

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND
Lieff, Cabraser, Heimann & Bernstein, LLP
FOR LEGAL SERVICES**

WHEREAS, the Department of Law of The Metropolitan Government of Nashville and Davidson County is required by Section 8.602 of the Charter of the Metropolitan Government to supervise, direct and control all of the law work of the Metropolitan Government, to furnish legal advice to all officers, departments, boards and commissions concerning any matters arising in connection with the exercise of their official powers or performance of their official duties, and to represent the Metropolitan Government in all litigation; and,

WHEREAS, Section 8.607 of the Charter of the Metropolitan Government states: "No department, board, commission or other agency of the metropolitan government may employ special counsel. Whenever the interests of the metropolitan government require special counsel, the council, by resolution, may authorize the mayor to employ such counsel, who shall be paid such compensation for his service as the mayor, the director of law and the director of finance shall determine to be reasonable compensation for the services rendered, and as the council shall by resolution approve"; and,

WHEREAS, the Metropolitan Council has determined that the interests of the Metropolitan Government require special counsel to investigate, and if appropriate, pursue litigation against manufacturers and distributors of prescription opioids that have wrongfully caused opioid addiction in Davidson County, Tennessee; and,

WHEREAS, the law firm of Lieff, Cabraser, Heimann & Bernstein, LLP has the necessary expertise to provide these services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This Contract is entered into on this ___ day of _____, 2017, by and between The Metropolitan Government of Nashville and Davidson County ("Metropolitan Government"), by and through the Department of Law ("Department"), and Lieff, Cabraser, Heimann & Bernstein, LLP, ("Special Counsel").

This Contract consists of this document and Collective Exhibit A (Special Counsel's Affidavit(s)); Exhibit B (*Metropolitan Government's Regulations for the Reimbursement of Fees and Expenses Incurred by Employees Authorized to Retain Private Counsel, as Amended*); and Exhibit C (*Metropolitan Government's Comprehensive Travel Regulations*); all of which are attached hereto and incorporated herein by reference.

1. Purpose. Special Counsel agrees to provide the following services:
 - a) Investigate whether the Metropolitan Government should pursue litigation against manufacturers and distributors of prescription opioids that have wrongfully caused opioid addiction in Davidson County, Tennessee, and in turn, caused the Metropolitan Government to expend scarce resources combating its effects. The economic impact of opioid addiction may include, but not be limited to, the cost of

drug addiction treatment, emergency room visits, law enforcement response, incarceration, child abuse and neglect and the cost of removing children from parental custody, as well as medical treatment for prenatal opioid exposure. If the Metropolitan Government authorizes litigation, then Special Counsel shall represent the Metropolitan Government before the trial and appellate courts and continue representing it until damages are recovered.

- b) Before any lawsuit is filed, Special Counsel shall provide an opinion letter to the Director of Law recommending that the Metropolitan Government bring suit against the manufacturers and distributors of prescription opioids. Special Council will advise the Metropolitan Government whether litigation alleging that manufacturers and distributors wrongfully caused opioid addiction in Davidson County is currently pending in state or federal courts and which manufacturers and distributors have already entered into settlement agreements arising out of these lawsuits or similar lawsuits. If class action litigation already exists, and the Metropolitan Government is already a member of the class, then Special Counsel will recommend whether the Metropolitan Government should remain a member of the class or whether it is more advantageous for the Metropolitan Government to opt out of the class and bring its own litigation. If the Metropolitan Government is not a member of the class then Special Counsel will recommend whether the Metropolitan Government should pursue independent litigation.
- c) After Special Counsel files the initial lawsuit, additional lawsuits may be filed against manufacturers and distributors of prescription opioids, with the Director of Law's approval, until September 1, 2019, when a new Metropolitan County Council takes office.

2. Scope of Engagement. While Special Counsel will represent the Metropolitan Government, the Director of Law and other attorneys in the Department of Law will be involved in decision making during the course of the litigation. Any defendant manufacturer or distributor may contact the Director, Deputy Director or an Associate Director of Law directly concerning settlement, without having to confer with Special Counsel. The decision to settle litigation is reserved exclusively to the discretion of the Director of Law, the Metropolitan Council and the Metropolitan Mayor.

3. Press Inquiries. Only the Department of Law will engage in the public distribution of information (except through court filings and legal proceedings) concerning this litigation. All press inquiries shall be referred to the Director of Law.

4. Term. Services shall be provided until there is a recovery of the final judgment or recovery of the settlement in each lawsuit against the defendant(s), or until the Contract is terminated.

5. Expenses. All reasonable and necessary cost of litigation, including but not limited to, court costs, travel expenses (e.g., lodging, mileage reimbursement, airfare), witness fees, consultants, accounting, and expert fees and expenses (as preapproved by the Department if required by Exhibit B or Exhibit C), and any additional insurance cost, bond cost, or cost

associated with letters of credit in lieu of insurance, incurred by the Special Counsel solely to meet the terms of the Contract, shall initially be borne entirely by Special Counsel, but shall be reimbursed from any gross recoveries from this litigation. Recoveries in each case shall be initially used to reimburse Special Counsel its expenses in prosecution of that individual case except that any cost that must be fully borne by Special Counsel in order to investigate or prosecute the original case (such as additional insurance premiums unique to this Contract) shall be totally reimbursable from initial gross recoveries. Special Counsel agrees that if there is no recovery, or a recovery is less than the expenses paid by Special Counsel in prosecution of each individual case, the Metropolitan Government will have no obligation to reimburse Special Counsel for any remaining expenses.

