

## **CONTINGENT FEE CONTRACT FOR LEGAL SERVICES**

This Contingent Fee Contract For Legal Services (the "Contract") contains the terms under which the State of Nevada, on behalf of the People of the State of Nevada, through its Office of the Nevada Attorney General and its Bureau of Consumer Protection (collectively the "Attorney General"), agrees to retain the law firm of Eglet Prince ("Special Contractor") to provide legal services on a contingent fee basis to the Attorney General to represent the State in connection with the investigation and possible litigation of all available claims involving the manufacture, distribution, marketing, monitoring, conduct, dispensing and/or sale of opioids, and claims or causes of action related to the cause of or contribution to the opioid epidemic in the State of Nevada (collectively the "Opioid Investigation and Litigation").

### **RECITALS**

WHEREAS, the State of Nevada is experiencing an opioid epidemic;

WHEREAS, pursuant to NRS 228.380, the Attorney General commenced the Opioid Investigation and Litigation to enforce the consumer protection laws of the State of Nevada;

WHEREAS, pursuant to NRS 228.330, the Consumer Advocate may perform such other functions and make such other arrangements as may be necessary to carry out his duties and the functions of his office to enforce the consumer protection laws of the State of Nevada;

WHEREAS, pursuant to NRS 228.1111, the Governor, in consultation with the Attorney General, has determined in writing that the Attorney General lacks the resources to provide representation in the Opioid Investigation and Litigation, and that representation pursuant to a contingent fee contract is cost-effective and in the public interest;

WHEREAS, pursuant to NRS 228.111, a contingent fee contract for legal services provided to the State of Nevada or any officer, agency or employee in the Executive Department of the State Government may be entered into by or at the request of the Attorney General;

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to contract for the services of a persons as independent contractors;

WHEREAS, in accordance with NRS 228.1111, the Attorney General or other officer, agency or employee, as applicable, has obtained approval from the Interim Finance Committee to commit money for the purpose of entering into a contingent fee contract that complies with the requirements of NRS 228.111 to 228.1118, inclusive;

WHEREAS, the Opioid Investigation and Litigation is likely to entail numerous complex factual and legal issues;

WHEREAS, the Opioid Investigation and Litigation will require the expenditure of substantial resources by any private attorneys retained to assist the State of Nevada;

WHEREAS, the Attorney General seeks to limit the expenditure of resources by the State of Nevada related to the Opioid Investigation and Litigation;

WHEREAS, it is deemed that the services of Special Contractor, herein specified, are both necessary and desirable and in the best interests of the Attorney General and the State of Nevada;

WHEREAS, Special Contractor represents that it is licensed to practice law in the State of Nevada and that it is duly qualified, willing and able to render the legal services as hereinafter described; and

WHEREAS, the Attorney General, through its Bureau of Consumer Protection, and Special Contractor agree to enter into this Contract.

NOW, THEREFORE, based on the foregoing promises, the parties mutually agree as follows:

#### **1. SCOPE OF REPRESENTATION**

1. The Attorney General agrees to retain the law firm of Eglet Prince as Special Contractor to provide legal services on a contingent fee basis to assist the Attorney General in the Opioid Investigation and Litigation. The Opioid Investigation and Litigation includes, without limitation, investigation and possible litigation of all available claims which exist under common and statutory law involving the manufacture, distribution, marketing, monitoring, conduct, dispensing, and/or sale of opioids, and claims or causes of action related to the cause of or contribution to the opioid epidemic in the State of Nevada; as well as representation of the State of Nevada in the lawsuit filed on May 15, 2018, in the Eighth Judicial District Court, Clark County, Nevada, against opioid manufacturer Purdue Pharma L.P., Purdue Pharma, Inc., and The Purdue Frederick Company (collectively "Purdue"), Case No. A-18-774437-B ("Lawsuit"). Special Contractor is authorized to take appropriate legal steps to conduct and prosecute the Opioid Investigation and Litigation, including the Lawsuit, as it pertains to liability, damages, civil penalties, injunctive relief and restitution/disgorgement of profits, and to participate in any settlement negotiations. Special Contractor shall provide sufficient resources, including attorney time, to conduct and prosecute the Opioid Investigation and Litigation faithfully, including the Lawsuit and any additional action, with due diligence to its conclusion including the exhaustion of any and all appeals by defendants or the State of Nevada. Special Contractor agrees that its duties include assisting with the pending Lawsuit, and may include the addition/subtraction of additional defendants and/or additional lawsuits and/or additional claims of relief or causes of action if determined to be in the best interest of the State of Nevada.
2. The Attorney General does not relinquish his constitutional, common law, or statutory authority or responsibility through this Contract. It is expressly understood that, pursuant to NRS 228.1113, the Attorney General must retain final authority over the course and

conduct of the matter that is the subject of this Contract, without limitation. This authority includes, but is not limited to:

- a. The authority to override any decision made by Special Contractor; and
  - b. The sole authority to agree to any settlement or voluntary dismissal.
3. The Attorney General recognizes that Special Contractor represents other Nevada counties, cities, municipalities, and tribes, with similar investigations and litigation to the Opioid Investigation and Litigation. Special Contractor agrees to apprise and inform the Attorney General about any strategic decisions or settlement discussions concerning these other Nevada counties, cities, municipalities, and tribes.
  4. Special Contractor and the Attorney General or his deputy designee(s) will discuss all major litigation decisions, including but not limited to: (1) whether to file any additional lawsuits on behalf of the State of Nevada; (2) the addition and/or removal of defendants from any and all lawsuits; (3) the addition and/or removal of claims from any and all lawsuits; (4) any participation in the National Prescription Opiate Litigation (MDL 2804); (5) the selection and retention of experts or other professionals; (6) settlement and/or mediation or arbitration options; (7) whether to proceed to trial in any and all lawsuits; and (8) litigation strategy.
  5. Pursuant to NRS 228.1113, the Attorney General or his deputy designee(s) will have supervisory authority over the conduct of the matter that is the subject of this Contract. The deputy designee(s) shall attend any settlement conference or mediation conducted in the Opioid Investigation and Litigation and have the right to participate in any matter that is the result of the Opioid Investigation and Litigation.
  6. Pursuant to NRS 228.1113, Special Contractor understands and agrees that in the course of the Opioid Investigation and Litigation and/or settlement discussions, defendant(s) may contact the Attorney General or his deputy designee(s) at the Office of the Nevada Attorney General directly, and the right of defendants to directly communicate with the Attorney General or his deputy designee(s) will in no way be limited.
  7. Pursuant to NRS 228.1114, Special Contractor understands and agrees that the Addendum attached as Exhibit A is incorporated into this Contract by reference and sets for the minimum rights and obligations of the parties of the Contract, including, but not limited to, the rights and obligations provided in NRS 228.1113 and NRS 228.1115. The Attorney General and Special Contractor understand and agree that nothing prevents the parties from contracting for additional rights and obligations so long as the rights and obligations do not violate any applicable laws, regulations, rules, or codes.
  8. Special Contractor expressly understands and agrees that its representation of the State of Nevada through the Office of the Nevada Attorney General is subject to NRS 228 and any and all other applicable laws.

