

OPIOID LEGAL REPRESENTATION AGREEMENT
(AGREEMENT)

CLIENT
GRAND COUNTY, UTAH

A. Scope and Purpose of Representation

1.1 GRAND COUNTY, UTAH ("CLIENT") hires the law firms of PHIPPS DEACON PURNELL LLP and DURHAM JONES & PINEGAR, PC as CO-LEAD COUNSEL in the investigation and prosecution of a lawsuit arising under the laws of the State of Utah for any and all claims against manufacturers, distributors and prescribers of prescription opiates and those acting in concert with them who caused, or contributed to cause, the damages incurred by GRAND COUNTY arising out of aggressive marketing and distribution of opiates in and to the County (collectively, "Defendants"). The claims include, but are not limited to: negligence, fraud, misrepresentation, violations of deceptive trade practices and consumer protection statutes, nuisance, civil RICO or conspiracy, mislabeling and other causes of action arising from Defendants' conduct in the marketing and sale of prescription opioid drugs to the American public and GRAND COUNTY. Specifically, the claims arise from Defendants' role in the creation of the opioid epidemic that now exists in the U.S. and in GRAND COUNTY, the substantial economic harm the opioid epidemic has caused GRAND COUNTY by way of direct and indirect costs incurred, the physical harm to the life, health, safety and property of GRAND COUNTY and its residents, and the lucrative profits reaped by Defendants despite knowing that they were defrauding GRAND COUNTY ("the Representation").

1.2 CLIENT hereby retains and employs CO-LEAD COUNSEL. The GRAND COUNTY COUNCIL has, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services which cannot be adequately performed by the attorneys of CLIENT or other government attorneys, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.3 CLIENT hereby authorizes and directs CO-LEAD COUNSEL, subject to the supervision, direction and control of the GRAND COUNTY ATTORNEY'S OFFICE, to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing case or any new or additional case(s) on behalf of CLIENT against Defendants. In the Representation, CO-LEAD COUNSEL may seek necessary and appropriate injunctive relief, damages, civil penalties, costs and attorney's fees, and such other pecuniary recovery as may be provided for by the laws of the State of Utah and/or any relevant local, state and/or federal statutory and/or common law.

1.4 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.5 CLIENT is hiring as CO-LEAD COUNSEL the law firms of PHIPPS DEACON PURNELL LLP and DURHAM JONES & PINEGAR, PC. The two firms will share equally in the responsibilities in the legal representation of CLIENT and will also share equally in any fees. The primary attorneys handling this legal representation for CLIENT will be Martin Phipps and Barry Deacon of PHIPPS DEACON PURNELL LLP, and Douglas Thayer of DURHAM JONES & PINEGAR. In the event of a dispute between CO-LEAD COUNSEL regarding representation of CLIENT, Martin Phipps shall be lead/managing attorney and make any final decision regarding the legal representation with the consent of CLIENT. CO-LEAD COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically under the supervision, direction and control of the GRAND COUNTY ATTORNEY. To ensure the timely and efficient completion of this matter, other attorneys or paralegals may also be assigned.

1.6 To enable CO-LEAD COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to CO-LEAD COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that CO-LEAD COUNSEL may request, (2) keep CO-LEAD COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with CO-LEAD COUNSEL. Finally, if Client has any concern or problem with CO-LEAD COUNSEL, their attorneys or employees at any time, CLIENT agrees to immediately tell the primary attorney of each law firm about any concerns or problems and not wait until a later time.

1.7 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.8 The person or entity that CO-LEAD COUNSEL represents is GRAND COUNTY and CO-LEAD COUNSEL'S attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, CO-LEAD COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with CO- LEAD COUNSEL working on Representation. Such disclosure shall be made to the GRAND COUNTY ATTORNEY, Mr. Andrew Fitzgerald, or any other attorney he/she designates.

