

THE OCHS LAW FIRM

TRIAL LAWYERS

LEGAL SERVICES AGREEMENT

RE: Civil suit against those parties legally responsible for the wrongful distribution of prescription opiates and the deleterious effects it has had on Keith County, Nebraska for which such parties have collectively been fined and paid over \$800 million in civil penalties.

Keith County, Nebraska (hereinafter "CLIENT") hereby retains outside counsel, pursuant to the Rules of Professional Conduct on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Keith County including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. Stephen D. Ochs, of the Ochs Law Firm, shall serve as CO-LEAD COUNSEL together with Jason E. Ochs, CO-LEAD COUNSEL of the Ochs Law Firm, and Patrick D. Mika, of Mika & Associates, P.C., and with Steven J. Skikos of the Skikos Crawford Law Firm. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. Client consents to the participation of the aforementioned law firms.

In consideration, CLIENT agrees to pay **twenty-five percent (25%)** of the total recovery (gross) as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the lawyer(s), the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery. **There is no fee if there is no recovery.**

This fee applies to any sums, benefit or value obtained on your behalf, whether monetary or non-monetary, including equitable remedies including abatement, and whether recovered by award, judgment, settlement, bankruptcy proceedings, government-imposed reparations proceedings, regulatory relief/settlement, non-monetary remedial benefit provided by defendants or otherwise. Gross recovery is the value, at the time of settlement or collection (whichever confers the greater value), of any sums, benefit or value obtained on your behalf, as set out above. The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of the gross recovery-based contingent fee" or the attorneys' fees awarded.

The division of fees, expenses and labor between the law firms will be decided by private agreement between the law firms which shall be subject to review by the CLIENT, and any division of fees will be governed by the Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT agrees to the arrangement and the agreement is confirmed in writing; and (3) the total fee is *reasonable*. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing CLIENT on a contingent fee basis, CLIENT agrees to pay a reasonable fee for the services rendered.

The law firms agree to advance all necessary litigation expenses necessary to prosecute these claims, **and the CLIENT shall have NO obligation to advance any costs, pay any retainer or to make any financial contribution whatsoever to the lawsuit while the litigation is pending.** All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of**

litigation expenses if there is no recovery. In the event of a recovery, CLIENT will receive **NO LESS THAN 60%** of the gross monetary recovery after deduction of the legal fee of 25% and litigation expenses capped at no more than 15% of the total recovery amount.

Funds that are recovered on behalf of CLIENT shall flow through the CLIENT and may be expended on education, law enforcement and jails, healthcare, drug treatment and drug rehabilitation or in any other way that the CLIENT deems appropriate.

Stephen D. Ochs, CO-LEAD COUNSEL, will be the designated contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT and the Rule of Professional Conduct 1.4. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation in accordance with the Rules of Professional Conduct 1.2.

Upon conclusion of this matter, CO-LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination as required by Rule 1.5(c) of the Rules of Professional Conduct. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as contemplated by Rule 1.5 (e) (2) of the Wyoming Rules of Professional Conduct.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

This fee agreement may be executed in counterparts and submitted electronically or by facsimile transmission which, when taken together, shall constitute one and the same instrument.

SIGNED this 21st day of February, 2018.

By: Lonnie Peters

For Keith County, Nebraska
Name: *Lonnie Peters*
Title: *Chairman*

Approved:

By: 

Stephen D. Ochs on behalf of The Ochs Law Firm