

**ATTORNEY REPRESENTATION AGREEMENT  
PRIVILEGED AND CONFIDENTIAL**

The Regional School Unit # 71 (referred to herein as “Client”), hereby retains and authorizes the law firms of Hughes Socol Piers Resnick & Dym, Ltd., Mehri & Skalet, P.L.L.C., Henrichsen Law Group, P.L.L.C., and Terrell Hogan, P.A. (the "Attorney Group"), as its attorneys, to negotiate, and/or litigate claims Client may have involving the opioid epidemic and losses it has incurred because of the opioid epidemic, related to the actions of pharmaceutical manufacturers, wholesalers, distributors, and/or others (“Claims”). The Client and the Attorney Group agree that any Claims filed will be initiated in the pending MDL proceeding in the United States District Court for Northern District of Ohio, *In Re: National Prescription Opiate Litigation*, MDL 2804, or in related bankruptcy proceedings, including *In re Purdue Pharma, L.P.*, 19-23649 USBC, SDNY.

The Client and the Attorney Group further agree as follows:

1. The attorney fees that the Attorney Group will charge to the Client for this engagement shall be 25% of the Recovery (“contingent percentage attorneys’ fees”). "Recovery" is defined as the acquisition by the Client of something of value as the result of negotiations or a settlement or through a lawsuit, arbitration or proceeding initiated pursuant to this agreement. Some of the Client’s Claims may permit the Client to petition for an award of attorneys' fee and costs (“Statutory Attorneys’ Fees”). Client assigns all its rights and claims to Statutory Attorneys’ Fees, costs, or expenses in connection with its Claims to the Attorney Group. The amount of any Statutory Attorneys’ Fees recovered shall be included in the Recovery for purposes of calculating the contingent percentage attorneys’ fees.

2. Because of the complex nature of this legal matter, multiple law firms are working as co-counsel on this matter as the Attorney Group. This will not affect the fees as outlined above. Each lawyer assumes joint responsibility for your case. The agreement between the law firms of the Attorney Group for the division of fees will be disclosed to you in advance but will not impact the attorneys' fees charged to Client. Client agrees that the Attorney Group may also, in its discretion, associate with additional lawyers from other firms to assist with negotiating or litigating Client's Claims. If this happens, then the additional lawyers would be subject to the terms of this Agreement.

3. Client understands that, because of the complex nature of this legal matter, the Attorney Group intends to represent additional clients who are similarly situated to Client or are governmental entities, including other independent school districts, individually and as members of one or more classes. These clients' claims will be reviewed for any potential conflicts with the Attorney Group's representation of Client. The Attorney Group will fully inform Client of any actual or potential conflicts arising from the concurrent representation. The parties understand that the representation of additional clients may require the waiver of certain potential conflicts by each of the clients.

4. The Client understands that there will be costs and expenses (aside from any attorney fees) in pursuing this claim. Examples of such expenses include: mediation fees, expert consultant and witness fees, copy charges, travel and hotel expenses, messenger services, telephone charges, express mail charges, computerized research, and expenses involved in preparing exhibits. The Attorney Group will advance all other costs related to their prosecution of the Claims (to the extent legally and ethically allowed), regardless of the outcome. In the event a Recovery is made, that Recovery will first be used to reimburse all costs and expenses of the Attorney Group, then to pay the fees owed to the Attorney Group as set forth in Paragraph 1 of this Agreement, with the remainder to be paid to the Client. However, if no Recovery is made, no costs shall be owed by Client to the Attorney Group.

5. Client understands that the contingent percentage of recovery described in Paragraph 1 of this Agreement is not set by law but has been negotiated by the Attorney Group and the Client before signing this agreement.

6. The Attorney Group will keep the Client informed and up to date regarding the status of its Claims.

7. It is agreed that no settlement will be made without consent of the Client.

8. The Client understands the effect of joint representation on attorney-client confidentiality. Attorney-client communications are privileged and are protected against disclosure to a third party. Under this agreement, the Client may be one of multiple clients that are jointly represented by the Attorney Group. By executing this agreement, the Client agrees to maintain confidentiality of all attorney-client communications and waives any right the Client may have to require that the Attorney Group disclose to the Client any confidences the Attorney Group has obtained from any other client in connection with the subject matter of this agreement.