9. Special Contractor understands and agrees to pay for any and all costs or expenses associated with the investigation and prosecution of any action on behalf of the State of Nevada. The State of Nevada will not pay any costs or expenses other than those outlined in NRS Chapter 228. If no recovery is obtained, neither the State of Nevada nor the Attorney General will pay any costs or expenses.
10. Special Contractor must obtain written approval from the Attorney General before taking any positions that could potentially impact policy concerns of the State.

## **2. OTHER COUNSEL**

The Attorney General agrees that Special Contractor may affiliate with Co-Counsel to allocate workloads and responsibilities as appropriate. Additional affiliated Co-Counsel are those firms or individuals identified in Exhibit B, attached hereto and incorporated by reference herein. Special Contractor may associate with additional Co-Counsel without additional expense to the State only upon written approval by the Attorney General. Any affiliation by Special Contractor with a Co-Counsel regarding the Opioid Investigation and Litigation is subject to the Nevada Rules of Professional Conduct and all rules promulgated by the Nevada Supreme Court.

## **3. CONTRACT TYPE/COMPENSATION**

1. **Governing Statutory Provisions.** Special Contractor agrees and understands that the statutory provisions of NRS 228.111 *et seq.* govern, in part, Special Counsel's contract type and compensation.
2. **Contingent Fee Basis.** Pursuant to NRS 228.111, the Attorney General and Special Contractor agree to enter into this Contract on a contingent fee basis.
3. **Compensation.** Compensation to the Special Contractor for its legal services performed pursuant to this Contract is payable, in whole or in part, only from any money recovered and received in the matter that is the subject of the Contract ("Recovery"). The Recovery excludes:
  - a. Money paid out as costs and expenses; and
  - b. Money recovered, in part or in whole, based on Medicaid that is entitled to be collected by the United States Federal Government and/or any relator(s) under 31 USCA Sections 3729-3733 (Federal False Claims Act) and/or NRS chapter 357 (QUI TAM Statute) and/or as determined by the Center for Medicaid and Medicare Services (CMS).

4. **Limitations on Compensation.** Compensation to the Special Contractor for the legal services performed pursuant to this Contract is a contingent fee that is subject to the following limitations and requirements:
  - a. It must be payable only from Recovery that is actually received by the State of Nevada in the Opioid Investigation and Litigation pursuant to judgment or settlement. The Opioid Investigation and Litigation may be resolved in multiple settlements or trials, which may involve different defendants and targets. Each such settlement or trial shall be deemed a "Successful Resolution" once the settlement or trial becomes final. A settlement shall be considered final once it has been fully executed and approved by a court (if necessary), and when all appeals have been exhausted or the time for all appeals has lapsed. A trial shall be considered final once a judgment has issued (including dismissal with prejudice) and all appeals have been exhausted or the time for all appeals has lapsed;
  - b. It must not be based on any amount attributable to a fine or civil penalty, but may be based on an amount attributable to punitive damages;
  - c. It is exclusive of any costs and expenses provided for by this Contract and actually incurred by the Special Contractor, regardless of the number of actions or proceedings or the number of private attorneys or law firms involved in the matter;
  - d. If Special Contractor represents any other governmental entity in this type of litigation and agrees to represent such entity for a contingent fee lower than that set forth in this Contract, the contingent fee herein shall be reduced to meet that lower percentage. It is the intent of Special Contractor to provide the Attorney General with the best price it offers for its legal services;
  - e. The amount of compensation to Special Contractor shall be based on the amount of Recovery to the extent that such funds are available after reimbursement for all litigation costs and expenses as set forth in this Contract; and
  - f. In the event that entire Opioid Investigation and Litigation comes to a Successful Resolution that is limited to injunctive relief only, or under terms solely involving the provision of goods, services or other "in-kind" or non-monetary payment, Special Contractor will receive costs and hourly fees at fair market value of its legal services expended on behalf of the State.
5. **Contingent Fee Amount.** The total contingent fee payable to Special Contractor upon a Successful Resolution for the State of Nevada is as follows:

- a. The contingent fee will be the cumulative sum of percentages based upon the Recovery of an aggregate total dollar value of all Successful Resolutions for the State of Nevada in the following ranges and percentages:
- i. For the first \$300 million recovered, the percentage shall be 9% prior to commencement of discovery, and 19% after commencement of discovery for the amount in this range;
  - ii. In addition, for recovered amounts of more than \$300 million to \$600 million, the percentage shall be 10% prior to commencement of discovery, and 20% after commencement of discovery for the amount in this range;
  - iii. In addition, for recovered amounts of more than \$600 million, the percentage shall be 11% prior to commencement of discovery, and 21.5% after commencement of discovery for the amount in this range; and
  - iv. The following table is also illustrative of the provisions above:

Total Aggregate Recovery	Fee Percentage Prior to Commencement of Discovery	Fee Percentage After Commencement of Discovery
The first \$300 million	9%	19%
In addition, the next >\$300 to \$600 million	10%	20%
In addition, any amount >\$600 million	11%	21.5%

- b. Notwithstanding the percentages for contingent fees above, if the Recovery of an aggregate total dollar value of all Successful Resolutions for the State of Nevada is an amount in the following ranges, the total contingent fee received by Special Contractor shall be and shall not exceed the following amounts:
- i. If the recovered amount is \$1 billion but less than \$1.25 billion, Special Contractor's contingent fee shall be and shall not exceed \$240 million;
  - ii. If the recovered amount is \$1.25 billion but less than \$1.50 billion, Special Contractor's contingent fee shall be and shall not exceed \$300 million; or
  - iii. If the recovered amount is \$1.5 billion or more, Special Contractor's contingent fee shall be and shall not exceed \$350 million.
6. **Payment.** All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) directly to the Attorney General's Office, which shall distribute them or have them distributed.

7. **Liability if No Recovery.** Neither the Attorney General nor the State is liable under this Contract to pay a contingent fee or any cost or expense if there is no Recovery, subject to the limitations and requirements as described in this Section.
8. **Waiver.** Neither the contingent fee, nor any other payment to Special Contractor given as compensation for legal services performed pursuant to this Contract, may be paid out of the Reserve for Statutory Contingency Account. Special Contractor waives any and all claims for compensation or costs under NRS 41.03435.
9. **Payment for Termination Without Cause.** Any party may terminate this Contract without cause and without penalty upon at least thirty (30) days written notice to a party. At the conclusion of the Opioid Investigation and Litigation, so long as there is a Recovery, Special Contractor terminated without cause will be entitled to be reimbursed for reasonable out-of-pocket costs in accordance with this Contract as well as quantum meruit fees for services provided. If the Attorney General terminates this Contract prior to Recovery, quantum meruit fees for services provided shall be seven hundred dollars (\$700) per hour, or a reasonable attorney fee, or the fees according to the fee structure in this Contract at the time of the latest offer of settlement, whichever is more. Any payment to a terminated Special Contractor without cause will arise upon a Successful Resolution if there is a Recovery by settlement or judgment subject to the following conditions:
  - a. In the event that this Contract is terminated without cause and the State achieves Recovery that is less than the amount of attorney's fees and costs actually incurred by Special Contractor pursuant to this Contract, Special Contractor understands and agrees that total payment to Special Contractor for all legal services provided to the Attorney General under this Contract will be reduced to the amount of Recovery actually received by the State; and
  - b. In the event that this Contract is terminated without cause and the State does not achieve Recovery, no payment, including attorney's fees and costs, will be paid to Special Contractor, nor does Special Contractor have any legal or equitable right to payment.
10. **Failure to Prevail/Payment of Costs and Fees.** In the event of a loss, the Attorney General may be liable for the opposing party's(ies') attorney's fees and costs required by law. However, the Special Contractor regards the risk of an adverse judgment for attorney's fees and costs to be minimal given the nature of the contemplated litigation and thus hereby agrees to pay all such attorney's fees, costs and expenses and to indemnify the Attorney General from and against them in the unlikely event of an adverse judgment, order or other ruling for attorney's fees, expenses and/or costs, so long as such indemnification is not in violation of federal and/or state law or the ethical rules

