

**CONTRACT FOR LEGAL SERVICES**  
**OPIOID LITIGATION**

This Contract for Legal Services (the "Contract") is entered into this 23<sup>rd</sup> day of JUNE, 2017, by and between the State of OKLAHOMA, acting by and through the Office of the Attorney General (the "State"), and Whitten Burrage Law Firm ("Counsel");

WHEREAS, the Attorney General is the chief law officer of the State and is vested with the constitutional and statutory authority, obligation, and responsibility to represent the interest of the State and its instrumentalities and offices in any and all proceedings and matters;

WHEREAS, the State is experiencing an opioid abuse epidemic;

WHEREAS, the State has reason to believe certain opioid manufacturers', distributors' and/or wholesalers' deceptive, false, fraudulent, and/or improper marketing and promotion of opioids in the State, false or fraudulent claims concerning opioids in the State, and/or improper distribution and sale of opioids in the State have violated Oklahoma law;

WHEREAS, the State has a need for professional and specialized legal services to represent the State's legal interests in such matters as described in Appendix A;

WHEREAS, Counsel is qualified to and has agreed to provide such personnel, expertise, and professional and specialized legal services;

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and hire said Counsel to assist and supplement the Attorney General's efforts in the investigation and prosecution of certain claims against opioid manufacturers concerning the matters described in Appendix A.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. **Services.** Counsel shall perform the services described in Appendix A of this Contract. Counsel will perform all services under this Agreement with the care, skill, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character, and with like aims, and in accordance with the provisions of this Contract.

The Attorney General shall retain ultimate control and direction over any investigation and/or litigation, and his decisions in such matters shall be final.

2. **Compensation.** Counsel shall be compensated for the services contracted in

accordance with the provisions of Appendix B of this Contract.

**3. Rule 1.5 Certification.** Counsel is aware of and certifies it will follow Rule 1.5 of Oklahoma's Rules of Professional Conduct for Lawyers.

**4. Term of Contract.** The term of this Contract shall be from the Effective Date (as defined below) through the investigation by Counsel and the State of this matter and, if the State determines to initiate litigation, then the conclusion by judgment and collection thereof, settlement, or voluntary or involuntary dismissal of the Litigation described in Appendix A of the Contract, subject to other provisions of this Contract. The State shall not be liable to pay Counsel for any services or work performed or expenses incurred before the Effective Date of this Contract. The Effective Date shall be the date on which the contract is fully executed.

**5. Consultation.** Counsel shall consult with and keep the State fully informed as to the progress of all matters covered by the Contract, including regular status meetings as requested by the State. Counsel shall consult and cooperate with, and shall be responsible directly to the State and other officials as designated by the State on all matters of strategy and tactics. The duty of Counsel shall be to advise, counsel, and recommend actions to the State through the Attorney General, the Office of the Attorney General, or the other officials designated by the Attorney General, and to carry out its directions to the best of its ability. Counsel will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General. Counsel shall offer the Attorney General or his designee(s) the opportunity to review and revise court documents and briefs prior to filing same. Counsel shall promptly furnish the State with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under the Contract and such additional documents as may be requested by the State. Upon notification of its availability by the State, Counsel shall make its entire work product prepared in connection with the services rendered under this Contract, and other parties' pleadings, discovery, correspondence, and other relevant documents and materials, available to the State in .pdf or other format acceptable to the State.

**6. Additional Counsel, Subcontracting, Key Personnel, and Experts.** Any retention of additional private counsel, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Counsel is hereby bound and obligated, including obligations with respect to conflicts of interest set forth below. In furtherance of the services described in Appendix A, Counsel may recommend to the State any additional retention of private counsel, subcontractors, experts, or assignment of services and work as Counsel believes necessary. Counsel, with respect to any retention, assignment, or subcontracting of any of the services to be provided under this Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, and experts), shall consult with and obtain the consent of the State. With respect to any additional private counsel retained pursuant to this section,

retention of such counsel will not modify any fees owed by the State under Appendix B. The consent of the State to the proposed assignment is required, but may not be withheld unreasonably. Counsel may, with the prior consent of the Attorney General or the designated State officials, engage experts in various fields related to the subject matter of this Contract to assist Counsel in the performance of its services under this Contract. The hourly rates, fees, or other compensation to be paid to such experts shall also be subject to the written approval of the State. Approved compensation of such experts, as incurred, shall be timely submitted to the State. The terms and conditions of this Contract, shall apply to and bind the expert or experts engaged as fully and completely as Counsel is hereby bound and obligated. The fees or other compensation to be paid experts, consultants and other assistance retained by Counsel, after approval of the State, shall be the sole responsibility of Counsel and it shall not be reimbursed for those costs unless and until collection of a judgment or settlement, or pursuant to the terms of paragraph 15 in this Contract.

