

RESOLUTION NO. 2019 - 227

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICE AGREEMENT WITH THE
CREADORE LAW FIRM, P.C. AND THE WRIGHT
LAW FIRM, LLC, TO REPRESENT THE TOWNSHIP IN
THE MULTI DISTRICT OPIOID LITIGATION.**

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey ("The Township") acknowledges the opioid epidemic that has struck our country and the devastating impact it has had in Ocean County and Barnegat Township; and

WHEREAS, as a result of the opioid epidemic the Township has used countless resources to fight against the opioid epidemic in the Township of Barnegat; and

WHEREAS, the local public contracts law, N.J.S.A. 40A:11-1 et seq authorizes the award of a contract for professional services without competitive bids; and

WHEREAS, The Creadore Law Firm, P.C. and the Wright Law Firm, LLC will represent the Township at no cost to the Township on a purely contingency fee basis in the national Opioid Multi-District Litigation; and

WHEREAS, the Agreement between the Township and the Creadore Law Firm, P.C. and the Wright Law Firm, LLC is on file with the Township Clerk and can be viewed during normal business hours.

NOW, THEREFORE, BE IT RESOLVED on this 2nd day of July, 2019 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township hereby awards a contingency fee agreement with the Creadore Law Firm, P.C. and the Wright Law Firm, LLC as attorneys to

represent the Township in the Multi-District Opioid Litigation. The fee agreement will be strictly a contingency agreement and the Township will not be required to expend any monies out of pocket.

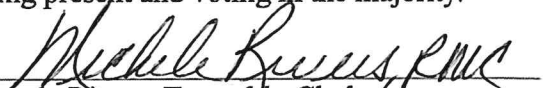
2. The Mayor, Township Clerk, Township Administrator are authorized to execute any and all documents necessary to implement the intent of this resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Alfonso Cirulli, Mayor
- (b) Martin Lisella, Township Administrator
- (c) Tom Lombarski, CFO.
- (d) The Creadore Law firm, P.C.
- (e) The Wright Law Firm, LLC
- (f) Christopher J. Dasti, Esq., Township Attorney

CERTIFICATION

I CERTIFY that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on July 2, 2019, a quorum being present and voting in the majority.


Michele Rivers, Township Clerk

Prepared by:

**THE LAW OFFICES OF
CHRISTOPHER J. DASTI**

LAW OFFICES OF
CHRISTOPHER J. DASTI
COUNSELLOR AT LAW
900 NEWARK AVENUE
P.O. BOX 779
FORKED RIVER, N.J. 08731

THE CREADORE LAW FIRM P.C.
450 SEVENTH AVENUE – SUITE 1408
NEW YORK, NEW YORK 10123
Tel. 212.355.7200
Fax. 212.583.0412

Admitted: NY, CT, MO

CONTINGENCY FEE RETAINER AGREEMENT

BARNEGAT TOWNSHIP, NEW JERSEY, (hereinafter “Client”, “we”, “our” or “us”) does hereby retain and employ the **CREADORE LAW FIRM, P.C.**, and the **WRIGHT LAW FIRM, LLC** (hereinafter “law firm”, “attorney” or “attorneys”) or any other attorney or firm in association with them in pursuit of this claim for unreimbursed costs and expenses and other damages that **BARNEGAT TOWNSHIP, NEW JERSEY**, may have suffered connected to or related to the actions or inactions or errors or omissions of various manufacturers, distributors or other parties which have caused or contributed to the so-called “Opioid Crisis” (sometimes, the “Contract”).

1. **ATTORNEYS FEES.** For and in consideration of their advice, counsel and professional services and of their promise to manage and conduct our said claim, we promise to pay a fee to the law firm computed as follows: (1) in the event the case is settled prior to being set for trial, we promise to pay a fee to the law firm equal to twenty percent (20%) of the gross settlement/amount recovered prior to payment of costs and expenses referred to below from said claim; (2) in the event that this case or any consolidated case does not settle prior to being set for trial, we promise to pay to the law firm an additional fee of five percent (5%) of the gross settlement/amount received prior to payment of costs and expenses referred to below from said claim; (3) if, after trial, any party appeals, we promise to pay to the law firm an additional five percent (5%) fee of the gross amount received prior to payment of costs and expenses referred to below from said claim.

2. **“GROSS SETTLEMENT/AMOUNT RECOVERED” or “GROSS AMOUNT RECEIVED” or “GROSS RECOVERY”** means principal, interest, penalties, litigation costs and expenses, statutory attorneys’ fees, punitive damages and all other amounts recovered or to be recovered, including the value of any structured settlement, future payments, or non-pecuniary benefits, or other relief achieved, whether by suit, settlement, judgment or otherwise.