governing the conduct of attorneys, including the American Bar Association Model Rules of Professional Conduct and/or the Nevada Rules of Professional Conduct.

11. **Invalid Contract.** If there is Recovery received by the State and this Contract is found to be invalid, Special Contractor and the Attorney General agree that Special Contractor and the Attorney General each are entitled to the fair market value of their legal services expended on behalf of the State. The Attorney General agrees to use its best efforts to support any reasonable application for judicial approval for such fees made pursuant to this paragraph.

#### 4. **COMPENSATION OF OTHER COUNSEL**

Special Contractor understands and agrees it will be fully responsible for any and all payments to affiliated Co-Counsel. Any payments to Special Contractor by the Attorney General as provided in this Contract are inclusive of any fees and costs that Special Contractor may pay or owe to any affiliated Co-Counsel. Special Contractor may not charge the Attorney General for costs or fees incurred by affiliating with Co-Counsel to assist with the Opioid Investigation and Litigation. Special Contractor shall fully indemnify, save harmless, and defend the State of Nevada, the Attorney General and the Office of the Nevada Attorney General, from any and all claims, including for compensation, related to Special Contractor's Co-Counsel. Any payment to Co-Counsel by Special Contractor must comply with Nevada Rules of Professional Conduct.

#### 5. **COSTS, EXPENSES AND DISBURSEMENTS**

1. **No Cost Recovery or Court Awarded Costs.** Special Contractor shall advance all litigation expenses and costs related to any demands, claims, actions, and other work required in the prosecution of the Opioid Investigation and Litigation (unless undertaken by the State of Nevada), including without limitation, court or tribunal costs, expenses of investigation, discovery and the costs of obtaining and presenting evidence, including, without limitation, costs for expert evidence, reports, or testimony. Special Contractor shall have no right to recover these litigation expenses and costs from the Attorney General unless there is a Recovery achieved by the Attorney General as provided in this Contract.
2. **Complete or Partial Cost Recovery or Court Awarded Costs.** If Recovery is achieved, all costs advanced by Special Contractor for reimbursable costs of litigation shall first be reimbursed in amounts equal to the order of costs advanced. If Recovery is achieved in the Opioid Investigation and Litigation, but in an amount that does not exceed reimbursable costs in the Opioid Investigation and Litigation, such monies shall be used to reimburse as many reimbursable costs as possible.



3. **Reasonable Costs and Expenses.** Litigation expenses and costs expended by Special Contractor must be reasonable and essential for effectively conducting and prosecuting the Opioid Investigation and Litigation.
4. **Costs Benefiting Other Clients.** Where expenses are disbursed or are incurred by Special Contractor which also benefit any other counties, cities or municipalities represented by Special Contractor similar to the Opioid Investigation and Litigation, only the portion of such expenses fairly and properly allocable to the State of Nevada in the Opioid Investigation and Litigation shall be claimed as reasonable expenses of conducting/prosecuting the Opioid Investigation and Litigation.
5. **Court Awarded Attorney's Fees.** The State intends to seek an award from the court of fees and costs for prosecution of the Opioid Investigation and Litigation. Should the court award attorney's fees and costs to the State, such amounts will be retained by the State to offset some or all of the fees and costs paid under this Contract.
6. **Advance Payment Prohibited.** No payment in advance or in anticipation of legal services under this Contract shall be made by the Attorney General.
7. **Excluded in Costs.** The following expenses are not considered reimbursable litigation costs, nor will they be covered by the contingent fee as provided in this Contract:
  - a. All hourly and salary wages and benefits paid to employees and/or independent contractors of Special Contractor;
  - b. Expenses incurred by Special Contractor for the use of any database, including but not limited to, any legal research database or any document review or predictive coding database, used in connection with the legal services rendered pursuant to this Contract; and
  - c. Costs or penalties, including but not limited court sanctions or fines, incurred by Special Contractor as a result of a violation of a court order, court rule, or state or federal law.
8. **Additional Compensation/Cost Restrictions/Requirements.** Except as otherwise provided by law, the compensation/costs claimed by Special Contractor are also subject to the restrictions and requirements provided for in the Nevada State Administrative Manual.

## 6. REPORTING AND RECORDS

1. **Retention of Records.** During the duration of the Contract and for seven (7) years after the date on which the Contract expires or is terminated, Special Contractor shall retain and maintain all books, records, documents, materials, work product, pleadings, and other

evidence pertaining to the acquisition and performance of this Contract, including but not limited to all expenses, disbursements, charges, credits, receipts, invoices, billing statements and all other payments made by or to Special Contractor, directly or indirectly, in connection with this Contract ("Records"). At the end of the seven (7) year period, a forty-five (45) day written notice must be provided to the Attorney General prior to the disposing of these Records.

2. **Termination.** If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of any resulting Successful Resolution. At the end of the seven (7) year period, a forty-five (45) day written notice must be provided to the Attorney General prior to the disposing of these Records.
3. **Inspection and Audit.** The Special Contractor shall agree to make available at the office of the Special Contractor at all reasonable times during the Contract and for the following seven (7) year period any of the Records for inspection, audit or reproduction by any authorized representative of the State or Attorney General. At the end of the seven (7) year period, a forty-five (45) day written notice must be provided to the Attorney General prior to the disposing of these Records. Special Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Special Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Special Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Office of the Nevada Attorney General or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this Section.
4. **Contractual Requirements.** The Special Contractor shall contractually require each Co-Counsel, subcontractor, vendor, or agent to comply with the applicable terms of this Contract.
5. **Contemporaneous Records.** Pursuant to NRS 228.1115, Special Contractor shall prepare and maintain contemporaneous records reflecting the work performed on the Opioid Investigation and Litigation by Special Contractor ("Contemporaneous Records"). These Contemporaneous Records must specifically describe the work performed, identify the person who performed the work including, without limitation, any work performed by a paralegal, and set forth the time spent in connection with the work, in increments of not more than one-tenth of an hour.