1.9 CLIENT represents that it has identified to CO-LEAD COUNSEL, to allow them to check conflicts, all individuals and entities reasonably known to it that are or may become involved in this matter, including all individuals or entities affiliated with

CLIENT. CLIENT will notify CO-LEAD COUNSEL if it becomes aware of any other individuals or entities that are or may become involved so that CO-LEAD COUNSEL can update their conflicts checks.

1.10 It is understood and agreed that CO-LEAD COUNSEL'S engagement is limited to the Representation. CO-LEAD COUNSEL is not being retained as general counsel, and CO-LEAD COUNSEL'S acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on CO-LEAD COUNSEL'S part concerning the outcome of the Representation, estimates of time frames or amounts, or any other legal matters, are based on CO-LEAD COUNSEL'S professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by CO-LEAD COUNSEL'S knowledge of the facts and are based on CO-LEAD COUNSEL'S views of the state of the law at the time they are expressed. CO-LEAD COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

1.12 Throughout the course of the matter, we will send, to an email address CLIENT provides, electronic copies of documents relevant to the matter and these will be CLIENT's file copies. CLIENT is responsible to keep CO-LEAD COUNSEL informed as to any changes in the email address. If CLIENT requires use of a third party service to deposit or receive documents, CLIENT assumes responsibility for any security risks associated with the third party service. CLIENT is entitled upon written request to electronic copies of any files in CO-LEAD COUNSEL'S possession relating to the engagement, such as pleadings, motions, discovery, legal memoranda, correspondence, depositions, expert opinions, business records, exhibits or potential evidence, witness statements, agreements, and legal or transactional documents (but excluding recorded mental impressions, research notes, legal theories, internal memoranda, unfiled pleadings, and internal accounting records and other documents not reasonably necessary to the representation), subject to CO-LEAD COUNSEL'S right to make copies of any files CLIENT withdraws. If CLIENT requires paper copies of CLIENT'S file, CLIENT will be responsible for copy charges at the Firms' standard rates. At the conclusion of the Representation, CO-LEAD COUNSEL will return to CLIENT any documents that COUNSEL is specifically requested to return. As to any documents so returned, CO-LEAD COUNSEL may elect to keep a copy of the documents in COUNSEL'S stored files. CLIENT owns all final work product generated from the Representation. Paper files may be sent to a storage facility or destroyed after the close of a matter if no request from the CLIENT is received.

1.13 Consultations and communications with firm internal ethics and professional responsibility counsel is protected by the firm's own attorney-client privilege and is not subject to discovery; records of these consultations are property of the firm and not part of CLIENT'S file.

1.14 Cell Phone and Email Communication. CO-LEAD COUNSEL may

communicate with CLIENT by cell phone or unencrypted email which may be capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege. CO-LEAD COUNSEL's preferred method of communication with CLIENT is through email. CLIENT must inform CO-LEAD COUNSEL if CLIENT does not want them to email CLIENT or discuss privileged matters on cell phones or if CLIENT wants CO-LEAD COUNSEL to encrypt email. If CLIENT sends or receives electronic communications using a computer or other device or email account to which a third party has, or may gain access, or if CLIENT sends electronic communications or files to a document repository such as Dropbox, CLIENT communications are not secure and may be deemed no longer protected by attorney-client privilege. If CLIENT uses a computer or other device or email account which a third party owns or to which a third party has, or may gain access, CLIENT must inform CO-LEAD COUNSEL.

1.15 Subpoenas and Testimony. If a third party subpoenas CO-LEAD COUNSEL's records of services performed for CLIENT or requires CO-LEAD COUNSEL to testify concerning such services, CO-LEAD COUNSEL will ask CLIENT whether it wants them to assert CLIENT's attorney-client privilege (to the extent CLIENT may properly do so). CLIENT will pay CO-LEAD COUNSEL for their time and expenses reasonably incurred in relation to any such demand, including, but not limited to, time and expenses for searching and copying records, reviewing documents, designating privileged documents, appearing at depositions or hearings, and litigating issues raised by the request.