9. It is agreed and understood that the Attorney Group makes no guarantees to the Client as to the success or the outcome for the services rendered under this Agreement, and, that any representations made by Attorney Group regarding duration, costs and final outcomes are mere estimates.

10. The Attorney Group may review any and all files and records, wherever situated, as necessary for preparation of the Claims, and Client will provide any necessary authorizations for the same. Client will cooperate as necessary to assist in the preparation and presentation of the Claims and agrees to cooperate fully and in all respects with the Attorney Group's efforts to resolve the Claims.

11. The Attorney Group firms will maintain Client's file for at least three (3) years after the conclusion of the representation. The Client specifically authorizes the Attorney Group to maintain the Client's file in electronic form only and authorizes return or destruction of any tangible documents which are not maintained in electronic form. The Client further authorizes offsite secure storage of the file in tangible or electronic form and authorizes any return of the Client's file through electronic storage media rather than tangible form.

12. Client understands and agrees that if it chooses to discharge the Attorney Group and seek a new attorney, Client will show the new attorney(s) this Agreement, so that the new attorney(s) will be fully aware of the rights and obligations of the parties under this Agreement. The fact that the Attorney Group withdraws its representation of Client or that Client terminates the Attorney Group will not in any way affect Client's obligation to first reimburse the Attorney Group for the costs or expenses out of any Recovery and, in the event of termination, pay Attorney Group its pro rata contingency fee share of any net recovery (after expenses) based on the relative lodestar of the Attorney Group and any new attorney(s). By signing this Agreement, Client agrees to give the Attorney Group a lien on all claims or causes of action the Attorney Group negotiates or litigates on Client's behalf, and on any sums recovered in connection with those Claims by way of settlement, judgment, or otherwise, for any amounts owed to the Attorney Group. The lien will be general, possessory, retaining, special, charging, and as broad as allowed by common law and/or statute.

13. Any payments of settlement or judgment awards will be made payable as requested by the Attorney Group to be held "in trust" for Client. The proceeds will then be divided in accordance with this Agreement. If in the event any payment is made payable to Client only, Client agrees to notify the Attorney Group of receipt immediately and then tender the Attorney Group's share of the proceeds on that same day. If the check is made out jointly, Client agrees to sign the check so that the Attorney Group can process it as described above.

14. Any controversy arising out of or relating to this Agreement, or its validity or enforcement, including any disputes relating to Attorney Group's services or attorneys' fees, and including any disputes about the arbitrator's authority or jurisdiction, shall be resolved by confidential, binding arbitration. Arbitration of any disputes will occur in Chicago, Illinois and will be conducted by and in accordance with the rules of Judicial Arbitration and Mediation Services (JAMS). The Attorney Group and the Client shall each pay 50% of the cost of arbitration. Judgment upon any arbitration award rendered in accordance herewith may be entered in any court having jurisdiction thereof.

15. This Agreement shall bind the parties hereto and their successors and shall not be modified or amended exception by a written document duly executed by the parties hereto, or their successors.

16. Construction and This Agreement shall be interpreted under Illinois law.

17. This is the entire agreement between Client and the Attorney Group, and this Agreement may be executed in any number of counterparts by facsimile signature, each of which, when executed and delivered (whether by facsimile or U.S. Mail), shall be an original that with all counterparts shall form the total agreement. This Agreement is effective upon signature by all the below parties to the Agreement.

CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS READ AND RECEIVED A COPY OF THIS CONTRACT AND ADDENDA AND THE UNDERSIGNED PERSONALLY REPRESENTS AND WARRANTS THAT THEY HAVE THE FULL RIGHT, POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT.

DATE: \_\_\_\_\_

CLIENT: Regional School Unit # 71

By:

Its:

THE ABOVE EMPLOYMENT IS HEREBY ACCEPTED ON THE TERMS STATED, AND IT IS AGREED THAT NO SETTLEMENT WILL BE MADE WITHOUT CONSENT OF CLIENT.

DATE: \_\_\_\_\_

\_\_\_\_\_  
HUGHES SOCOL PIERS RESNICK & DYM, LTD.

DATE: \_\_\_\_\_

\_\_\_\_\_  
MEHRI & SKALET, P.L.L.C.

DATE: \_\_\_\_\_

\_\_\_\_\_  
TERRELL HOGAN, P.A.

DATE: \_\_\_\_\_

\_\_\_\_\_  
HENRICHSEN LAW GROUP, P.L.L.C