6. **Timekeeping, Quarterly Billing Statements, Reports, and other Records.** During the term of the Contract and any extension or renewal of the Contract, Special Contractor shall prepare and submit quarterly billing statements, reports, and other records to the Attorney General pursuant to the requirements of NRS 228.1115.
7. **Public Records.** The billing statements, reports, and other records required by NRS 228.1115 are public records and must be open for inspection pursuant to NRS 239.010. Special Contractor understands and agrees to strive to not expose privileged and/or confidential information in the quarterly billing statements, reports, and other records.

## 7. TERM/TERMINATION OF CONTRACT

1. **Term of Contract.** The Opioid Investigation and Litigation may involve multiple settlements or trials which may involve different defendants and targets. The term of the Contract shall be from the Effective Date (as defined below) through the investigation of this matter and the conclusion and judgment and collection thereof, settlement, or through the final and complete resolution of the Opioid Investigation and Litigation subject to other provisions of this Contract. The State shall not be liable to pay Special Contractor for any services or work performed or expenses incurred before the Effective Date of this Contract. The Effective Date shall be the date on which the contract is fully signed by all parties.
2. **Termination Without Cause.** The Attorney General may terminate this Contract without cause and without penalty upon providing written notice to Special Contractor.
3. **Federal Grant Jeopardized.** In the event it is determined that this Contract potentially jeopardizes federal grant funds received by the State, if any, the State may immediately terminate this Contract upon providing written notice to the Special Contractor.
4. **Termination for Non-Appropriation or Non-Availability of Funds.** All payments to Special Contractor are subject to and contingent upon the State of Nevada's receipt of a Recovery, or upon sufficient funds being appropriated, budgeted, and otherwise made available for such purpose by the State Legislature and/or federal sources. All claims of Special Contractor for any fees, costs, expenses or damages may be made only against, and to the extent of, the State of Nevada's Recovery, unless there is a specific appropriation from the State of Nevada and/or federal sources for such purpose. The State of Nevada may terminate this Contract upon written notice if at any time it appears that appropriated funds or the funds from the Recovery are withdrawn or limited.
5. **Termination With Cause.** The Attorney General may terminate this Contract for cause if Special Contractor breaches any material terms or conditions of this Contract, or fails to perform or fulfill any material obligation under this Contract upon seven (7) days written notice to Special Contractor of any intent to terminate. Special Contractor shall take the necessary actions to immediately cure its breach and shall reimburse the

Attorney General for all expenses and costs incurred in curing the breach. If Special Contractor does not cure the breach of failure to perform within seven (7) days or such longer period as specified by the Attorney General, the Attorney General may terminate this Contract upon providing written notice to the Special Contractor. If Special Contractor is terminated for cause, Special Contractor shall not be entitled to compensation or reimbursement of any kind under this Contract.

6. **Reduction of Harmful Effects.** Special Contractor shall endeavor to reduce any harmful effects, including but not limited to any fees, costs, delay, or prejudice, to the Attorney General in the event termination of this Contract occurs. Upon receipt of a written notice to terminate Contract, Special Contractor agrees to immediately withdraw from any and all active litigation in the Opioid Investigation and Litigation.

## 8. SPECIAL CONTRACTOR RESPONSIBILITIES

1. **Key Personnel.** It is essential that the Special Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Special Contractor must assign specific individuals to key positions ("Key Personnel"). The Special Contractor agrees and understands that this Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Special Contractor's proposal. Therefore, the Special Contractor agrees that no substitution of such specified individual(s) and/or personnel qualifications(s) shall be made without the prior written approval of the Attorney General. The Special Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Attorney General's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Special Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under this Contract. The Special Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the Attorney General at any time during the performance of this Contract.
2. **Lead Special Contractor.** The Special Contractor shall name an individual as the Lead Special Contractor for the outside Special Contractor team. This individual shall be considered a Key Personnel as defined in this Contract. The Special Contractor shall provide the Lead Special Contractor's complete address, e-mail address, and telephone and fax numbers. The Lead Special Contractor shall be the company representative to whom all correspondence, official notices and requests related to the project shall be addressed. If a firm joins together with another firm or firms, the firms shall name only one Lead Special Contractor.
3. **Other Key Personnel.** Within thirty (30) days of execution of this Contract, Special Contractor should provide the names of any other individuals who will perform duties to

directly support the person offered as the Lead Special Contractor. The role and crucial duties these individuals will perform shall be identified in writing by Special Contractor. Special Contractor shall provide a written update as names are added or subtracted.

4. **Removal of Special Contractor's Employees.** The Attorney General may require the Special Contractor to remove from an assignment employees who endanger persons, property or whose continued employment under this Contract is inconsistent with the interests of the Attorney General.

## 9. OVERSIGHT AND DRAFT DOCUMENT REVIEW

1. **General.** The retention of Special Contractor is intended to aid the Attorney General in representing the State of Nevada in the Opioid Investigation and Litigation. The Attorney General will be actively involved in all stages of this matter and deciding all major issues, including what defendants to add/remove, whether to file additional suits, when to file additional suits, who to file additional suits against, approval of additionally asserted claim or claims, and whether and on what basis to settle or proceed to trial. The Special Contractor shall acknowledge and defer to the Attorney General for direction and decisions.
2. **Meetings.** The Attorney General and his designee(s), and Special Contractor will hold regular meetings, on a schedule set by the Attorney General, to discuss the Opioid Investigation and Litigation.
3. **Review of Legal Services.** The Attorney General reserves the right to review all and every part of the legal services during performance or after completion as the Attorney General may see fit.
4. **Draft Document Review.** Review of all documents is required to assure the Attorney General's approval of the information, content and completeness. Documents for review shall include all pleadings, petitions, findings and any other document produced in the pursuit of this matter. All draft pleadings and other materials developed by the Special Contractor as a result of this Contract shall be reviewed and approved in writing by the Attorney General prior to finalizing the material. Special Contractor shall promptly provide, in final form, the deputy designee(s) with copies of all pleadings, discovery requests and responses, and relevant correspondence related to the Opioid Investigation and Litigation.
5. **Copies of Work Products Provided to Attorney General's Office.** Special Contractor shall promptly provide the Attorney General's Office, 100 N. Carson Street, Carson City, NV 89701-4717, in a manner agreed by the parties in writing, with copies of final versions of the written work product relevant to any legal matter in connection with the Opioid Investigation and Litigation, including correspondence and executed counterparts of any original pleadings or other matters of importance.

## **10. SUBMISSION OF MATERIALS IN ELECTRONIC FORMAT**

Any materials, documents and/or other products of this Contract submitted to the Attorney General pursuant to the Contract shall be submitted in electronic format ("Documents"). All confidential Documents shall be clearly indicated as "Confidential." All Documents shall be packaged in accordance with standard commercial practices. Flash drives or CDs shall be Windows 10 Pro compatible and labeled to indicate: 1) Name of document(s); 2) Special Contractor name; 3) Matter description; and 4) Date written. All files contained on the flash drive or CD shall be in a format compatible with the Attorney General's software. Nothing prohibits the parties to agree in writing to other forms of electronic transmission.