6. Compensation. After Special Counsel has been reimbursed all of its expenses in an individual case, Special Counsel shall be compensated for its risk and attorney fees on a contingency fee basis, as follows, subject to Court approval:

NET RECOVERY ≤ \$2,500,000

a) If a defendant had already admitted it wrongfully caused persons to become addicted to prescription opioids or if defendant had already been found by a judicial proceeding to have wrongfully caused persons to become addicted to prescription opioids, then Special Counsel shall be reimbursed:

- (1) (3) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to litigation;
- (2) (15) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to trial;
- (3) (15) percent of the amount recovered for the Metropolitan Government minus expenses after a jury verdict, final judgment and collections have concluded;

b) If the defendant had not previously admitted or if a defendant had not previously been found to have caused patients to become addicted to prescription opioids, then Special Counsel shall be reimbursed:

- (4) (5) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to litigation;
- (5) (20) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to trial;
- (6) (20) percent of the amount recovered for the Metropolitan Government minus expenses after a jury verdict, final judgment and collections has concluded;

NET RECOVERY > \$2,500,000

c) If a defendant had already admitted it wrongfully caused persons to become addicted to prescription opioids or if defendant had already been found by a judicial proceeding to have wrongfully caused persons to become addicted to prescription opioids, then Special Counsel shall be reimbursed:

- (7) (3) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to litigation;
- (8) (12) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to trial;
- (9) (12) percent of the amount recovered for the Metropolitan Government minus expenses after a jury verdict, final judgment and collections have concluded;

d) If the defendant had not previously admitted or if a defendant had not previously been found to have caused patients to become addicted to prescription opioids, then Special Counsel shall be reimbursed:

- (10) (5) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to litigation;
- (11) (15) percent of the amount recovered for the Metropolitan Government minus expenses if the case settles prior to trial;
- (12) (15) percent of the amount recovered for the Metropolitan Government minus expenses after a jury verdict, final judgment and collections has concluded;

e) Special Counsel's attorney fee expenses shall be reduced by the sum of any attorney fees awarded the Metropolitan Government.

7. Termination--Breach. Should Special Counsel fail to fulfill in a timely and proper manner its obligations under this Contract, or if it should violate any other terms of this Contract, the Metropolitan Government shall have the right to immediately terminate the Contract. In the event this Contract is terminated pursuant to this paragraph, Special Counsel shall be liable to the Metropolitan Government for all damages caused by Special Counsel's breach. Further, in such event, the Metropolitan Government shall have no liability to Special Counsel for payment of Special Counsel's expenses or fees. Such termination shall not relieve Special Counsel of any liability to the Metropolitan Government for damages sustained by virtue of any breach of the Contract.

8. Termination--Without Cause. The Metropolitan Government shall have the right to terminate this Contract without cause upon written notice to Special Counsel. If this Contract is so terminated, Special Counsel shall be entitled to (i) reimbursement for approved expenses incurred (ii) attorney time expended and (iii) such additional approved expenses and time necessary to facilitate an orderly transition of matters in progress. Provided, however, that the Metropolitan Government's maximum liability to Special Counsel for reimbursement of all

approved expenses and fees under this paragraph shall not exceed \$250,000. If termination is without cause, Special Counsel shall be paid a maximum attorney fee rate of \$275 per hour for its most senior attorneys, and a proportionally lower amount per hour based upon experience, to be approved by the Director of Law. Approved paralegal hours shall be reimbursed at \$125 per hour. Special Counsel may attach a lien on the judgment of any potential future recovery from the lawsuit for any of its expenses that were not reimbursed and for their proportional share of the contingency fee.

9. Termination--Funding. Should funding for this Contract be discontinued, the Metropolitan Government shall have the right to terminate the Contract immediately upon written notice to Special Counsel. Termination for lack of funding shall be treated as a termination without cause for purposes of reimbursing Special Counsel its fees and expenses.

10. Billing Statements. Since Special Counsel's attorney fees and expenses could become a potential liability of the Metropolitan Government if the Metropolitan Government were to terminate the Contract without cause, or terminate the Contract for lack of funding, during the term of this Contract Special Counsel, those law firms associated by Special Counsel and each consultant hired by Special Counsel, shall provide monthly billing and expense statements to the Department of Law. Billing and expense statements shall meet the requirements of the Metropolitan Government's Regulations for the Reimbursement of Fees and Expenses Incurred by Employees Authorized to Retain Private Counsel, as Amended, and the Metropolitan Government Comprehensive Travel Regulations (Attached as Exhibit B and Exhibit C) except that the hourly rates for attorneys shall comply with Paragraph 8 of the Contract. Special Counsel's billing and expense statements that fail to meet these requirements will not be reimbursed even if the Contract is terminated without cause or terminated for lack of funding.