**7. Confidential Relationship.** All information furnished by the Attorney General to Counsel, including its respective agents, and employees, shall be treated as confidential (“Confidential Information”) and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Counsel only in connection with the services performed pursuant to this Contract. Counsel agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Counsel’s personnel engaged under this Contract. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Counsel, subject to its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Counsel, is independently developed by Counsel, is provided to Counsel by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

All information relating to any litigation regarding 31 U.S.C.A. §§ 3729–3733 (Federal False Claims Act) and/or 63 O.S. §§ 5053.1–5053.7 (Oklahoma Medicaid False Claims Act) which has been sealed by court order shall be treated as Confidential Information and shall not be shared or disclosed by Counsel, their respective agents, and employees except as provided by court order.

**8. Outside Communications.** The parties agree that neither Counsel, nor any partner, associate, employee, or any other person assisting with the services to be performed by Counsel under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Attorney General, the Attorney General’s Communications Director, or their designee.

Counsel shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by the Attorney General. The Attorney General may not be used as a reference for Counsel without the Attorney General's prior approval.

**9. Material Changes.** Counsel shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required: (a) Counsel becomes aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Contract; (b) there is any change in control of Counsel; or (c) Counsel becomes aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.

**10. Modification or Changes.** The Attorney General, with the approval of Counsel, may make modifications to this Contract at any time during the term of the Contract or any renewals or extensions thereof. Changes in the statement of work within the general scope of the statement of work and changes which do not increase the total reimbursement to Counsel under this Contract may be accomplished by a letter of mutual consent signed by the Attorney General and Counsel. A change in the scope of work or an increase in the total reimbursement under this Contract must be incorporated into a formal written amendment to this Contract, signed by the State and Counsel, and executed in the same manner as this original Contract and in accordance with applicable law.

**11. Conflict of Interest.** Counsel warrants that it has no conflicting representation that has not been fully disclosed and waived by the Attorney General and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract. Any such conflicts shall be promptly disclosed to the State and the State shall determine whether such conflict is cause for termination of this Contract. Counsel further warrant that, in the performance of this Contract, no person having any such conflict shall be employed by or associated with Counsel unless approved by the State. In the event of termination for a conflict of interest, Counsel shall not be entitled to reimbursement for any costs previously incurred. In the event Counsel represents another state or governmental entity to perform services or obligations similar to those performed under this Contract, such representation shall not constitute a conflict of interest.

**12. Inability to Perform.** Counsel agree that if, because of death or any other occurrence beyond the control of Counsel, it becomes impossible for any principal or principals, and in particular the principals assigned to this project, to render the services set forth in this Contract, neither Counsel nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Counsel shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Attorney General. The Attorney General's consent to the proposed replacement is required, but may not be withheld unreasonably.

**13. License to Appear.** Counsel, by signing this Contract, warrant that all attorneys

involved in this representation are now, or are eligible to become, duly licensed to practice before the judicial forum, court, board, and tribunal before which they will appear on behalf of the State.

**14. Independent Contractor.** In performing the services required by this Contract, Counsel will act as an independent contractor and not as employees or agents of the State.

**15. Termination Provisions.** The State shall have the right to terminate this Contract at any time, with or without cause, upon written notice to Counsel, such termination being effective immediately upon Counsel's receipt of notice. If this Contract is terminated by the State, for any reason other than Counsel's material breach of the provisions of this Contract, the Attorney General will be obligated to pay Counsel out of the recovery a reasonable attorney's fee on a quantum meruit basis for all services provided and to reimburse Counsel out of the recovery for reasonable costs and expenses advanced. If there is no recovery, or the recovery is insufficient to reimburse Counsel in full for costs and expenses advanced, Counsel will bear the loss. No expenses incurred after Counsel's receipt of the State's written notice of termination shall be eligible for reimbursement. Within thirty (30) days of the State's termination, Counsel shall submit a summary of its expenses incurred in the prosecution of claims arising out of the subject matters for Investigation described in paragraph 1 of Appendix A of this Contract.

**16. Integration Clause.** This Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of either the State or Counsel has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**17. Audit Provisions.** The State shall have the right, at reasonable times and at a reasonable site designated by the State, to audit the books, documents, and records of Counsel to the extent that the books, documents, and records relate to the services performed, costs and expenses, and pricing data for this Contract. Counsel agrees to maintain records that will support the services performed, prices charged, and costs incurred for this Contract.

**18. Preservation of and Access to Records.** Counsel shall preserve books, documents, and records that relate to the services performed, costs and expenses, and pricing data for this Contract for a period of five (5) years from date of final payment. Counsel shall give full and free access to all records to the State and/or its authorized representatives. Counsel further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or action involving these pertinent records is started before the end of the five (5) year period, Counsel agrees to retain these records until all issues arising out of the action are resolved or until the end

of the five (5) year period, whichever is later.