It is understood that this contract for legal representation (“Contract”) is based upon a contingent fee basis, and if there is no recovery we will not be indebted to our attorneys for any attorney fee or costs and expenses, except as otherwise stated herein.

3. **COSTS AND EXPENSES.** We agree, prior to distribution of any funds, including attorney fees, to pay for the costs and expenses reasonably incurred by attorneys in investigating and prosecuting this claim and authorize them to undertake

THE CREADORE LAW FIRM P.C.

and/or incur such costs and expenses as they may deem necessary from time to time. These costs include, but are not limited to, court costs; filing fees; subpoena fees; service fees; copy and facsimile costs up to twenty-five cents per page; expert costs; investigation costs; reasonable travel expenses; cost of document production; cost of document review; database and computer costs; ARCOS costs; mediation fees; exhibits costs; computer legal research costs; non-computer assisted research costs; mock jury costs; financing expenses and any other out-of-pocket costs and expenses reasonably incurred in the prosecution of our claims. Any costs and other expenses incurred in prosecuting our claims shall be deducted from the Client's share of the gross proceeds, with the exception of any costs and expenses which the court orders that the defendants shall pay. In the event that there is no court order regarding costs or expenses, the foregoing exception shall not be applicable. The costs and expenses of suit will not be reimbursed to our attorneys where there is no recovery unless we reject a settlement offer made by defendant(s) and recommended by our attorneys, that was in an amount greater than a final judgment.

4. SPECIAL PROVISION GOVERNING MULTI-DISTRICT OR CONSOLIDATED LITIGATION: Both Client and attorneys recognize that any lawsuit filed on behalf of Client will in all likelihood become part of a so-called "Multi-District Litigation" proceeding pending in federal court in Cleveland, Ohio, or otherwise part of a consolidated proceeding. Accordingly, both Client and attorneys recognize that the federal court (or other appropriate court) has the inherent authority to examine and regulate the fee arrangement set forth herein. Further, the federal court (or other appropriate court) may order that a portion of any recovery may be allocated to a so-called "common benefit fund" which may be used to compensate attorneys working for the common benefit, potentially including but not limited to the undersigned attorneys; or the federal court (or other appropriate court) may order that all or a part of common benefit fees, costs and expenses be paid by any or all of the defendants.

Client agrees that the contingent fee payable to the undersigned attorneys herein shall be the higher of the percentages set forth above or the maximum percentage contingency fee determined to be reasonable by the federal court or any other appropriate court.

Client further agrees that any common benefit fees to which the undersigned attorneys may be entitled [which shall be paid from a common benefit fund established by the federal court or other appropriate court] shall not reduce the contingency fees to which the undersigned attorneys are entitled hereunder.

We appoint and hereby resolve the said law firm as our attorneys and agents, and we give and grant them full power to act as our attorneys, to institute suit on this claim, to prosecute suit, to settle the claim at their discretion before or after suit is instituted with our prior agreement, and to take any and all steps which they deem proper and desirable. We further agree that we will execute all documents necessary to effectuate and

THE CREADORE LAW FIRM P.C.

consummate any settlement which is agreed to on our behalf by our attorneys and approved by us. No guarantees have been made regarding the outcome of this case. We also authorize our attorneys to engage in negotiations for settlement on a lump sum basis.

It is agreed if BARNEGAT TOWNSHIP, NEW JERSEY, or anyone else acting in our behalf, shall employ any other attorney (other than those attorneys engaged herein) to render any service with regard to the claim hereinabove referred to (such as tax, estate or bankruptcy law, etc.) we shall be responsible to pay those attorneys for any such services rendered, and the undersigned attorneys engaged herein shall not be responsible in any manner for such payment. Law firm is not a tax, estate, or bankruptcy attorney and will not render advice or services in those areas of law unless contracted to do so outside the terms of this Contract. The undersigned attorneys engaged herein are to have the right to associate with additional counsel in the prosecution of this claim in their sole discretion, but any such additional counsel are to be paid from the contingency fee set out above. In the event that the undersigned attorneys engaged herein, or any of them, shall associate any such other attorney, the undersigned attorneys engaged herein and so contracting, shall likewise be responsible for the fees of such other attorney or attorneys so employed.

We agree to fully cooperate with our attorneys engaged herein at all times and to comply with all reasonable requests from them. We warrant and represent to the undersigned attorneys engaged herein that all information we have provided to and/or will in the future provide to them in connection with our claims is true and correct to the best of our knowledge, information and belief.

5. **PRIVILEGE.** The Client acknowledges that this Contract is intended to and does hereby assign, transfer, set over, and deliver unto the attorneys engaged herein as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions of New Jersey Revised Statutes, and that the attorneys engaged herein shall have the privileges afforded by the New Jersey Revised Statutes.