## **11. TREATMENT OF CONFIDENTIAL INFORMATION**

The Attorney General may turn over to the Special Contractor confidential business information, trade secrets, Protected Health Information ("PHI") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), material made confidential pursuant to a protective order, material made confidential pursuant to a common interest agreement or common prosecution agreement, and other confidential materials (hereinafter referred to collectively as "Confidential Information" or "CI") necessary to carry out the work required under the Contract. Special Contractor may be exposed to CI while working with the Attorney General. The Attorney General may also require Special Contractor sign all common interest agreements, acknowledgments of protective agreements, and common prosecution agreements. Special Contractor and Special Contractor's employees agree to use the CI, however obtained, only under the following conditions:

- a. In compliance with any additional confidentiality agreement(s) that may be necessary for Special Contractor to enter into for performance of the work required by the Contract;
- b. Only for the purposes of carrying out the work required by the Contract;
- c. In accordance with HIPAA and all applicable laws;
- d. Not disclose the CI to anyone other than properly cleared employees;
- e. Return the CI to the Attorney General whenever the information is no longer required by the Special Contractor for performance of the work required by the Contract, or upon completion/termination of the Contract;
- f. Take any and all appropriate actions, including legal action, to prevent, retract or reduce the unnecessary exposure of CI; and

- g. Will notify the Attorney General immediately in writing of any exposure of CI that violates this Section.

## **12. AVAILABILITY OF SPECIAL CONTRACTOR**

The Special Contractor shall be available immediately upon execution of this Contract and remain available to the Attorney General throughout the period of performance as stated in the Contract.

## **13. OWNERSHIP OF MATERIALS**

1. **Materials and Work Product the Property of the State.** All materials, documents, media, data, evidence, and work product, including but not limited to work plans, reports, data charts and analysis, resulting from this Contract are the sole, absolute and exclusive property of the State and the Attorney General, free from any claim or retention of right on the part of the Special Contractor, its agents, subcontractors, Co-Counsel, officers or employees. Materials and work product resulting from this Contract must be surrendered immediately if requested by the Attorney General. If Special Contractor is in possession of any materials and/or work product as described above at the partial or complete termination of this Contract, and/or if any work remains in progress at the partial or complete termination of this Contract, the Special Contractor shall surrender originals of all materials and work product, including all documents, objects or other tangible items related to the work to the Office of the Nevada Attorney General within fifteen (15) days. The surrendering of materials and work product does not conflict with nor excuse Special Contractor's duty to preserve and maintain Records as defined in this Contract in accordance with this Contract and NRS 228.1115.

## **14. SETTLEMENT**

All settlement offers shall be promptly transmitted to the Attorney General together with Special Contractor's recommendation. Special Contractor understands and agrees that, pursuant to NRS 228.1113, the Attorney General retains final authority over the course and conduct of the matter that is the subject of this Contract, without limitation. The Attorney General possesses the sole authority to agree to any settlement or voluntary dismissal and override any decision made by Special Contractor. Settlement conferences or mediations shall be attended by the Attorney General or his deputy designee(s). The Attorney General shall have the right to participate in any matter in the Opioid Investigation and Litigation.

## **15. DEPOSITIONS**

Special Contractor shall notify the Attorney General at the time depositions are noticed. Notices of depositions of State employees filed by any party will be submitted to the

Attorney General immediately upon Special Contractor's receipt to make necessary arrangements for their testimony. Summaries of all depositions will be supplied by the assigned Special Contractor on conclusion of the deposition. The Attorney General may request the presence of a State employee at one or more depositions.

#### **16. EXPERTS/PROFESSIONALS**

Special Contractor will use all skill, thoroughness, and diligence in selecting and/or advising the Attorney General regarding expert witnesses or other professionals that Special Contractor may hire in connection with the Opioid Investigation and Litigation. Special Contractor will be liable for any payment to expert witnesses or other professionals hired by Special Contractor. Special Contractor will be responsible for identifying any and all conflicts of interest that may exist between the expert witness or other professional and the State at any time, and advising the Attorney General appropriately. The Attorney General retains authority to make any decisions on the use of experts.

#### **17. TESTIMONY**

Should Special Contractor be required to testify at any judicial, legislative or administrative hearing concerning matters in any way related to the legal services performed under this Contract, Special Contractor shall, prior to the scheduled time of each hearing, supply to the Attorney General in writing all information likely to be disclosed at said hearing as well as Special Contractor's position thereon. Should Special Contractor be required by a third party to testify at any judicial, legislative or administrative hearing not specified in this Contract but concerning the subject matter of this Contract, Special Contractor shall notify the Attorney General in advance of the date and time of such hearing to enable State of Nevada representatives to attend and participate.

#### **18. PRIVILEGED COMMUNICATIONS**

All confidential communications between the Attorney General, any State of Nevada officer, employee or agent ("Client") and Special Contractor, whether oral or written, and all documentation, whether prepared by Special Contractor or supplied by Client shall be considered privileged communications and shall not, except as required by law, be communicated or disclosed by Special Contractor to any person, entity, or organization, including but not limited to, any media organization, public agency, insurance company, rating organization, contractor, or vendor, whether or not connected in any manner with Client or Special Contractor, without the prior consent of the Attorney General. If such communications are approved, or if such communications are required to be disclosed by law, Special Contractor shall provide the Attorney General with two (2) copies of each written communication and/or two (2) copies of summaries of each oral communication. If such communication is required by law, Special Contractor shall provide the Attorney



General with written notice as to the time, place, and manner of such disclosure as well as a written summary of any information likely to be disclosed, and Special Contractor's position thereon.

## **19. PROFESSIONAL RESPONSIBILITY**

1. **General.** Special Contractor shall carry out its representation of the Attorney General, at all times pursuant to this Contract, in compliance with the Nevada Rules of Professional Conduct.
2. **Best Efforts.** Special Contractor shall use its best efforts to perform and complete the legal services rendered to the Attorney General under this Contract in accordance with the provisions of this Contract ("Best Efforts"). Best Efforts shall be considered those efforts which a skilled, competent, experienced and prudent legal professional would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of skill, care, competence, and prudence customarily imposed on a legal professional performing similar work.
3. **Liability.** In the event that Special Contractor fails to use its Best Efforts under this Contract, Special Contractor shall take the necessary actions to correct and cure its failure. Special Contractor shall reimburse the Attorney General for all expenses and costs incurred in performing such corrective action. By notifying the Special Contractor of said failure, the Attorney General does not waive any additional legal rights or remedies it may possess as a result of the Special Contractor's failure.

## **20. CONFLICT OF INTEREST/LITIGATIONS AGAINST THE STATE**

1. **Conflict of Interest.** Special Contractor shall not accept other representation or work known to be in direct conflict with the subject matter of this Contract without prior written approval of the Office of the Nevada Attorney General. All attorneys will consult with the Office of the Nevada Attorney General regarding potential conflicts of interest, at all times acting in accordance with the Nevada Rules of Professional Conduct. Special Contractor shall immediately notify the Attorney General if it becomes aware of any potential or actual conflict of interest, and shall provide a full disclosure of the nature of the conflict. This duty shall extend throughout the performance of this Contract when a conflict or perceived conflict becomes known to Special Contractor. The decision as to whether the conflict is remote or disqualifying will be the Attorney General's decision. The Attorney General shall consider requests for waivers of any conflict of interest on a case by case basis.
2. **Litigations against the State.** Special Contractor is retained only for the purposes and to the extent set forth in this Contract. Special Contractor shall be free to dispose of such portion of its entire time, energy and skill not required to be devoted to the State in such manner as it sees fit and to such persons, firms or corporations as it deems advisable, but

shall not engage in private litigation against the State of Nevada at the same time Special Contractor accepts appointments representing the State pursuant to this Contract unless such litigation does not present an ethical conflict of interest, and a written waiver is first obtained from the Attorney General. Special Contractor shall disclose to the State of Nevada, in the proposal, all litigation, claims and matters in which Special Contractor represents parties adverse to the State. Special Contractor shall have a continuing duty to disclose such information to the Attorney General.