**19. Indemnification.** Counsel shall indemnify and hold harmless the Attorney General, his employees and agents, from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines, and penalties, of any nature whatsoever, to the extent attributable to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any material legal duty or requirement by Counsel acting in connection with this Agreement. This indemnification shall survive any termination of this Agreement.

**20. Insurance.** Without limiting the indemnification obligations provided in this Contract, Counsel warrants that it carries insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this contract, including general liability coverage, automobile liability coverage, worker's compensation insurance, and professional liability insurance covering all negligent acts, errors, and omissions in the amount usual and customary for firms of its size and practice areas, subject to normal deductibles.

**21. Attorney-Client Relationship.** Execution of this Agreement creates an attorney-client relationship between Counsel and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.

**22. Notice.** Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid, and shall be sent by certified mail. The notice shall be effective on the date indicated on the postmark. Any written notice to the State under this Contract shall be sufficient if mailed by certified mail to:

Oklahoma Attorney General  
Attn: Attorney General Mike Hunter  
Abby Dillsaver, General Counsel to the Attorney General  
Ethan Shaner, Deputy General Counsel  
313 NE 21<sup>st</sup>  
Oklahoma City, Oklahoma 73105

Any written notice to Counsel under this Contract shall be sufficient if mailed by certified mail to:

WHITTEN BURRAGE  
Attn: Michael Burrage  
512 North Broadway  
Oklahoma City, OK 73102

**23. Material Breach.** Nothing in this Contract shall be construed to limit either party's

remedies at law or in equity in the event of a material breach of this Contract.

24. **Nondiscrimination.** There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, or disability in the performance of this Contract.

25. **Severability.** If any provision of this Agreement or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Agreement as a whole shall not be affected thereby.

26. **Applicable Law.** This Contract shall be governed by and interpreted and enforced in accordance with the procedural and substantive laws of the State of Oklahoma (without regard to any conflict of laws provisions) and the decisions of the Oklahoma courts. Counsel consents to the jurisdiction of any court of the State of Oklahoma and any federal courts in Oklahoma, waiving any claim or defense that such forum is not convenient or proper. Counsel agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Oklahoma law.

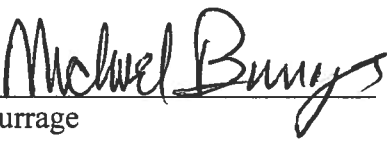
27. **Non-Collusion.** This Contract is invalid and of no effect unless a notarized non-collusion affidavit is provided by Counsel, pursuant to 74 O.S. § 85.22, and attached hereto.


28. **Certification Required by 74 O.S. § 85.42(B).** The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

IN WITNESS WHEREOF, the State of Oklahoma, through the Attorney General, and Counsel of Whitten Burrage Law Firm have caused this Contract to be executed on the date and year first above written.

**Whitten Burrage Law Firm**

**Office of Attorney General**

  
\_\_\_\_\_  
Michael Burrage  
Partner  
Date: 6-23-17

  
\_\_\_\_\_  
Mike Hunter  
Attorney General of Oklahoma  
Date: 6/23/17

**APPENDIX A**  
**DESCRIPTION OF SERVICES**

1. Counsel shall represent the State of OKLAHOMA (the “State”) in all necessary efforts to investigate and litigate claims related to any opioid manufacturers’, distributors’, and/or wholesalers’: (1) deceptive, false, fraudulent and/or improper marketing or promotion of opioids in the State; (2) false or fraudulent claims concerning opioids marketed, promoted, distributed and/or sold in the State; (3) improper distribution or sale of opioids in the State; and (4) any nuisances created by same, including, but not limited to, the following opioid manufacturers and distributors and any relevant subsidiaries and/or affiliates: Actavis Inc, Actavis Plc., Cephalon Inc., Endo Health Solutions Inc., Janssen Pharmaceuticals, Inc., Johnson & Johnson, Purdue Pharma L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Teva Pharmaceutical Industries, Ltd., McKesson Corporation, and Cardinal Health and concerning Actiq, Duragesic, Fentora, Kadian, Nucynta, Nucynta ER, Opana, OxyContin, Percocet, Percodan, Ultracet, Ultram, or any other opioid marketed, promoted, distributed or sold in the State (the “Litigation”). Further, the Litigation may include the scope of any harm to the State and/or its citizens caused by, or attributable to, any such conduct by opioid manufacturers for which the State is authorized to recover, whether on its own behalf or on behalf of its citizens, including but not limited to, any actual or punitive damages, statutory penalties, recoverable interest, or injunctive relief. For purposes of the Litigation, the State agrees to give Counsel access to any and all documents, agencies, employees, agents, consultants, third parties and the like. Counsel shall be allowed to represent to such agencies, employees, agents, consultants, third parties and the like that Counsel is working on behalf of and with the State in such Litigation. Should there be a need for investigative requests, including but not limited to civil investigative demands and subpoenas, such requests shall be issued by the State.

