinating Attorney and shall be subject to the Coordinating Attorney's active oversight and supervision. The Fields Team will work closely with the Deputy Attorney General assigned to act as the Coordinating Attorney, and all filings will first be provided to the Attorney General's Office for review and approval. The Fields Team also will work with the Office of the Attorney General to establish the proper reporting channels from outside counsel to the Attorney General's designees who will assist him in managing the litigation. Additionally, the Fields Team will communicate with other government entities of the State through the Office of the Attorney General, unless otherwise authorized by the Attorney General or the Coordinating Attorney. The Fields Team will provide all advice directly to the Coordinating Attorney or to individuals identified and/or designated by the Coordinating Attorney. The Coordinating Attorney shall retain veto power over any decisions made by the Fields Team, subject to the Fields Team's right to seek court protection for any alleged conflict with the Fields Team's ethical duties. The Fields Team also understands that the decision to settle any matter shall be reserved exclusively to the Attorney General, subject to the Fields Team's right to seek court protection for any alleged conflict with the Fields Team's ethical duties. The Fields Team shall take no position on any legal matter in its representation of this matter, without consultation with and approval by the DOJ,

and no position shall be deemed to be the position of the DOJ if disapproved by the DOJ. The Fields Team shall take no legal position in any court, or any federal agency or any other entity without approval of the DOJ. No opinion rendered by the Fields Team may be represented as an opinion of the Attorney General.

5. The Fields Team agrees that all documents generated by it under this Agreement, including research, belong to DOJ and shall be provided to same upon request. The DOJ and the Attorney General shall have the right to use any such work product or documents as they deem is in the interest of the State, without additional compensation to the Fields Team apart from the compensation earned under this Agreement.
6. Within ten (10) days of execution of this agreement, the Fields Team shall provide the DOJ with certificates of insurance indicating the amount and nature of the Fields Team's professional liability insurance coverage.
7. During the term of this Agreement, the Fields Team shall inform the DOJ of any actual or potential conflict that must be disclosed as required by the Delaware Lawyers' Rules of Professional Conduct. The Fields Team shall submit any conflicts request to the State Solicitor, and the Fields Team shall not commence work on any matter until such time as it has notified the DOJ in writing as required by this paragraph and received a written waiver of the conflict signed by the State Solicitor. The Fields Team understands and acknowledges that should the DOJ choose not to waive the conflict, the DOJ is free to obtain such legal services as necessary from other counsel as it deems appropriate.
8. The validity of this Agreement and the rights and obligations of the Parties hereunder shall be determined in accordance with the laws of the State of Delaware and no other, except to the extent that federal law is applicable. Any litigation which may be instituted between the DOJ and the Fields Team regarding this Agreement shall be filed and litigated in the State of Delaware.
9. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

FIELDS PLLC

DEPARTMENT OF JUSTICE

Original On File

By: _____

Name: _____

Title: _____

By: 

Name: Lakresha S. Roberts

Title: Chief Deputy

GILBERT LLP

CONNOLLY GALLAGHER LLP

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PRIVILEGED & CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

FIELDS PLLC

DEPARTMENT OF JUSTICE

Original On File

Original On File

Name: Richard Fields

Name: Lakisha S. Roberts

Title: Shareholder

Title: Chief Deputy

GILBERT LLP

CONNOLLY GALLAGHER LLP

Original On File

Original On File

By: Mark Packman

By: Ryan P Newell

Name: Mark Packman

Name: Ryan P Newell

Title: Partner

Title: Partner

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By: 

Name: _____

Name: Lakresha S. Roberts

Title: _____

Title: Chief Deputy

GILBERT LLP

CONNOLLY GALLAGHER LLP

Original On File

By: _____

By: 

Name: _____

Name: Ryan P. Newell

Title: _____

Title: Partner

**DOLT, THOMPSON, SHEPHERD &
CONWAY, PSC**

By: _____


Name: _____

Title: _____

APPROVED:

Original On File

By: _____

 **MATTHEW F. DAULT**
Attorney General
State of Delaware

PRIVILEGED & CONFIDENTIAL

**DOLT, THOMPSON, SHEPHERD &
CONWAY, PSC**

Original On File

B

Name:

JACK CONWAY

Title:

Partner

APPROVED:

Original On File

By:

Attorney General
State of Delaware