3. **Notification of the Office of the Nevada Attorney General.** Special Contractor shall notify and consult with the Office of the Nevada Attorney General promptly regarding all significant developments in regard to any potential legal matters or legal services provided under the Contract. Should litigation involving potential liability for the State of Nevada commence or significantly change during the term of this Contract, the Office of the Nevada Attorney General shall be immediately informed in writing. Special Contractor shall promptly advise the Attorney General regarding changes in the status of litigation that may have a fiscal impact on the State.

## **21. AT WILL INDEPENDENT CONTRACTOR**

Special Contractor and any additional Co-Counsel shall serve in this capacity at will and at the pleasure of the Attorney General.

## **22. OTHER MATTERS RELATED TO SCOPE OF REPRESENTATION**

Any substitution of Special Contractor must be approved in writing in advance by the Attorney General. Except as otherwise provided by law or regulation, the scope of the Special Contractor's representation is also subject to the relevant requirements of the Nevada State Administrative Manual.

## **23. INDEPENDENT CONTRACTOR STATUS**

Special Contractor, its officers, agents, and employees, in performing the legal services required by this Contract, shall be independent contractors and shall not be deemed officers, agents or employees of the State of Nevada. The provisions of NRS 333.700 are incorporated into this Contract by this reference to define the status of the officers, agents and employees of Special Contractor. As an independent contractor, Special Contractor agrees and represents that the Attorney General will not be liable for any of Special Contractor's actions and resulting consequences taken during the course of and related to its representation of the Attorney General, including but not limited to consequences resulting from unethical behavior or tortious conduct. Special Contractor will indemnify the Attorney General against any party who seeks to hold the Attorney General liable for Special Contractor's conduct or resulting consequences as described herein.

#### **24. IDENTIFICATION OF STATE AGENCY**

Pursuant to NRS 333.700(10), Special Contract must identify the specific state agency it is representing in all pleadings filed in any proceeding in any court.

#### **25. SPECIAL CONTRACTOR COMPENSATION WAIVER**

Special Contractor waives any and all claims for compensation or costs from the State General Fund, and under NRS 41.03435 from the Reserve for Statutory Contingency Account, any available federal grants, or a permanent fund in the State Treasury.

#### **26. DISPUTES/RECOVERY OF ATTORNEY'S FEES**

The parties agree that in the event of any dispute or controversy regarding this Contract, the laws of the State of Nevada apply. The parties agree that in the event of any dispute or controversy regarding this Contract, including whether any dispute is subject to mediation or arbitration, such dispute or controversy shall be resolved first by mediation, and then by binding arbitration. If arbitration is conducted, the arbitration shall be conducted by a panel of three (3) arbitrators. Special Contractor and the Attorney General will each select one (1) arbitrator who is a member of the Nevada State Bar, and whose membership is active and in good standing. These two (2) selected arbitrators will then select a third arbitrator who is a member of the Nevada State Bar, and whose membership is active and in good standing. The arbitration shall be conducted in Carson City, Nevada. The powers and rulings of the arbitrators shall be exercised by a majority of their number. The rulings of the majority of arbitrators shall be in writing and shall be binding upon the parties. It is further agreed that all discovery to be performed for purpose of arbitration shall be governed by the Nevada Rules of Civil Procedure, as ruled upon by the majority of the arbitrators. The arbitration fees and costs will be paid equally between Special Contractor and the Attorney General.

#### **27. PERSONAL SERVICES CONTRACT**

This Contract calls for the personal services of Special Contractor. Special Contractor shall make no payments to, or share compensation with, any attorneys other than affiliated Co-Counsel or members of Special Contractor's own firm without prior written approval by the Attorney General. Any payments made to any attorneys must comply with the Nevada Rules of Professional Conduct.

#### **28. ASSIGNMENT**

Special Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the Nevada Attorney General. If approved, the obligations of the Special Contractor under this Contract shall inure to and be binding on the Special Contractor's assigns.

## **29. GOVERNING LAW**

The Contract shall be subject to and governed by the laws of the State of Nevada, without regard to conflict of law principles. All disputes and controversies not remediable by mediation or binding arbitration as described in this Contract shall be initiated and litigated in First Judicial District Court, Carson City, State of Nevada.

## **30. SPECIAL CONTRACTOR'S CERTIFICATION**

In the event federal funds are used for payment of all or part of this Contract, Special Contractor certifies, by signing the Contract, that neither it nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction, by any state or federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants), 28 CFR Part 67, Section 67.510.

## **31. EVIDENCE OF INSURANCE**

1. Copies of professional liability insurance will be attached to this Contract with proof of policy of professional liability insurance for errors and omissions that is issued by an admitted insurance company authorized to transact insurance in the State of Nevada in the amount of not less than \$20 million, or as otherwise determined or waived by:

Division of Risk Management  
Department of Administration  
201 S. Roop Street, Suite #201  
Carson City, Nevada 89701

2. Special Contractor further agrees to provide proof of workers' compensation insurance as required by Nevada Revised Statutes Chapter 616A through 616D inclusive. If the Special Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance, the sole proprietor must submit an executed "Affidavit of Rejection of Coverage under NRS 616B.627 and NRS 617.210" form.

## **32. ENTIRE CONTRACT AND MODIFICATION**

The Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by all parties.

### **33. MEDIA CONTACT**

The Attorney General shall be the primary point of contact for all dealings with the media. If Special Contractor is contacted by the media, Special Contractor should cooperate with the Attorney General to formulate a response.

### **34. COMPLIANCE WITH LEGAL OBLIGATIONS**

Special Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Special Contractor to provide the goods or services required by this Contract. Special Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Special Contractor in accordance with NRS 361.157 and NRS 361.159. Special Contractor agrees to be responsible for payment of any such government obligations not paid by its Co-Counsel or subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

### **35. DUTY TO COMPLY WITH LAWS**

Special Contractor represents that, at all times during its representation of the Attorney General, it will abide by all applicable state and federal laws, regulations, rules, ordinances, municipal codes, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), and the Nevada Revised Statutes.

Any breach of this Section is considered a material breach of this Contract.

### **36. CERTIFICATION TO NOT BOYCOTT ISRAEL**

Special Contractor certifies in writing that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel as provided by NRS 333.338.