2. The Attorney General shall have sole discretion as to whether to initiate litigation, against whom, and which claims, if any, to pursue. If the Attorney General decides to file suit, Counsel shall represent the State in such suit pursuant to the terms of this Contract.

3. Counsel shall consult with the Attorney General or his designee on legal issues involved in the matters referred to in paragraph 1 of this Appendix and in other matters requested by the Attorney General. The Attorney General shall have sole discretion as to any and all matters, including but not limited to, legal issues, procedural issues, financial issues, and strategic issues, and his decision in that regard will be final. The Attorney General shall have sole discretion with regard to the terms of any settlement, whether to proceed to trial and whether to obtain a voluntary dismissal of any litigation filed by Counsel and his decision on those matters will be final.



4. The services shall consist of the following and such other services as may be assigned by State to Counsel:

- a. Providing counsel, representation, and litigation services to carry out the Litigation;
- b. Investigation and research necessary to carry out the Litigation;
- c. Hiring of all consultants and experts necessary to carry out the Litigation;
- d. Being available upon the reasonable request of the State to consult with the officials and employees of the State and with any other person or group designated by State regarding the Litigation; and
- e. Taking any and all legal action necessary to collect any recovery to the State, whether on its own behalf or on behalf of its citizens, and its component agencies resulting from judgment entered in or settlement of the Litigation as well as to obtain any necessary or desired injunctive relief.

**APPENDIX B  
COMPENSATION AND REIMBURSEMENT OF EXPENSES**

1. The State has determined that hiring private counsel on a contingent fee basis is in the best interests of the State to ensure adequate resources and experience in the subject matter are available to prosecute cases falling within the provisions of Appendix A. The State also has determined that Counsel is on the list of private attorneys under Title 74 O.S.2011, Section 20i (“Section 20i”) and that Counsel has met the requirements for being retained as private counsel under Section 20i. Counsel shall be paid a contingency fee based on the recovery obtained by the State through settlement or judgment from any action or matter contemplated by this Contract. “Recovery” means the amount remaining and payable to the State after all amounts to which the United States and/or any relator(s) under 31 U.S.C.A. §§ 3729–3733 (Federal False Claims Act) and/or 63 O.S. §§ 5053.1–5053.7 (Oklahoma Medicaid False Claims Act) may be entitled have been apportioned. The contingency fee shall be calculated as follows:

| <i>Recovery</i>    | <i>Percentage if Settlement Prior to Commencement of Fact Discovery</i> | <i>Percentage if Resolved After Commencement of Fact Discovery</i> |
|--------------------|---|--|
| \$0-100 million    | 17.5%   | 25%  |
| \$100-200 million  | Plus 12.5% of any amount in this range                                  | Plus 20% of any amount in this range                               |
| \$200-500 million  | Plus 7.5% of any amount in this range                                   | Plus 15% of any amount in this range                               |
| Over \$500 million | Plus 5% of any amount in this range                                     | Plus 10% of any amount in this range                               |

2. Counsel agrees to limit its requests for reimbursement of any expenses incurred in travel in accordance with the provisions of the State Travel Reimbursement Act, 74 O.S. Section 500.1 et. seq.

3. In order to reduce the amount of attorneys’ fees due to Counsel from any judgment, Counsel will seek to recover the State’s attorneys’ fees and costs from any defendant(s) pursuant to any applicable statutes or legal doctrines in the event the State prevails in the Litigation. If the State receives such an award of fees and costs from the defendants, any amount awarded shall be deducted from any fees and costs otherwise due Counsel pursuant to paragraph 1.

4. Counsel shall receive no compensation or cost reimbursement if there is no recovery. Counsel shall receive no additional compensation for any legal action taken or other services rendered to accomplish the collection of any recovery. The Attorney General, in his sole discretion, may agree to settlement of the Litigation that provides only for non-monetary relief. If such a settlement is obtained, the Attorney General agrees to make reasonable efforts to recover an award of attorneys’ fees and costs but is

in no way obligated to condition settlement upon payment of costs, fees, or any other monetary recovery. However, the Attorney General shall have sole discretion as to the amount of fees sought and his decision in that regard will be final.

