

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/04/2019

Contract/Lease Control #: C20-2867-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: RILEY & JACKSON, P.C., & NAPOLI SCHKOLNIK, PPLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: UNTIL CASE IS CLOSED

Description of Contract/Lease: CONTINGENCY FEE AGREEMENT TO REPRESENT OKALOOSA COUNTY, FLORIDA

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

CONTINGENCY FEE AGREEMENT TO REPRESENT
OKALOOSA COUNTY, FLORIDA

The undersigned Okaloosa County, Florida (hereinafter referred to as "Client"), hereby retains the law firms of RILEY & JACKSON, P.C. and NAPOLI SHKOLNIK, PLLC as Attorneys to represent Client in connection with monitoring nationwide opioid litigation, notifying Client as to discussions of any potential resolution of the litigation that may benefit Client financially to enable Client to abate the public health nuisance created by the opioid crisis, including potential class action resolution, advising Client regarding whether to participate in or opt out of any class action resolution of the litigation, and preparing, submitting, filing, and prosecuting any claim Client may have as the result of any resolution of the litigation.

Client authorizes Attorneys to retain and employ, at Attorney's expense, the services of accounting and other experts to the extent such experts are necessary in Attorney's judgment to prepare and prosecute any claim Client may have.

1. **ATTORNEYS' FEES.** This employment agreement is on a contingency fee basis and, if no recovery is made, Client will not be indebted to Attorneys for any sum whatsoever, either as fees or expenses. Attorneys shall receive as their fee twenty-five percent (25%) of the gross recovery before the deduction of costs and expenses, plus reimbursement of any expenses incurred in prosecuting the case. As used in this agreement, "recovery" means the principal, interest, penalties, and all other amounts recovered for Client, including the value of any structured settlement, future payments, remediation, or non-pecuniary benefits. If any fund is established through a national settlement for the payment or reimbursement of attorneys' fees that may benefit Client, Attorneys will take all steps reasonably necessary to petition on Client's behalf for a full or partial refund of said fees, with no guarantee of success on such petition. This agreement by Attorneys is to seek a reimbursement of fees, not payment in lieu of the fees Client will pay under this Agreement.

2. **COSTS AND EXPENSES.** Client understands that expenses related to the prosecution Client's claim, if any, will be advanced by Attorneys and that, in the event of a recovery, such expenses shall be deducted from Client's portion and reimbursed to Attorneys. In addition to expenses advanced directly by Attorney, any recovery may be subject to an Assessment imposed by a Multi-District Litigation ("MDL") Court or withheld by an MDL Court from any settlement. Such Assessment would reflect both work done and costs expended by numerous attorneys for the benefit of a common group of plaintiffs. By using this common benefit system, no one plaintiff must solely bear the substantial costs for work that benefits a large group of plaintiffs as a whole, and many of the more substantial costs and expenses of litigation can be shared equally by all, thus lowering the total litigation costs borne by any one plaintiff. The exact amount any MDL Court may withhold or deduct from a recovery for Client cannot be predicted with certainty, but such Court-ordered Assessments are typically in the range of 8-10% of the total recovery. Client understands and agrees that any MDL assessment for common benefit work done or costs paid will be considered an expense of litigation and reimbursed to Attorneys.

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OKALOOSA COUNTY, FLORIDA

3. **FEE AND EXPENSE CAP.** To safeguard against any concern that expenses associated with this litigation may become prohibitively high such that Client will receive too small of a share of any recovery after attorneys' fees and expenses are both paid, Attorneys will cap their total portion of any recovery, inclusive of attorneys' fees and expenses, at 35%, thereby ensuring Client takes no less than 65% of any recovery even if attorneys' fees and expenses would collectively exceed 35% of any recovery. If attorneys' fees and expenses collectively total less than 35% of any recovery, this provision will not apply.

4. **NO GUARANTEE.** Attorneys have made no promise or guarantee regarding whether the national litigation will result in a settlement that may benefit Client, which cannot be predicted at this time, nor has Attorney made any promise or guarantee that Client will be entitled to compensation. No guarantee or representation has been made to Client as to what type or amount of recovery, if any, may be expected on Client's Claim.

5. **TERMINATION OF REPRESENTATION.** Client has the right to terminate the representation upon written notice to that effect. Client understands that it will be responsible for any fees or costs incurred prior to the discharge or termination, based on all of the facts and circumstances deemed relevant by statutory law and/or jurisprudence.

6. **CLIENT COOPERATION.** Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests for information regarding potential claims.

7. **DOCUMENT EXECUTION.** The parties hereto agree to execute any and all documents that may be necessary to effectuate, ratify, acknowledge, or otherwise validate this agreement.

8. **ENTIRE AGREEMENT.** Client has read this agreement in its entirety. Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorneys and Client.

This agreement is executed by the undersigned Client on this 1 day of Oct, 2019.



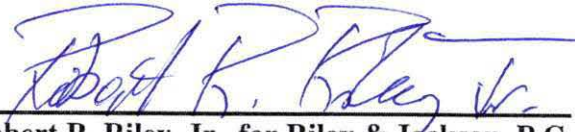
Kelly Windes, Chairman
Okaloosa County Board of County Commissioners

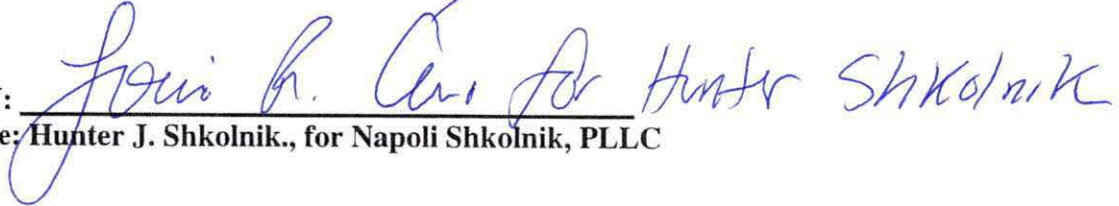
Attest:


Greg Stewart, County Attorney

CONTINGENCY FEE AGREEMENT TO REPRESENT
OKALOOSA COUNTY, FLORIDA

The foregoing agreement is hereby accepted on this 1st day of October,
2019.

ATTORNEY: 
Printed Name: Robert R. Riley, Jr., for Riley & Jackson, P.C.

ATTORNEY: 
Printed Name: Hunter J. Shkolnik., for Napoli Shkolnik, PLLC

DeRita Mason

From: Karen Donaldson
Sent: Friday, October 4, 2019 10:57 AM
To: DeRita Mason
Cc: Edith Gibson; Kelli Burgess; Kelly Bird
Subject: Termination of contract

We also need to terminate the Standard LTD and Life contracts.

Thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.