### **37. NOTIFICATION**

Service of written notices and process required or permitted by this Contract or its enforcement shall be in writing and delivered or served on the following persons, or any person subsequently designated in writing by the parties:

For the Attorney General:

Ernest D. Figueroa  
Consumer Advocate  
Bureau of Consumer Protection  
Office of the Nevada Attorney General  
100 N. Carson Street  
Carson City, Nevada 89701  
EFiguroa@ag.nv.gov

Mark J. Krueger  
Chief Deputy Attorney General  
Bureau of Consumer Protection  
Office of the Nevada Attorney General  
100 N. Carson Street  
Carson City, Nevada 89701  
MKrueger@ag.nv.gov

For Special Contractor:

Robert T. Eglet, Esq.  
Eglet Prince  
400 South 7<sup>th</sup> Street, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
REglet@egletlaw.com

Robert M. Adams  
Eglet Prince  
400 South 7<sup>th</sup> Street, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
BAdams@egletlaw.com

Richard K. Hy  
Eglet Prince  
400 South 7<sup>th</sup> Street, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
RHy@egletlaw.com

**38. SEVERABILITY**

The unenforceability of any section, paragraph, sentence, clause or phrase in this Contract shall not impact or affect the ability of either party to enforce the remainder of this Contract. Should any section, paragraph, sentence, clause or phrase in this Contract be determined to be unenforceable by a court of law in the State of Nevada, it shall be

severed from this Contract, and the remaining sections, paragraphs, sentences, clauses and phrases of this Contract shall remain in effect.

### **39. MALICIOUS/UNETHICAL PROSECUTION PROHIBITED**

Special Contractor agrees and represents that it will not pursue or advise the Attorney General to pursue any course of action that is for an improper purpose, that is frivolous or not warranted by law, that does not have evidentiary support or is not likely to have evidentiary support following further investigation, or that constitutes abuse of process or malicious prosecution. Special Contractor agrees and represents that any legal action recommended or pursued or any advice provided to the Attorney General will comply with all applicable laws, rules, and regulations, including, but not limited to, the Nevada Rules of Professional Conduct. Special Contractor agrees and represents that it, its employees, agents, Co-Counsel, and subcontractors will abide, in all stages of representation of the Attorney General, with the ethical obligations as set forth in the Nevada Rules of Professional Conduct and any other applicable laws, rules, or regulations. Special Contractor agrees that it will be liable for any and all costs and fees related to any legal action it pursues that is determined to constitute abuse of process or malicious prosecution.

### **40. AUTHORIZED SIGNATORY**

Each signatory is authorized on behalf of his or her respective party to execute this Contract.

### **41. EXECUTION IN COUNTERPARTS**

This Contract may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same Contract.

### **42. COLLABORATION**

To the extent not otherwise prohibited by law, the Attorney General will use its best efforts to work together with the Special Contractor on the matter that is the subject of this Contract.

### **43. INDEMNITY**

Special Contractor will indemnify, save harmless, and defend the Attorney General and State to the fullest extent permitted by applicable law against any liability, including but not limited to costs and expenses, sustained or incurred by the Attorney General as a result of Special Contractor's representation of the Attorney General pursuant to this Contract. By way of example, acts for which Special Contractor must indemnify, save, hold harmless, and defend the Attorney General if liability is sustained or incurred by the

Attorney General include, but are not limited to, acts or conducts of Special Contractor for:

- a. Any material breach of this Contract;
- b. Any violation of applicable federal or state laws, regulations, rules, codes as identified and described in this Contract;
- c. Any violation of a court order or applicable court rules;
- d. Any unethical behavior, including but not limited to violations of the Nevada Rules of Professional Conduct;
- e. Any action, formal or informal, taken against Special Contractor based on illegal or improper conduct in connection with its performance under this Contract; and
- f. Any legal action or proceeding taken against the Attorney General as a result of Special Contractor's representation of Attorney General in the matter that is the subject of this Contract.

Special Contractor explicitly agrees to be liable for any costs and fees sustained and incurred by the Attorney General as a result of Special Contractor's representation of the Attorney General pursuant to this Contract. Special Contractor's duty to indemnify, save, and hold harmless the Attorney General is applicable to any liability sustained or incurred presently and in the future.



In witness thereof, the parties hereby execute this Contract.

EGLET PRINCE

  
\_\_\_\_\_  
ROBERT T. EGLET  
SPECIAL CONTRACTOR


Date: 5/1/19

OFFICE OF THE NEVADA ATTORNEY GENERAL

  
\_\_\_\_\_  
AARON D. FORD  
NEVADA ATTORNEY GENERAL

Date: 5/2/19

OFFICE OF THE NEVADA ATTORNEY GENERAL  
BUREAU OF CONSUMER PROTECTION

  
\_\_\_\_\_  
ERNEST D. FIGUEROA  
CONSUMER ADVOCATE

Date: 5-2-19

## **EXHIBIT A**

### **ADDENDUM TO CONTINGENT FEE CONTRACT FOR LEGAL SERVICES**

This Addendum is made pursuant to NRS 228.1114 and sets forth the minimum specific rights and obligations of the parties for Special Contractor to provide legal services on a contingent fee basis under the Contract.

The Attorney General and Special Contractor understand and agree to adhere to the requirements of NRS 228.1113 and NRS 228.1115 as enumerated below. The Attorney General and Special Contractor further understand and agree that nothing prevents the parties from contracting for additional rights and obligations, and any additional rights and obligations specifically agreed to in the Contract or future addendums are hereby incorporated within this Addendum.

The minimum rights and obligations of the parties are as follows:

- A. Pursuant to NRS 228.1113(1), the Attorney General must retain final authority over the course and conduct of the matter that is the subject of this contingent fee contract, including, without limitation. This authority includes, but is not limited to:
  - a. The authority to override any decision made by the retained attorney or law firm; and
  - b. The sole authority to agree to any settlement or voluntary dismissal of the matter.
- B. Pursuant to NRS 228.1113(2), subject to the authority of the Attorney General, a deputy of the Attorney General must have supervisory authority over the conduct of the matter that is the subject of the contingent fee contract. The deputy shall attend any settlement conference or mediation conducted in matter.
- C. Pursuant to NRS 228.1113(3), the contingent fee contract must not limit the right of any attorney for an opposing party in the matter that is the subject of the contract to communicate directly with the Attorney General or the deputy of the Attorney General described in NRS 228.1113(2).
- D. Pursuant to NRS 228.1113(4), the contingent fee contract must set forth the basis on which the fee of the retained attorney or law firm is to be determined, consistent with the limitations of NRS 228.1116.
- E. Pursuant to NRS 228.1115(1), a retained attorney or law firm shall, from the beginning of the term of the contingent fee contract until a date not less than 4 years after the date on which the contract expires or is terminated, maintain records of all expenses, disbursements, charges, credits, receipts, invoices, billing statements and all other payments made by or to the retained attorney or law firm in connection with the matter that is the subject of the contract.

- F. Pursuant to NRS 228.1115(2), in addition to the records described in NRS 228.1115(1), the retained attorney or law firm shall prepare and maintain contemporaneous records reflecting the work performed on the matter by the retained attorney or law firm, including, without limitation, any work performed by a paralegal. The records must specifically describe the work performed, identify the person who performed the work and set forth the time spent in connection with the work, in increments of not more than one-tenth of an hour.
  