5. Counsel shall advance, and subject to the limitations of this Appendix, shall be reimbursed for all reasonable, actual, ordinary and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Non-labor costs include, but are not limited to, costs associated with photocopies, telephone charges, on-line computer assisted legal research, courier delivery services, facsimiles, mileage, transportation costs, court filing fees, service of process fees, deposition costs, and witness fees. No mark-up will be allowed for non-labor costs. Counsel shall retain, and upon the request of the Attorney General provide, all necessary documentation to support all non-labor costs incurred pursuant to the performance of the Contract.

6. The State and Counsel will make reasonable efforts to petition the court where the Litigation is pending for an order that Counsel's costs, including non-labor, experts, consultants, and other reimbursable costs, be paid by defendants. Should an award of Counsel's costs not be ordered, Counsel's costs shall be reimbursed from the recovery obtained by the State. If no settlement or award is obtained, whether it be due to dismissal at the direction of the State, a settlement based on non-monetary relief or an adverse result at trial, Counsel will not be entitled to reimbursement for costs of any kind, except in accordance with this Appendix.

7. Reimbursement of costs and expenses of other counsel retained by Counsel shall be the responsibility of Counsel and not the State. Counsel agrees to indemnify, defend, and hold harmless the State against any claim for reimbursement of costs or expenses asserted by any counsel retained by Counsel.

8. The State shall not be liable to reimburse Counsel for any costs or expenses advanced or incurred by Counsel in fulfilling the terms of the Contract unless there is a recovery as described in this Appendix from which such reimbursement may be made or in the event the Attorney General recovers expenses and/or costs as part of any non-monetary relief as described in this Appendix. The State shall not be responsible to advance any of the costs or expenses of the Litigation.

9. In the event of a recovery by way of settlement or judgment, Counsel shall prepare and submit to the State an itemized computation of the requested fees and costs and in a manner and form acceptable to the State in advance of any payment.

June 23 2017

Attorney General Mike Hunter  
Office of the Attorney General  
313 NE 21<sup>st</sup>  
Oklahoma City, Oklahoma 73105

**RE: Opioid Litigation, Retention of Additional Counsel**

Dear General Hunter:


Thank you for selecting the Whitten Burrage Law Firm (“Counsel”) to represent the State of Oklahoma and the Office of the Attorney General (the “State”) pursuant to the Contract for Legal Services between the State of Oklahoma and the Whitten Burrage Law Firm regarding the opioid epidemic in Oklahoma, dated June \_\_, 2017 (the “Contract”). Due to the nature and scope of the anticipated litigation described in the Contract, I believe it is necessary to retain additional private counsel.

Pursuant to Paragraph 6 of the Contract, I recommend retaining Nix Patterson & Roach, LLP and Glenn Coffee & Associates (“Additional Counsel”) to assist as legal counsel in performing all services described in Appendix A to the Contract. Under Paragraph 6, the State maintains ultimate authority to consent to the retention of additional private counsel. I therefore request the State’s consent to retain the Additional Counsel to assist Whitten Burrage Law Firm in performing all services described in Appendix A to the Contract.


By signing below, all parties, including Additional Counsel, agree that the State has a need for professional and specialized legal services to represent the State’s legal interests in such matters as described in Appendix A to the Contract. Additional Counsel is qualified to and has agreed to provide such personnel, expertise, and professional and specialized legal services to the State. The State, at the recommendation of Counsel, deems it necessary to utilize the personnel and expertise of Additional Counsel concerning the matters described in Appendix A to the Contract. As specified in Paragraph 6 of the Contract, all “Additional Counsel” hereby are, and agree to be, bound by the terms and conditions of the Contract including the scope of services described in Appendix A and the fees described in Appendix B. Under no circumstances will the association of the Additional Counsel increase the fees owed by the State under the Contract.

By signing below, the State consents to the retention of Additional Counsel pursuant to Paragraph 6 of the Contract.

**Whitten Burrage Law Firm**

  
\_\_\_\_\_  
Michael Burrage  
Partner  
Date: 6-23-17


**Office of Attorney General**

  
\_\_\_\_\_  
Mike Hunter  
Attorney General of Oklahoma  
Date: 6/23/17

**Nix Patterson & Roach, LLP**

\_\_\_\_\_  
Brad Beckworth  
Partner  
Date: \_\_\_\_\_

**Glen Coffee & Associates**

  
\_\_\_\_\_  
Glenn Coffee  
Partner  
Date: 6/23/17

**Whitten Burrage Law Firm**

**Office of Attorney General**

\_\_\_\_\_  
Michael Burrage  
Partner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Hunter  
Attorney General of Oklahoma  
Date: \_\_\_\_\_

**Nix Patterson & Roach, LLP**

**Glen Coffee & Associates**



\_\_\_\_\_  
Brad Beckworth  
Partner  
Date: \_\_\_\_\_

\_\_\_\_\_  
Glenn Coffee  
Partner  
Date: \_\_\_\_\_

**WB**  
**WHITTEN BURRAGE**

June 23 2017

Attorney General Mike Hunter  
Office of the Attorney General  
313 NE 21<sup>st</sup>  
Oklahoma City, Oklahoma 73105

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By signing below, the State consents to the retention of Additional Counsel pursuant to Paragraph 6 of the Contract.


