

**CONTRACT TO HIRE ATTORNEY**

DATE: 30 Aug 2019

SABINE COUNTY, TEXAS, hereinafter called "Client," hereby appoints and employs **PROVOST\*UMPHREY LAW FIRM, L.L.P.**, hereinafter called "Law Firm," a partnership acting by and through any of its partners and/or associates, and having its principal address as P.O. Box 4905, Beaumont, Texas and having its offices at 490 Park Street, Beaumont, Texas as attorneys representing Client's interest in state or federal courts where Client's interests in the opioid litigation are at stake. Law Firm will litigate Client's claims, evaluate proposed settlements, and represent Client in negotiations with other public entities regarding the division of settlement funds.

This contract is for professional services based on work that is predominately intellectual and requiring special knowledge in class action and multidistrict litigation, and advanced learning, skill, and academic training and intelligence.

**FINDINGS AND APPROVAL**

Client's Commissioner's Court has found that: 1) the county has substantial need for legal services, 2) the county's attorneys or other government lawyers cannot adequately perform the services herein contracted, and 3) the services herein contracted cannot reasonably be contracted with private attorneys on a non-contingent hourly basis. Having so found, Client's Commissioner's Court has approved this contract.

**ATTORNEY'S FEES, COSTS AND EXPENSES**

In consideration of the services rendered and to be rendered to the Client by the Law Firm, the clients, whether one or more, hereby grant, sell, assign and convey to the Law Firm as its compensation herein, an undivided fifteen percent (15%) interest in the value of Client's gross (before deductions for common benefit or class counsel fees) monetary and non-monetary recovery.

It is specifically understood and agreed that that all costs, out of pocket expenses, including expert witness fees, filing fees, document copy fees, and travel fees will be deducted from Law Firm's share of the recovery.

It is also specifically understood that any recovery is subject to reduction in the form of an assessment ordered by the Court.

**IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEY NOTHING FOR SERVICES RENDERED.**

**AUTHORITY OF THE LAW FIRM**

Under the supervision of Client's County Attorney's Office, Client empowers the Law Firm to take all steps in this matter deemed by them to be advisable for the investigation and handling of client's claim, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary.

Client's primary point of contact shall be:

Christopher T. Kirchmer  
Provost Umphrey Law Firm, LLP  
P.O. Box 4905  
Beaumont, TX 77701  
(409) 835-6000  
ckirchmer@provostumphrey.com

Client agrees that associate counsel may be employed at the discretion and expense of the Law Firm and that any attorney so employed may be designated to appear on Client's behalf to undertake their representation in this matter. The Law Firm shall advise the client when, in the professional judgment of the Law Firm, such associate counsel should be employed.

Vol 3-a Page 746

### CONSOLIDATION, JOINDER, AND AGGREGATION OF CLAIMS

Client understands and agrees that, if the Law Firm considers it to be in the Client's best interest some claims may be brought as a part of a class action, consolidation, or joinder of multiple plaintiffs. In addition, claims may be consolidated by court order.

Client further understands and agrees that, in cases where the Law Firm considers it to be in the Client's best interest, the Law Firm may simultaneously negotiate the settlements of more than one client's claims with a defendant or group of defendants. Client understands that, despite any such joint settlement negotiations, Client is free to reject any settlement offer.

In some cases in which more than one client has a claim against a defendant, an aggregate settlement which seeks, in a particular way, to settle all claims together may be proposed. Client understands that it will not be bound by any such aggregate settlement unless he/she consents after consultation, including disclosure of the existence and nature of all the claims involved and of the nature and extent of the participation of each person in the settlement.