- G. Pursuant to NRS 228.1115(3), not less frequently than quarterly during the term of a contingent fee contract and any extension or renewal of the contract, the retained attorney or law firm shall prepare and submit a billing statement to the Attorney General and any other officer, agency or employee represented by the retained attorney or law firm. For the period covered by the statement, the billing statement must specifically describe the work performed on the matter by the retained attorney or law firm and set forth the time spent in performing the work.
  
- H. Pursuant to NRS 228.1115(4), the billing statements and other records described in NRS 228.1115 are public records and must be open for inspection pursuant to NRS 239.010.

## **EXHIBIT B**

### **AFFILIATED CO-COUNSEL FIRMS AND ATTORNEYS**

The following firms and attorneys are associated as affiliated co-counsel with the law firm of Eglet Prince ("Special Contractor") to assist Special Contractor in the Opioid Investigation and Litigation as described in the Contract:

**The Cochran Firm**  
111 East Main Street  
Dothan, Alabama 36301

**Baron & Budd**  
3102 Oak Lawn Avenue #1100  
Dallas, Texas 75219

**Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A.**  
316 South Baylen Street  
Pensacola, Florida 32502

## **EXHIBIT A**

### **ADDENDUM TO CONTINGENT FEE CONTRACT FOR LEGAL SERVICES**

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The minimum rights and obligations of the parties are as follows:

- A. Pursuant to NRS 228.1113(1), the Attorney General must retain final authority over the course and conduct of the matter that is the subject of this contingent fee contract, including, without limitation. This authority includes, but is not limited to:
  - a. The authority to override any decision made by the retained attorney or law firm; and
  - b. The sole authority to agree to any settlement or voluntary dismissal of the matter.
- B. Pursuant to NRS 228.1113(2), subject to the authority of the Attorney General, a deputy of the Attorney General must have supervisory authority over the conduct of the matter that is the subject of the contingent fee contract. The deputy shall attend any settlement conference or mediation conducted in matter.
- C. Pursuant to NRS 228.1113(3), the contingent fee contract must not limit the right of any attorney for an opposing party in the matter that is the subject of the contract to communicate directly with the Attorney General or the deputy of the Attorney General described in NRS 228.1113(2).
- D. Pursuant to NRS 228.1113(4), the contingent fee contract must set forth the basis on which the fee of the retained attorney or law firm is to be determined, consistent with the limitations of NRS 228.1116.
- E. Pursuant to NRS 228.1115(1), a retained attorney or law firm shall, from the beginning of the term of the contingent fee contract until a date not less than 4 years after the date on which the contract expires or is terminated, maintain records of all expenses, disbursements, charges, credits, receipts, invoices, billing statements and all other payments made by or to the retained attorney or law firm in connection with the matter that is the subject of the contract.

- F. Pursuant to NRS 228.1115(2), in addition to the records described in NRS 228.1115(1), the retained attorney or law firm shall prepare and maintain contemporaneous records reflecting the work performed on the matter by the retained attorney or law firm, including, without limitation, any work performed by a paralegal. The records must specifically describe the work performed, identify the person who performed the work and set forth the time spent in connection with the work, in increments of not more than one-tenth of an hour.
- G. Pursuant to NRS 228.1115(3), not less frequently than quarterly during the term of a contingent fee contract and any extension or renewal of the contract, the retained attorney or law firm shall prepare and submit a billing statement to the Attorney General and any other officer, agency or employee represented by the retained attorney or law firm. For the period covered by the statement, the billing statement must specifically describe the work performed on the matter by the retained attorney or law firm and set forth the time spent in performing the work.
- H. Pursuant to NRS 228.1115(4), the billing statements and other records described in NRS 228.1115 are public records and must be open for inspection pursuant to NRS 239.010.

## **EXHIBIT B**

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The Cochran Firm  
111 East Main Street  
Dothan, Alabama 36301

Baron & Budd  
3102 Oak Lawn Avenue #1100  
Dallas, Texas 75219

Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A.  
316 South Baylen Street  
Pensacola, Florida 32502

**SECOND ADDENDUM TO CONTINGENT FEE CONTRACT FOR LEGAL SERVICES**

This Second Addendum to the Contingent Fee Contract For Legal Services ("Second Addendum"), is made pursuant to NRS 228.1114 and amends the Contingent Fee Contract For Legal Services entered into on May 2, 2019 (the "Contract") as follows:

The name of Special Contractor throughout the Contract is amended to read:

Eglet Law Group, LLP dba Eglet Adams.

Section 3, **CONTRACT TYPE/COMPENSATION**, subsection 4, **Limitations on Compensation**, subsection c of the Contract is hereby amended to read:

c. It is exclusive of any costs and expenses provided for by this Contract and actually incurred by the Special Contractor or the Attorney General, regardless of the number of actions or proceedings or the number of retained attorneys or law firms involved in the matter;

Section 5, **COSTS, EXPENSES AND DISBURSMENTS**, subsection 2, **Complete or Partial Cost Recovery or Court Awarded Costs**, of the Contract is hereby amended to read:

**2. Complete or Partial Cost Recovery or Court Awarded Costs.** If Recovery is achieved, all costs advanced by Special Contractor for reimbursable costs of litigation and all costs by the Attorney General shall first be reimbursed in amounts equal to their respective contributions. If Recovery is achieved in the Opioid Investigation and Litigation, but in an amount that does not exceed reimbursable costs in the Opioid Investigation and Litigation, such monies shall be used to reimburse as many reimbursable costs as possible.

This Second Addendum may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. This Second Addendum, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

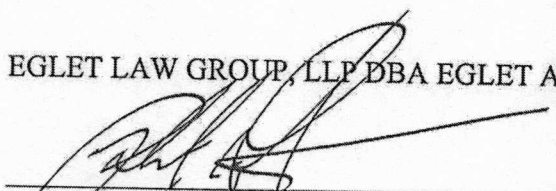
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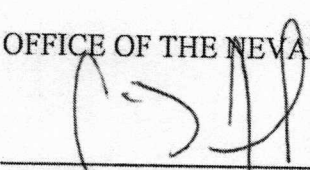
In witness thereof, the Parties hereby execute this Second Addendum to the Contingency Fee Contract for Legal Services.

EGLET LAW GROUP, LLP DBA EGLET ADAMS

  
\_\_\_\_\_  
ROBERT T. EGLET  
ROBERT M. ADAMS  
SPECIAL CONTRACTOR

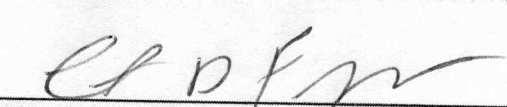
Date: August 6, 2021

OFFICE OF THE NEVADA ATTORNEY GENERAL

  
\_\_\_\_\_  
AARON D. FORD  
NEVADA ATTORNEY GENERAL

Date: 8/9/21

OFFICE OF THE NEVADA ATTORNEY GENERAL  
BUREAU OF CONSUMER PROTECTION

  
\_\_\_\_\_  
ERNEST D. FIGUEROA  
CONSUMER ADVOCATE

Date: 8-9-21