1.16 Any notice required or permitted to be given by CLIENT to CO-LEAD COUNSEL hereunder may be given by e-mail and hand delivery, facsimile or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Martin J. Phipps
PHIPPS DEACON PURNELL LLP
THE PHIPPS
102 9th Street
San Antonio, Texas 78215
(210) 340-9877 (Telephone)
(210) 340-9799 (Facsimile)
Email: mhipps@phippсандersondeacon.com

Douglas B. Thayer
DURHAM JONES & PINEGAR, PC
3301 N. Thanksgiving Way, Suite 400
Lehi, UT 84043
(801)375-6600 (telephone)
(801)375-3865 (facsimile)
Email: dthayer@djplaw.com

1.17 Any notice required or permitted to be given by CO-LEAD COUNSEL to

CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Andrew Fitzgerald
GRAND COUNTY ATTORNEY
125 E. Center Street
Moab, UT 84532
(435) 259-1324 (Telephone)
(435) 259-3926 (Facsimile)
Email: Andrewmoablwyer@icloud.com

1.18 Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.19 It is expressly understood that CO-LEAD COUNSEL has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. The GRAND COUNTY ATTORNEY and GRAND COUNTY COUNCIL retain all authority to settle the case.

1.20 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

1.21 CO-LEAD COUNSEL shall provide CLIENT's attorney with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the approval of the GRAND COUNTY COUNCIL in consultation with the GRAND COUNTY ATTORNEY.

1.22 It is further agreed that CO-LEAD COUNSEL shall not associate other firms to appear as ASSOCIATED COUNSEL without the prior written consent of the GRAND COUNTY ATTORNEY. CO-LEAD COUNSEL's intent to associate ASSOCIATED COUNSEL shall be in writing, shall set forth the reasons that COUNSEL wishes to associate ASSOCIATED COUNSEL and shall be in compliance with Section 1.5 of the Utah Rules of Professional Conduct ("URPC"). Any counsel approved by the GRAND COUNTY ATTORNEY pursuant hereto shall be considered a contracting party to and bound by the terms and conditions of this Agreement and shall confirm their agreement to be so bound in writing provided to the GRAND COUNTY ATTORNEY prior to their association.

1.23 CO-LEAD COUNSEL will share any legal fees as follows:

PHIPPS DEACON PURNELL LLP	50%
DURHAM JONES & PINEGAR, PC	50%

1.24 The basis for this division of legal fees will be "joint responsibility," as that term is defined in Rule 1.5(e), Utah Rules of Professional Responsibility CLIENT

consents to this sharing or division of legal fees between/among these identified law firms and the basis described.

1.25 No actions and/or disputes between or amongst CO-LEAD COUNSEL will affect CLIENT'S recovery, nor will it give rise to any liability on the part of CLIENT.

1.26 Termination of Engagement. Either party may terminate this engagement at any time for any reason by written notice. In the event of termination after the commencement of the case, CLIENT agrees to pay CO-LEAD COUNSEL for their fees and expenses incurred, with fees calculated on a pro-rated hours basis, from any recovery ultimately recovered by CLIENT. Nevertheless, if CLIENT terminates this engagement other than for cause, CLIENT shall reimburse CO-LEAD COUNSEL for all expenses incurred by CO-LEAD COUNSEL in representing CLIENT prior to the date of termination regardless of any recovery ultimately recovered by CLIENT. If CLIENT requests that CO-LEAD COUNSEL incur fees or expenses in transitioning this matter to different counsel, CLIENT will pay CO-LEAD COUNSEL for their fees and expenses incurred in making the transition. Termination will be effective only to the termination of CO-LEAD COUNSEL's services prospectively and all other terms of this letter agreement will survive the termination. In addition, the attorney-client relationship will be deemed automatically terminated without notice and CO-LEAD COUNSEL may treat CLIENT as a former client for purposes of the Rules of Professional Conduct if (i) CO-LEAD COUNSEL has completed the services they have agreed to perform or (ii) have performed no work on CLIENT's behalf for six consecutive months for any reason (such as because CLIENT has abandoned its matter, been unavailable, or unresponsive). Should CO-LEAD COUNSEL subsequently be asked to render additional services, and in the event they do so without executing a new agreement, they will be deemed to have re-established their relationship with CLIENT pursuant to the terms of the original agreement.

