

**RESOLUTION**

**RESOLUTION TO EMPLOY ALBERT R. JORDAN, IV OF CARTER & JORDAN, PLLC, AND DEREK R. CUSICK OF SYMMES, ESTES & CUSICK, PLLC TO REPRESENT DIAMONDHEAD, MISSISSIPPI, REGARDING OPIOID LITIGATION:**

**NOW, THEREFORE,** be it resolved by the Governing Body of the City of Diamondhead, Mississippi, has approved and entered into a contingency fee contract and Attorney Fee Agreement with Albert R. Jordan, IV of Carter & Jordan, PLLC, of Ocean Springs, Mississippi and Derek R. Cusick of Symmes, Estes & Cusick, PLLC of Gulfport, Mississippi, to represent the City of Diamondhead, in the litigation involving the harms and losses sustained by the City of Diamondhead and its subdivisions pertaining to the opioid epidemic, including but not limited to representation of the City in all Multi-District Litigation.

**FURTHER,** the Mayor and City Council authorize and approve the Attorney Fee Agreement with attorney Albert R. Jordan, IV and Derek R. Cusick, and all terms of said Agreement as written.

**FURTHER,** the Mayor and City Council authorize and approve said attorneys to undertake any additional measures needed to pursue any and all claims for the City of Diamondhead's losses.

**FURTHER,** the Mayor and City Council authorize and approve the City Manager to execute any and all necessary contracts or other documents to effectuate said representation.

The above and foregoing Resolution, after having first introduced by motion of \_\_\_\_\_, and seconded by \_\_\_\_\_, was subsequently reduced to writing and adopted by roll call vote, to-wit:

- Councilman L'Ecuyer \_\_\_\_\_
- Councilwoman Depreo \_\_\_\_\_
- Councilman Moran \_\_\_\_\_
- Councilwoman Morgan \_\_\_\_\_
- Councilman Koenenn \_\_\_\_\_
- Mayor Schafer, IV \_\_\_\_\_

WHEREUPON, the motion was declared carried and the Resolution was passed, adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED: \_\_\_\_\_  
Mayor Thomas E. Schafer, IV

Attest: \_\_\_\_\_ seal

\_\_\_\_\_  
Jeannie Klein, City Clerk

**CONTINGENT FEE CONTRACT/ATTORNEY FEE AGREEMENT**

For and in consideration of legal services rendered and to be rendered, and upon proper authority and resolution, the Governing Body of City of Diamondhead, Mississippi does hereby employ, retain, and authorize the services of Albert R. Jordan, IV of CARTER & JORDAN, PLLC, 1101 Iberville Drive, Ocean Springs, Mississippi and Derek R. Cusick of SYMMES, ESTES & CUSICK, PLLC, 2200 25<sup>th</sup> Avenue, Gulfport, Mississippi, in connection with any and all claims that the City of Diamondhead, Mississippi, and its subdivisions/agencies may have stemming from any harms, losses or injuries suffered by said entity pertaining to the opioid epidemic (including any and all derivative claims), against any and all Defendants or parties/entities that may be liable in whole or in part for said losses and injuries. This includes, but is not limited to, representing City of Diamondhead, Mississippi in any and all Multi-District litigation.

City of Diamondhead, Mississippi does hereby assign, convey, transfer, and deliver unto said Attorneys, as their fees, an undivided **Thirty-Three and One Third Percent (33.3 %)** interest in and to all of the above claims, against any and all sums that may be recovered. It is understood and agreed that if a class settlement agreement is reached in the Multi-District Litigation and City of Diamondhead, Mississippi chooses to opt into said settlement agreement, that said Attorney's fee percentage may be reduced if the class settlement agreement contains a maximum recoverable attorney fee percentage that is less than Thirty-Three and One Third Percent (33.3%). However, in no event shall said Attorney fee percentage be increased. It is understood and agreed that in addition to said Attorney's fees, the **costs** and **expenses** of this litigation will be reimbursed to my/our Attorneys by me/us at the time of any settlement or judgment, from the settlement or judgment proceeds. The Attorney's fee percentage shall be calculated from the gross amount of any judgment or settlement, prior to the deduction of any costs, expenses or other such payments due from the settlement/judgment.

It is hereby agreed that said attorneys may choose to associate any other attorneys or law firms as co-counsel if they deem it appropriate. It is further agreed and understood that the association of co-counsel is within the discretion of said attorneys, and that the association of co-counsel will not result in any additional Attorneys' fees being deducted from our share of the proceeds above and beyond those fees specified hereinabove.

WITNESS my/our signature(s), on this, the \_\_\_\_ day of \_\_\_\_\_, 2018. By signing below, I/we hereby warrant that I/we have full and proper authority to enter in this contract and attorney fee agreement on behalf of City of Diamondhead, Mississippi, by and through its governing body.

BY:

Signature: \_\_\_\_\_,

*On behalf of City of Diamondhead, Mississippi*

Printed Name: \_\_\_\_\_

BY:

\_\_\_\_\_  
ALBERT R. JORDAN, IV  
CARTER & JORDAN, PLLC  
1101 Iberville Drive  
Ocean Springs, Mississippi 39564  
228.202.1107 Telephone;  
228.202.1108 Facsimile

Printed Name: \_\_\_\_\_

BY:

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DEREK R. CUSICK  
SYMMES, ESTES & CUSICK, PLLC  
2200 25<sup>th</sup> Avenue  
Gulfport, Mississippi 39501  
228.896.8962 Telephone;  
228.205.4457 Facsimile