512 North Broadway Avenue, Suite 300, Oklahoma City, Oklahoma 73102

p 405.516.7800 f 405.516.7859 www.whittenburrage.com

**Whitten Burrage Law Firm**

  
\_\_\_\_\_  
Michael Burrage  
Partner  
Date: 6-23-17

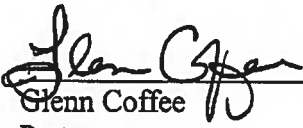
**Office of Attorney General**

  
\_\_\_\_\_  
Mike Hunter  
Attorney General of Oklahoma  
Date: 6/23/17

**Nix Patterson & Roach, LLP**

\_\_\_\_\_  
Brad Beckworth  
Partner  
Date: \_\_\_\_\_

**Glen Coffee & Associates**

  
\_\_\_\_\_  
Glenn Coffee  
Partner  
Date: 6/23/17



**Whitten Burrage Law Firm**

**Office of Attorney General**

\_\_\_\_\_  
Michael Burrage

Partner

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Hunter

Attorney General of Oklahoma

Date: \_\_\_\_\_

**Nix Patterson & Roach, LLP**

**Glen Coffee & Associates**



\_\_\_\_\_  
Brad Beckworth

Partner

Date: 6/23/17

\_\_\_\_\_  
Glenn Coffee

Partner

Date: \_\_\_\_\_

**AFFIDAVIT OF GLENN COFFEE**

STATE OF OKLAHOMA            )  
  )  
COUNTY OF OKLAHOMA        )

I, Glenn Coffee, being of lawful age and competent to testify and having personal knowledge of the facts stated herein, for purposes of competitive bids, certify as follows:

1. I am the duly authorized agent of Glenn Coffee & Associates, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid.

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

- c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
- d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

4. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

5. I certify, under penalty of perjury, that the above-stated facts are true and correct to the best of my knowledge.

**FURTHER AFFIANT SAYETH NOT**

Date: 6/23/17

  
Glenn Coffee

Subscribed and sworn to before me this 23<sup>rd</sup> day of June, 2017.



  
Cynthia J. Donelson  
Notary Public

My Commission Expires:

8/20/18

Commission Number:

14007425

**WB**  
WHITTEN BURRAGE

June 26, 2017

Attorney General Mike Hunter  
Office of the Attorney General  
313 NE 21<sup>st</sup>  
Oklahoma City, OK 73105

Ethan Shaner, Assistant Attorney General  
Office of the Attorney General  
313 NE 21<sup>st</sup>  
Oklahoma City, OK 73105

Re: Opioid Litigation, Retention of Additional Counsel

Dear General Hunter and Assistant General Shaner,

Enclosed with this letter are Affidavits of Non-Collusion (74 O.S. §85.22) from myself, Bradley E. Beckworth and Glenn Coffee. If you have questions or we need to discuss, please contact me.

Sincerely,

  
Michael Burrage

**AFFIDAVIT OF MICHAEL BURRAGE**

STATE OF OKLAHOMA            )  
  )  
COUNTY OF OKLAHOMA        )

I, Michael Burrage, being of lawful age and competent to testify and having personal knowledge of the facts stated herein, for purposes of competitive bids, certify as follows:

1. I am the duly authorized agent of Whitten Burrage Law Firm, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid.

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

- c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
- d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

4. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.


5. I certify, under penalty of perjury, that the above-stated facts are true and correct to the best of my knowledge.

**FURTHER AFFLIANT SAYETH NOT**

Date: June 23<sup>rd</sup>, 2017

  
 Michael Burrage

Subscribed and sworn to before me this 23<sup>th</sup> day of June, 2017.

  
 Notary Public

My Commission Expires:

8/20/17

Commission Number:  
13007635



**AFFIDAVIT OF BRADLEY EARL BECKWORTH**

STATE OF TEXAS                    )  
  )  
COUNTY OF TRAVIS                )

I, Bradley Earl Beckworth, being of lawful age and competent to testify and having personal knowledge of the facts stated herein, for purposes of competitive bids, certify as follows:

1. I am the duly authorized agent of Nix Patterson & Roach, LLP, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid.

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

- c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
- d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

4. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

5. I certify, under penalty of perjury, that the above-stated facts are true and correct to the best of my knowledge.

**FURTHER AFFIANT SAYETH NOT**

Date: June 23, 2017



Bradley Earl Beckworth

Subscribed and sworn to before me this 23<sup>rd</sup> day of June, 2017.

