

ABS  
1/7/18

RESOLUTION NO. 2019- 03

A RESOLUTION ACCEPTING AND APPROVING A LEGAL SERVICES AGREEMENT FROM OCHS LAW FIRM, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID AGREEMENT, ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, Ochs Law Firm, has presented to the City of Rock Springs a Legal Services Agreement regarding civil suit against those parties legally responsible for the wrongful distribution of prescription opiates and the deleterious effects it has had on the City of Rock Springs; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Agreement before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Legal Services Agreement from Ochs Law Firm, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said Agreement a certified copy of this resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# OCHS LAW FIRM

## TRIAL LAWYERS

### LEGAL SERVICES AGREEMENT

RE: Civil suit against those parties legally responsible for the wrongful distribution of prescription opiates and the deleterious effects it has had on the City of Rock Springs for which such parties have collectively been fined and paid over \$500 million in civil penalties.

The City of Rock Springs (hereinafter "CLIENT") hereby retains outside counsel, pursuant to the Rules of Professional Responsibility on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the City of Rock Springs including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. Jason E. Ochs, of the Ochs Law Firm, shall serve as CO-LEAD COUNSEL together with Steven J. Skikos and Mark Crawford of Skikos Crawford (whom are appointed as Opioid MDL National Liaison Counsel).

In consideration, CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the lawyer(s), the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery. There is no fee if there is no recovery.

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

The law firms agree to advance all necessary litigation expenses necessary to prosecute these claims, and the CLIENT shall have no obligation to advance any costs or to make any financial contribution to the lawsuit while the litigation is pending. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally, or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery and CO-LEAD COUNSEL further agree to limit case costs to no more than fifteen percent (15%) and any gross recovery; thereby providing a net recovery of a minimum of sixty-five percent (65%) to CLIENT in the event of a successful resolution.**

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

CO-LEAD COUNSEL shall act as a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT and the Rule of Professional Conduct I .4. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation in accordance with the Rules of Professional Conduct 1.2.

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

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

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Co-Lead Counsel  
Jason E. Ochs

Ochs Law Firm, PC  
690 US 89, Ste. 200  
PO Box 10944  
Jackson, WY 83001  
307-739-3959  
[jason@ochslawfirm.com](mailto:jason@ochslawfirm.com)

Ochs Law Firm  
690 Hwy 89, Ste. 200 ♦ Jackson, WY 83001 ♦ Phone: 307. 739-3959 ♦ [www.productattorney.com](http://www.productattorney.com)  
259 S. Center Street, Suite 314 ♦ Casper, WY 82601 ♦ Phone: 307-234.3239 ♦ [www.wyominginjuryattorney.com](http://www.wyominginjuryattorney.com)  
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