**Special rule class actions: If Client's case is filed as or becomes a part of a class action, Client's individual right to control settlement decisions may be superseded by the applicable state or federal rules. In such cases, the applicable class action rules may substitute judicial approval of settlements for the Client's individual consent.**

### WITHDRAWAL OR TERMINATION

Client and the Law Firm hereby covenant and agree that if withdrawal from representation is for any reason permitted and deemed advisable and appropriate under the Applicable Disciplinary Rules of Professional Conduct or any other governing ethical standards, the Law Firm shall have the right to withdraw from the case by returning to the client at its last known address all file materials to which the client is entitled along with a letter explaining the reason for the withdrawal. Unless the Law Firm's decision to withdraw was the result of a breach of contract or culpable conduct on the part of the Client, the Law Firm's decision to terminate representation is without claim or charge to the Client for any unpaid attorney's fees or unreimbursed expenses. **If the Law Firm elects to terminate representation of Client due to Client's breach of contract or other culpable actions Client understands and agrees that, to the extent allowed under applicable law, the Law Firm has a claim for expenses of litigation and unpaid attorney's fees which will become due upon receipt by us or by any successor attorney of any proceeds for any remaining portion of the claim.**

Client understands he/she can terminate the Law Firm's representation of Client at any time by providing written notice to the Law Firm at the address of their principal office. Should Client elect to terminate the Law Firm's representation prior to the full conclusion of the Law Firm's services under this contract, **Client understands and agrees that the Law Firm has a claim for expenses of litigation and unpaid attorney's fees which will become due upon receipt by us or by any successor attorney of any proceeds for any remaining portion of the claim.**

### NO GUARANTEES

The Client hereby acknowledges that the Law Firm has made no guarantees regarding the successful outcome or amount of recovery in this matter and all expressions about the outcome are only personal opinions.

### CLIENT ACKNOWLEDGMENT

Client acknowledges that Client has made sufficient investigation and inquiry to determine that this agreement is fair and reasonable to Client, and that this agreement was the product of arm's length negotiation with the Law Firm. Client acknowledges that it has asked the Law Firm to represent Client. Client acknowledges that, to Client's knowledge, no one has received any reward for recommending the Law Firm to Client.

### DISPUTE RESOLUTION

To the extent permitted by applicable laws, including the applicable Disciplinary Rules of Professional Conduct or any other governing ethical standards, any disputes arising under or relating to the interpretation, enforcement or alleged breach of any legal, fiduciary, or other duties under this agreement, and any disputes arising under or relating to the negotiation or formation of this agreement, shall be submitted to binding arbitration. Judgment on any arbitration award may be entered by any court of

competent jurisdiction. This includes any derivative claims, inclusive of legal negligence, breach of fiduciary duty, fraud, duress, misappropriation of funds, or any other claims against the Law Firm, its partners, associates, or other representatives, arising out of the legal services made the basis of this contract. This agreement shall be interpreted under applicable state law.

**FILE RETENTION AND DESTRUCTION**

The file and any materials compiled by the Law Firm during the course of its representation of Client will remain the property of the Law Firm upon the conclusion of the representation. The Law Firm will cooperate fully in furnishing a copy of relevant materials from the file to any successor attorney Client may retain. Client understands that, after this case is concluded, the Law Firm will maintain its file on this matter for at least six (6) years, but that after that time, the Law Firm may dispose of the file in accordance with its document retention policy. Should Client wish to obtain any information or material from the Law Firm's file will be returned to Client upon request, if the request is made within six (6) years after the conclusion of the representation.

**SEVERABILITY**

If any part of this agreement shall for any reason be found unenforceable, the parties agree that all other provisions shall nevertheless remain valid and enforceable.

**INTEGRATION**

This agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This agreement may not be modified, amended, or replaced except by another signed written agreement.

**LIMITATION OF SERVICES**

Client acknowledges that client has retained the Law Firm for the sole purposes expressly stated in this contract. Client understands that the Law Firm, its partners, associates, or other representatives make no representations, express or implied, to perform any legal services or provide any legal opinions, on any matter not expressly addressed in this contract.

**ACKNOWLEDGEMENT**

Signatories below acknowledge that Client understands and agrees to this contract, they have legal authority to bind Client, and that all statutory requirements have been met.

SABINE COUNTY, TEXAS

PROVOST UMPHREY LAW FIRM, LLP

By:

Daryl Melton, County Judge  
(Printed name and title)

Daryl Melton  
(Signature)

\_\_\_\_\_  
Christopher T. Kirchmer

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Date

30 Aug 2019  
Date