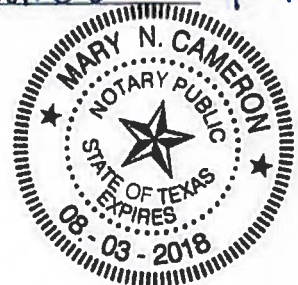
Mary N. Cameron 06/23/17  
Notary Public

My Commission Expires:

08/03/2018

Commission Number:

12834599-5





**CONTRACT FOR LEGAL SERVICES  
OPIOID LITIGATION  
ADDENDUM NO. 1**

This Addendum No. 1 to the Contract for Legal Services ("Addendum") is entered into this 24 day of October, 2017, by and between the State of OKLAHOMA, acting by and through the Office of the Attorney General (the "State") and the Whitten Burrage Law Firm ("Counsel").

WHEREAS, the State retained the legal services of Counsel by the Contract for Legal Services dated June 23, 2017 to provide the Services set forth therein (the "Contract");

WHEREAS, Counsel, with the State's approval, retained Nix Patterson & Roach LLP ("Nix Patterson"), pursuant to Paragraph 6 of the Contract to assist as legal counsel in performing all services described in Appendix A to the Contract as set forth in the Letter Agreement dated June 23, 2017;

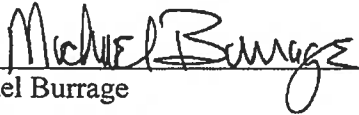
WHEREAS, the Parties desire to clarify the scope of reimbursement of costs and expenses incurred by Counsel and Nix Patterson;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:


1. Pursuant to Paragraph 7 of Appendix B, "Reimbursement of costs and expenses of other counsel retained by Counsel shall be the responsibility of Counsel and not the State. Counsel agrees to indemnify, defend and hold harmless the State against any claim for reimbursement of costs or expenses asserted by any counsel retained by Counsel." The State and Counsel hereby agree that Paragraph 7 of Appendix B will not apply to Nix Patterson, and Nix Patterson will be entitled to reimbursement of costs and expenses as if it were Counsel subject to the Contract and all exhibits and appendices thereto.
2. Both Counsel and Nix Patterson must abide by and will be entitled to reimbursement of costs and expenses in accordance with Appendix B of the Contract.

IN WITNESS WHEREOF, the State of Oklahoma, by and through the Attorney General, and Counsel of Whitten Burrage Law Firm have caused this Addendum to be executed on the date and year first above written.

**Whitten Burrage Law Firm**

  
\_\_\_\_\_  
Michael Burrage  
Partner  
Date: 10/2/17

**Office of the Attorney General**

  
\_\_\_\_\_  
Mike Hunter  
Attorney General of Oklahoma  
Date: 10/2/17

**WB**  
WHITTEN BURRAGE

October 11, 2017

**Via Hand Delivery**

Mike Hunter, Attorney General  
Attorney General's Office  
313 N.E. 21<sup>st</sup> street  
Oklahoma City, OK 73105

Re: State of Oklahoma, et al. v. Purdue Pharma L.P., et al.  
Case No. CJ-2017-816

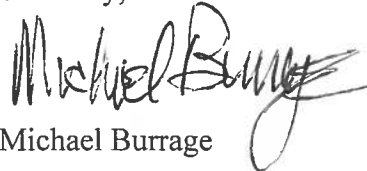
Dear General Hunter:

This letter is to advise you regarding how the contingent fee is to be divided in the above referenced case.

57% - Nix Patterson & Roach  
33% - Whitten Burrage  
10% - Glenn Coffee & Associates

These three law firms have retained Tracy Schumacher to assist us in the litigation. She will receive an hourly fee of \$350, plus out of pocket expenses. Mrs. Schumacher's fees and expenses are the sole responsibility of Nix Patterson & Roach and Whitten Burrage. The State of Oklahoma has no obligation to pay Mrs. Schumacher fees and expenses. Mrs. Schumacher has no contingent fee agreement in this case.

Sincerely,

  
Michael Burrage

Agreed to:

  
\_\_\_\_\_  
Attorney General

**WB**  
**WHITTEN BURRAGE**

October 11, 2017

Via Email: [tracy@schumacherstanley.com](mailto:tracy@schumacherstanley.com)  
Tracy Schumacher  
Schumacher & Stanley, PLLC  
114 East Main Street  
Norman, OK 73072

Re: State of Oklahoma, et al. v. Purdue Pharma L.P., et al.  
Case No. CJ-2017-816

Dear Tracy:

This is to confirm your fee agreement in the above referenced case. Your fees will be paid on an hourly basis at the rate of \$350/hour and there is no contingent fee on your behalf. You will also be paid any out of pocket expenses you incur regarding this litigation. The fee and expenses are not the obligation of the State of Oklahoma and are to be paid solely by the law firms of Whitten Burrage and Nix Patterson & Roach. If this is your understanding of the fee agreement, please indicate by your signature below and return a signed copy of this letter to me.