6. **NEW JERSEY LAW.** This Contract shall be governed by New Jersey law. This Contract and the accompanying Addendum to Contingency Fee Agreement contains the entire and complete understanding of the parties and can only be modified by written amendment signed by all parties.

7. **TERMINATION OF REPRESENTATION.** We understand that we have the right to terminate the representation upon written notice to that effect duly delivered to the attorneys engaged herein. We understand that we will be responsible for all fees, costs or expenses incurred prior to the discharge or termination, based on all of the facts and circumstances deemed relevant and material by New Jersey statutory law and/or jurisprudence.

THE CREADORE LAW FIRM P.C.

8. **EXPLANATION TO CLIENT REGARDING POTENTIAL CONFLICTS AMONG CLIENTS.** Client is aware that the attorneys engaged herein contemplate entering into arrangements similar to that set forth in this Contract with other governmental entities, hospitals (both public and private), and similar such legal persons in this State and in other States which have been adversely affected by the Opioid Crisis ("Other Affected Persons"). Attorneys engaged herein believe that the goals and objectives of Client are aligned with the goals and objectives of all Other Affected Persons with respect to the Opioid Litigation. Attorneys engaged herein do not believe that, to achieve the goals of the Opioid Litigation, either Client or any of the Other Affected Persons must take a position that is adverse to the interests of the other. However, in the event that either the Client or the attorneys engaged herein during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, in the view of the benefit to Client of prosecuting its claims jointly with other similarly situated entities, the Client agrees that any such conflicts are waived and counsel is authorized to proceed with their representation of Client (and Other Affected Persons) in the Opioid Litigation. If all or any portion of this provision is deemed or found to be unenforceable then in such event it shall be severed from the Contract in whole or in part subject to the sound discretion of the trier of fact in a manner to designed and determined to preserve approved language.

9. **SEVERABILITY.** If any provision or portion thereof of this Contract, or any application of any provision, is held invalid, the invalidity shall not affect other applications of the provision, or other provisions to this Contract, which reasonably can be given effect despite the invalidity.

THE CREADORE LAW FIRM, P.C.



DONALD CREADORE

THE WRIGHT LAW FIRM, LLC



WILLIAM WRIGHT

Acknowledged and Agreed, BARNEGAT TOWNSHIP, NEW JERSEY, this ____ day
of 2019.

ALFONSO CIRULLI, MAYOR
BARNEGAT TOWNSHIP, NEW JERSEY

WITNESSES:

Print Name

Print Name

ADDENDUM TO CONTINGENCY FEE AGREEMENT FOR BARNEGAT TOWNSHIP, NEW JERSEY

1. **Scope of Wright Law Firm Representation.** Under the terms of this agreement, and the terms of the retainer agreement with the client, Wright Law Firm, LLC (WLF) will have only the following responsibilities: participate in communications and meetings with Barnegat Township, by mail, electronic communication, in person and/or telephonically; assist with gathering of information and data; provide guidance regarding NJ Rules of Conduct and Practice; and other tasks that Barnegat Township, the Creadore Law Firm, P.C., and WLF shall agree to from time to time. The Creadore Law Firm, P.C. (CLF) is solely responsible for completion of any work not mentioned above. The legal work expected to be performed by WLF is estimated to be 15% of the total workload required to bring this matter to completion.
2. **Relationship Between WLF and CLF.** Barnegat Township understands that WLF and CLF are engaging in Joint representation. WLF and CLF are not associated or affiliated in any way, and WLF has agreed to act as local counsel solely to complete the tasks described above on an ongoing basis.
3. **Contingent Attorney Fees.** Under the terms of the agreement between WLF and CLF, WLF expects to receive 15% of the contingent attorney fee received by CLF. This fee corresponds with the expected workload for the tasks outlined in paragraph 1, above. Barnegat Township has the right to hire WLF and CLF at their regular hourly rates, but has declined to do so in favor of the contingency fee agreement set forth herein and the retainer agreement to which this addendum is attached.
4. **Costs.** Any costs advanced on behalf of Barnegat Township are being advanced by CLF, and WLF shall have no obligation to pay or contribute to such costs unless otherwise agreed.
5. **Integration.** The terms of this agreement are expressly incorporated by reference into the parties' related Contingency Fee Agreement.

AGREED AND ACCEPTED:

THE WRIGHT LAW FIRM, LLC

By: William Wright
William Wright

June 24, 2019

Date

CREADORE LAW FIRM, P.C.

By: Donald Creadore
Donald Creadore

6/24/19
Date

BARNEGAT TOWNSHIP, NEW JERSEY

By: _____
Alfonso Cirulli, Mayor

Date