

RETAINER AGREEMENT

The undersigned client, CITY OF VICKSBURG, MISSISSIPPI (the "Client"), hereby appoints ZUBER LAW FIRM, LLC and BOSSIER & ASSOCIATES, PLLC (hereinafter, the "Firms") as Client's attorneys at law and in fact to investigate, prepare and prosecute certain claims for damages suffered by Client.

I. BASIS FOR CONTRACT

Client hereby retains the Firms to represent the City of Vicksburg, Mississippi in connection with its claims against all responsible parties, including but not limited to manufacturers and distributors, arising out of damages sustained by Client as a result of the manufacture, sales, marketing and distribution of Opioid pharmaceutical drugs. Client authorizes the Firms to associate co-counsel as the Firms may deem necessary and to share any fees contemplated in this contract with such co-counsel with the express understanding that associating with co-counsel will NOT increase the fees set forth in Paragraph III below. After the appropriate investigation, the Firms reserve the right to rescind this contract. Client hereby fully empowers, authorizes and directs said attorneys to manage and handle, as they deem necessary, best and proper, said claim, cause of action, suit or suits that may grow out of the same, and to prosecute said causes of action with or without suit in any manner they deem advisable. They are hereby authorized and empowered to deliver in Client's name any and all notices, receipts, authorizations, releases, pleadings and any other document and instruments proper in the handling of said claim.

II. CLIENT'S COOPERATION

The Client agrees to cooperate fully with the Firms, disclose all relevant facts and promptly advise the Firms of any material changes within the City governance that may affect this agreement. The client authorizes the Firms to use their professional judgment and any relevant documents, records or other information that the Firms deem necessary to the proper representation of the Client. The Client agrees to promptly comply with all reasonable requests of the Firms on all matters included in this contract; however, all costs of investigation of the potential claims will be upon the Firms, not the City. All requests for documents shall be through the Open Records Request in the City Clerk's office with Firms paying the costs for said requests. The Client fully understands that failure to fully cooperate may be a basis for termination of this contract. The Client further agrees that the Firms may withdraw from representing the Client if the Firms deem withdrawal warranted.

III. CONTINGENT FEE ARRANGEMENT

Client agrees to pay as compensation for the Firms' services 25% of all claims or recoveries from and against all sources, persons, or entities. The fee percentage calculation will be made based on the gross recovery before deduction of any expenses. In the event there is no recovery, Client owes the Firms nothing. If Client seeks to dismiss the Firms, Client hereby agrees that the Firms shall have a lien against any recovery by Client for any and all of the Firms' unreimbursed expenses and for reasonable attorneys' fees measured by the value of the Firms' services and the risks undertaken by the Firm.

IV. EXPENSES FOR THE HANDLING OF CLAIM

The Firms agree to pay for any and all reasonable expenses associated with the prosecution of Client's claim. In the event there is no recovery, there is no charge to the Client. In the event of a recovery, the Client understands and agrees the Firms will be paid all reasonable costs, charges or expenses made or incurred by the Firms in connection with the Firms' handling of the Client's claim, including but not limited to: expenses or charges for obtaining records and data, court costs, filing fees, depositions, travel, document duplication, courier and message services, long distance telephone tolls, user fees for computer research, fees paid to experts, court reporters, and other third parties including investigators, postage, and other extraordinary costs

necessitated by client demands. All expenses will be deducted from any recovery prior to the distribution of proceeds to Client.

Furthermore, Client understands that the Firms represent other similarly injured municipalities and counties. As stated above, no expenses are to be reimbursed by the Client unless and until Client ultimately receives compensation in this matter, whether through settlement or after a trial. Client understands that some of the expenses incurred by the Firms in connection with the prosecution of claims arising out of the manufacture, sales, marketing and distribution of Opioid pharmaceutical drugs benefit only a particular Client (for example, the cost of filing a particular Client's case in court). These are sometimes called "case specific" expenses. Other expenses, however, benefit a larger group of Clients; these are sometimes called "general case expenses" or "shared expenses." Such shared expenses include, but are not necessarily limited to: retaining and compensating experts; computerized document management; conference calls; travel and other costs relating to the depositions of defendants' representatives, witnesses, experts, and agents; certain postage and photocopying expenses; computerized legal research. Each of the Firms' Clients benefits from the ability to share these expenses with a larger group, rather than incurring these expenses individually, and the Firms will allocate costs among their Client as appropriate, to maximize the cost-saving potential for each.

At the conclusion of this matter, whether upon settlement, entry of judgment or otherwise, the Firms, upon request by Client, will provide Client with an itemization of all expenses, fees, and other charges that are due to be deducted from the City's portion of the settlement/judgment

DATED this _____ of _____, 2018.

CITY OF VICKSBURG, MISSISSIPPI

BY: _____

ZUBER LAW FIRM, LLC

BY: _____

BOSSIER & ASSOCIATES, PLLC

BY: _____