Sincerely,

  
Michael Burrage

The above correctly represents my fees  
and expenses in the above referenced litigation  
and who is responsible for the payment of my  
fees and expenses.

  
\_\_\_\_\_  
Tracy Schumacher

cc: Nix Patterson & Roach  
Glenn Coffee & Associates  
Attorney General

512 North Broadway Avenue, Suite 300, Oklahoma City, Oklahoma 73102

p 405.516.7800 f 405.516.7859 [www.whittenburrage.com](http://www.whittenburrage.com)

18 ORA 89 Drummond 027

**WB**  
WHITTEN BURRAGE

October 11, 2017

Via Email: [tracy@schumacherstanley.com](mailto:tracy@schumacherstanley.com)  
Tracy Schumacher  
Schumacher & Stanley, PLLC  
114 East Main Street  
Norman, OK 73072

Re: State of Oklahoma, et al. v. Purdue Pharma L.P., et al.  
Case No. CJ-2017-816

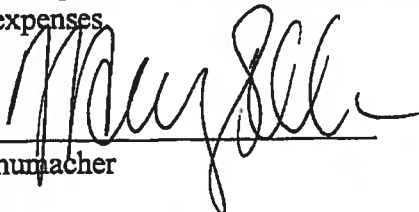
Dear Tracy:

This is to confirm your fee agreement in the above referenced case. Your fees will be paid on an hourly basis at the rate of \$350/hour and there is no contingent fee on your behalf. You will also be paid any out of pocket expenses you incur regarding this litigation. The fee and expenses are not the obligation of the State of Oklahoma and are to be paid solely by the law firms of Whitten Burrage and Nix Patterson & Roach. If this is your understanding of the fee agreement, please indicate by your signature below and return a signed copy of this letter to me.

Sincerely,

  
Michael Burrage

The above correctly represents my fees  
and expenses in the above referenced litigation  
and who is responsible for the payment of my  
fees and expenses.

  
Tracy Schumacher

cc: Nix Patterson & Roach  
Glenn Coffee & Associates  
Attorney General

**CONTRACT FOR LEGAL SERVICES  
OPIOID LITIGATION  
ADDENDUM NO. 2**

This Addendum No. 2 to the Contract for Legal Services (“Addendum”) is entered into this 5<sup>th</sup> day of December, 2017, by and between the State of OKLAHOMA, acting by and through the Office of the Attorney General (the “State”) and the Whitten Burrage Law Firm (“Counsel”).

WHEREAS, the State retained the legal services of Counsel by the Contract for Legal Services dated June 23, 2017 to provide the Services set forth therein (the “Contract”);

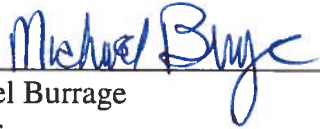
WHEREAS, the Parties desire to clarify the process by which Counsel may retain and compensate experts pursuant to this Contract;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter contained, the Parties hereby agree to replace Paragraph 6 of the Contract with the following:


**6. Additional Counsel, Subcontracting, Key Personnel, and Experts.** Any retention of additional private counsel, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Counsel is hereby bound and obligated, including obligations with respect to conflicts of interest set forth below. In furtherance of the services described in Appendix A, Counsel may recommend to the State any additional retention of private counsel, subcontractors, experts, or assignment of services and work as Counsel believes necessary. Counsel, with respect to any retention, assignment, or subcontracting of any of the services to be provided under this Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, and experts), shall consult with and obtain the consent of the State. With respect to any additional private counsel retained pursuant to this section, the retention of such counsel will not modify any fees owed by the State under Appendix B. The consent of the State to the proposed assignment is required, but may not be withheld unreasonably. The terms and conditions of this contract shall apply to and bind the expert or experts engaged as fully and completely as Counsel is hereby bound and obligated. The fees or other compensation to be paid experts, consultants and other assistance retained by Counsel shall be the sole responsibility of Counsel and it shall not be reimbursed for those costs unless and until collection of a judgment or settlement, or pursuant to the terms of paragraph 15 in this Contract.

IN WITNESS WHEREOF, the State of Oklahoma, by and through the Attorney General, and Counsel of Whitten Burrage Law Firm have caused this Addendum to be executed on the date and year first above written.

**Whitten Burrage Law Firm**

  
\_\_\_\_\_  
Michael Burrage  
Partner  
Date: 12/5/17

**Office of the Attorney General**

  
\_\_\_\_\_  
Mike Hunter  
Attorney General of Oklahoma  
Date: 12/5/17