1.27 No Post-Termination Responsibility to Provide Services. Upon cessation of CO-LEAD COUNSEL's active involvement in a particular matter (even if they continue active involvement in other matters on CLIENT's behalf), they will have no further duty to monitor or inform CLIENT of future developments or changes in law which may be relevant to the matter. Unless agreed to in writing to the contrary, CO-LEAD COUNSEL will have no obligation to monitor, notify CLIENT concerning, or comply with renewal, registration, continuation, or notice dates or similar deadlines that may arise from or relate to the matters for which they were engaged.

1.28 Publicity. Unless otherwise provided in writing, CO-LEAD COUNSEL may use CLIENT's name and logo on their websites (including a link to the home page of CLIENT's website) and in their marketing materials solely for the limited purpose of referring to CLIENT as a client of the firms.

B. Fees and Expenses

2.01 Contingent Fee. CO-LEAD COUNSEL will only be compensated for legal services rendered in this matter if a recovery is obtained. The fee to be paid to CO-LEAD

COUNSEL will be a percentage of the TOTAL RECOVERY. TOTAL RECOVERY means: the total of all amounts received (including the reasonable value of any non-monetary proceeds) by settlement, arbitration award, or judgment, including any award of attorney's fees or punitive damages.

2.02 Expenses. All expenses will be reimbursed or paid from CO-LEAD COUNSEL's share of the TOTAL RECOVERY after applying the percentages listed in paragraph 2.04 below. As between CO-LEAD COUNSEL, all expenses incurred will be reimbursed first, in full, from CO-LEAD COUNSEL's share of the TOTAL RECOVERY before the division of legal fees, which legal fees will be divided as set forth in paragraph 1.23 above.

2.03 Receipt of Funds. Any funds recovered through settlement or judgment will be deposited in one of the CO-LEAD COUNSEL's trust account for disbursement in accordance with the foregoing terms.

2.04 Calculation of Fee. From the TOTAL RECOVERY (as set forth above, before expenses, which will be reimbursed or paid from and included in CO-LEAD COUNSEL's share), CO-LEAD COUNSEL will receive a percentage based on the following schedule:

- a. Thirty-five percent (35%) of the TOTAL RECOVERY.
- b. If CO-LEAD COUNSEL's representation is terminated for any reason, they will be entitled to reimbursement of their expenses and pro-rated hours, to be paid out of any ultimate recovery received by CLIENT.

C. Joint Representation

3.01 CO-LEAD COUNSEL has advised CLIENT that CO-LEAD COUNSEL may represent other clients ("Other Clients") with claims similar to those of CLIENT. Further, CO-LEAD COUNSEL has advised CLIENT that there are important potential advantages and disadvantages to participating in a joint representation in which CO-LEAD COUNSEL represent multiple clients pursuing similar claims. CLIENT consents to the law firms' joint representation of CLIENT and such Other Clients. CLIENT agrees that CO-LEAD COUNSEL may mediate or otherwise negotiate CLIENT'S claims in combination with Other Clients' claims. If a defendant makes a "global settlement offer" that offers one sum of money to settle more than one client's claims, then CLIENT agrees that CO-LEAD COUNSEL can share the identity of each jointly-represented client, the settlement amount proposed for each, and the nature of each jointly-represented client's claims with all other clients, including CLIENT—and that CLIENT'S identity and confidential settlement information will also be shared with the other clients in a "global settlement offer" situation.

