

**ACKNOWLEDGEMENT OF FEE SPLIT AGREEMENT AND
AGREEMENT NOT TO ENFORCE CONTINGENCY FEE**

This Agreement is entered into on ____ of April, 2022 between **PIMA COUNTY, ARIZONA** ("County") and **LAW OFFICE OF JOSEPH C. TANN, PLLC** and **RUSING LOPEZ & LIZADI, PLLC** (collectively "Counsel").

Recitals

1. In March 2018, the County entered into an agreement with Counsel "*to investigate* potential litigation against any opioid drug manufacturers, distributors, or sellers, who have wrongfully caused or contributed to the epidemic of opioid abuse, addiction, and overdosing, causing the County to sustain economic damages." (Attachment A). On behalf of Counsel, this Agreement was signed by Grant Woods and Michael Rusing. On behalf of the County, this Agreement was signed by C.H Huckelberry and approved as to form by Andrew Flagg.
2. In July 2020, the County entered into an agreement ("Contract") with Counsel, "*to pursue litigation* against any opioid drug manufacturers, distributors, or sellers who have wrongfully caused or contributed to the epidemic of opioid abuse, addiction, and overdosing, causing the County to sustain economic damages. (Attachment B) On behalf of Counsel, this Agreement was signed by Grant Woods and Michael Rusing. On behalf of the County, this Agreement was signed by C.H Huckelberry and approved as to form by Andrew Flagg.
3. Page 1 of the Contract states, "Given the complexity and magnitude of the matter, Counsel will necessarily staff the matter with a number of attorneys and support personnel and may engage the assistance of other law firms and attorneys from among those listed on Exhibit A. Counsel will keep County informed of what individual attorneys are working on the matter at all times, and the division of responsibility among them."
4. Counsel complied with its obligation to keep the County informed of which individual attorneys were working on the matter and the division of responsibility among them.
5. Firms who worked on the matter ("Participating Firms and/or Legal Team") include: Grant Woods, P.C. (Grant Woods), Law Office of Joseph C. Tann, PLLC (Joseph Tann), Mike Moore Law Firm, LLC (Mike Moore), Rusing Lopez & Lizardi, PLLC (Mick Rusing), Young & Partners, LLP (Tom Young), Whaley Law Firm (J.R. Whaley), and Honor Law Group (James Cool).
6. Firms listed on Exhibit A of the Contract who did not work on the matter include: Hagens, Berman, Sobol, Shapiro, LLP (Steve Berman), Davidson Bowie, PLLC (John L. Davidson), Ditrapano, Barrett, DiPiero McGinley & Simmons, PLLC (Sean McGinley), Simmons, Hanly, Conroy, LLC (Paul Hanly), Law Offices of P. Rodney Jackson (P. Rodney Jackson), McGowan, Hood & Felder, LLC (Jay Ward), Bartimus, Frickleton, & Robertson, PC (Edward Robertson).
7. Pursuant to page 3 of the Contract, the legal fees are required to be, "apportioned among Counsel based upon the proportionate involvement and responsibilities assumed by each law firm in their representation of the County."
8. During the Summer of 2021, Participating Firms met and conferred to discuss the apportionment of fees and entered into the *Arizona Attorney Fee Split Agreement* on June 19, 2021. (Exhibit C)

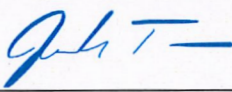
9. The *Arizona Attorney Fee Split Agreement* states that, "the apportionment of attorneys fees... shall govern in all matter related to the litigation on behalf of the County...against the Opioid Supply Chain regardless of the defendants, the amount of fees, the terms of payment, or the source of fees. Furthermore, it is agreed and acknowledged that no member of the Legal Team shall seek expense reimbursement from the County... in conjunction with this representation."
10. Grant Woods of Grant Woods, P.C. passed away on October 23, 2021. The Legal Team agreed that, despite Grant's untimely death, Grant Woods, P.C. shall be allocated the same percentage of fees that Grant Woods, P.C. was allocated under the *Arizona Attorney Fee Split Agreement*. Joseph Tann agreed to serve as Lead Counsel upon Mr. Woods' death.
11. In 2021-2022, the County, along with 105 other Arizona Local Governments and the State of Arizona, entered into the *One Arizona Distribution of Opioid Settlement Funds Agreement* ("AZ Distribution Agreement"). (Attachment D)
12. In 2021, the County executed and submitted Settlement Participation Forms to participate in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*.¹
13. The AZ Distribution Agreement, the *Distributor Settlement Agreement*, and the *Janssen Settlement Agreement* each establish funds to compensate attorneys for Participating Litigating Local Governments.
14. **The Legal Team intends to participate in the attorney fee funds mentioned above. Therefore, the Legal Team hereby expressly waives any and all rights to collect fees and/or expenses directly from the County in litigation against AmerisourceBergen, Cardinal Health, McKesson, or Johnson & Johnson. The Legal Team will attempt to collect fees for services rendered from the national Contingency Fee Fund, the Arizona Backstop Fund, and possibly the national Common Benefit Fund.**

-----SIGNATURES OF AGREEMENT-----

ON BEHALF OF PIMA COUNTY


Laura Conover, County Attorney

ON BEHALF OF THE LEGAL TEAM



Joseph C. Tann, ESQ
Law Office of Joseph C. Tann, PLLC

APPROVED AS TO FORM:



Michael Rusing
Rusing Lopez & Lizardi, PLLC

¹ Both settlement agreements are available at www.nationalopioidsettlement.com