D. Other Provisions

4.1 This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting same. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision will be modified to conform to such laws, and the balance of this Agreement will remain in full force and effect. Each waiver in this Agreement is subject to the overriding and governing rule that it will be effective only if and to the extent that (1) it is not prohibited by applicable law and (2) applicable law neither provides for nor allows any material sanctions to be imposed against a party for having bargained for and obtained it. This Agreement is the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings in connection with the subject matter of this Agreement. The Parties may by mutual agreement amend or supplement this Agreement at any time and from time to time; provided that that they must do so in writing, and such writing must be signed by CLIENT and CO-LEAD COUNSEL.

4.2 The term of this Agreement begins upon the date it is executed by the parties and continues until the Representation is concluded. This Agreement shall be of no force or effect until approved in writing by the GRAND COUNTY ATTORNEY.

4.3 CO-LEAD COUNSEL represents and warrants that they carry professional liability insurance in the following amounts:

PHIPPS DEACON PURNELL LLP	\$5,000,000
DURHAM JONES & PINEGAR, PC	\$10,000,000

4.4 This Agreement shall be governed and interpreted under Utah substantive law and exclusive venue and jurisdiction of any lawsuit or claim arising out of or relating to this Agreement shall lie in Salt Lake County, Utah.

4.5 Resolution of Disputes. Any dispute, claim or controversy, whether in tort, contract, or otherwise, arising out of or relating to the relationship between the CLIENT and CO-LEAD COUNSEL, or the services provided by CO-LEAD COUNSEL pursuant to this agreement or otherwise to the CLIENT will be brought and tried in any federal or state court located in the State of Utah, in Salt Lake County. Each of the parties hereby submits to and accepts for itself and in respect to its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. To the fullest extent permitted by law, each party further agrees that personal jurisdiction over it may be effected by service of process by certified mail addressed to such party at the address provided in this agreement, and

when so made be as if served upon it personally within the State of Utah.

4.6 Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THE RELATIONSHIP BETWEEN THE CLIENT AND CO-LEAD COUNSEL OR THE SERVICES PROVIDED BY CO-LEAD COUNSEL PURSUANT TO THIS AGREEMENT OR OTHERWISE TO THE CLIENT, IN ANY ACTION, PROCEEDING, OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH PARTY HEREBY AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION MUST BE TRIED BY A BENCH TRIAL WITHOUT A JURY.

4.7 Prevailing Party's Fees and Expenses in a Proceeding. The prevailing party in any arbitration, mediation, court action, or other adjudicative proceeding (including a bankruptcy proceeding) arising out of or relating to the relationship between the CLIENT and CO-LEAD COUNSEL or the services provided by CO-LEAD COUNSEL pursuant to this agreement or otherwise to CLIENT will be reimbursed by the party who does not prevail for its reasonable attorneys', accountants', and experts' fees, and for the costs and expenses of such proceeding or any appeal or review proceeding.

4.8 This document is a binding legal agreement. CLIENT's signature below acknowledges that it has had an opportunity to consult with other counsel and that CLIENT did so or chose not to do so before signing this agreement.

Effective this the 2nd day of May, 2018.


GRAND COUNTY COUNCIL


5/2/18
Date


ANDREW FITZGERALD
GRAND COUNTY ATTORNEY

5.2.2018
Date

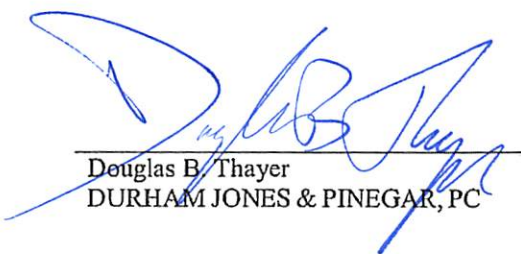
AGREED BY THE LAW FIRMS:

Signature of Authorized Representative of Co-Lead Counsel



Martin J. Phipps
PHIPPS DEACON PURNELL LLP

5/11/18
Date



Douglas B. Thayer
DURHAM JONES & PINEGAR, PC

5/21/18
Date