11. Termination--Notice. The Metropolitan Government may terminate this Contract at any time upon the Special Counsel receiving notice of termination.

12. Compliance with Laws. Special Counsel agrees to comply with all applicable federal, state, and local laws and regulations.

13. Maintenance of Records. Special Counsel shall maintain documentation for all potential fees and expenses. The books, records, and documents of Special Counsel, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metropolitan Government or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

14. Metropolitan Government Property. Any Metropolitan Government property, including but not limited to, books, records, and equipment, that is in Special Counsel's possession shall be maintained by Special Counsel in good condition and repair, and shall be returned to the Metropolitan Government by Special Counsel upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Metropolitan Government property.

15. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their appropriate signatories.

16. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

17. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default. No term or condition of this Contract, including this waiver provision, shall be held to be waived, modified, or deleted except in a signed amendment by the parties.

18. Employment. Special Counsel shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

19. Contingent Fees To Solicit Or Secure Contract. Special Counsel hereby represents that Special Counsel has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract; a breach of ethical standards that may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts. The Affidavit included in Special Counsel's Response to the Request For Qualifications shall be attached to this Contract as Exhibit A. Contractor agrees that the Metropolitan Government shall not be estopped from asserting a violation of this covenant against contingent fees to solicit or secure this Contract by the Metropolitan Government's failure to protest the fee arrangement during the award of the Contract or by the Metropolitan Government's payments to Special Counsel pursuant to the terms of this Contract.

20. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give, any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical

standards that may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Metropolitan Government contracts.

21. Assignment - Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Contract nor any of the rights and obligations of Special Counsel hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any such assignment or transfer shall not release Special Counsel from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO SPECIAL COUNSEL UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METROPOLITAN GOVERNMENT'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, P.O. BOX 196300, NASHVILLE, TENNESSEE 37219-6300.

a) Notices to Metropolitan Government shall be delivered to:
James L. Charles
Associate Director of Law Metropolitan Department of Law
P.O. Box 196300
Nashville, TN 37219-6300

b) Notices to Special Counsel shall be delivered to:

Lieff, Cabraser, Heimann & Bernstein
150 Fourth Avenue North, Suite 1650
Nashville, TN 37215
Attn: Mark P. Chalos

22. Designation of Agent for Service of Process. All notices of assignment of any rights to money due the Special Counsel under this Contract must be delivered to the attention of Metropolitan Government's Chief Accountant, Division of Accounts, Department of Finance, P.O. Box 196300, Nashville, Tennessee 37219-6300, with a copy to the recipient for Metropolitan Government notices listed below.

a) Special Counsel designates the following as the Special Counsel's agent for service of process, and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Lieff, Cabraser, Heimann & Bernstein
Attention: Mark P. Chalos
Address: 150 Fourth Avenue North
Suite #1650
Nashville, TN 37219

23. Entire Contract. This Contract sets forth the entire agreement between the parties with

respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

24. Force Majeure. No party shall have any liability to the other hereunder by reasons of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by the force majeure, meaning any act of God, storm, fire casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar nature beyond its control.

25. Governing Law and Venue. The laws of the State of Tennessee shall govern the validity, construction, and effect of this Contract and any and all extensions and/or modifications. Tennessee law shall govern regardless of any language in any attachment or other documents that the Special Counsel may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

26. Severability. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

27. Effective Date. This Contract shall not be binding upon the parties until it has been signed first by the Special Counsel, then by the authorized representatives of the Metropolitan Government, and finally has been approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

28. Confidentiality. Special Counsel understands and agrees that the services provided under this Contract are in contemplation of litigation and all information, documents, and any other materials provided, obtained, discovered, or produced in the performance of this Contract are to be held in confidence unless the Director of Law, on behalf of the Metropolitan Government, states otherwise.

29. Taxes. Metropolitan Government shall not be responsible for any taxes that are imposed on Special Counsel. Furthermore, Special Counsel understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Metropolitan Government.

30. Indemnification. Metropolitan Government will not indemnify, defend, or hold harmless in any fashion Special Counsel, law firms associated by the Special Counsel, or any consultant hired by the Special Counsel, from any claims, regardless of any language in any attachment or other document that the Special Counsel, law firms associated by the Special Counsel or consultants hired by the Special Counsel, may provide. Special Counsel shall hold the Metropolitan Government, its officials, board members, officers, agents and employees harmless and indemnify it, or them, for any cost, including cost of defense, fees (including attorney fees), fines or damages against it or them arising out of this Contract. Special Counsel shall indemnify and hold harmless the indemnitees for their own alleged misconduct, whether negligent, intentional, or malicious, whether alleged to have been caused solely by the Metropolitan Government and or in conjunction with actions or omissions of the Special Counsel, law firms associated by the Special Counsel, or any consultant hired by the Special Counsel; provided such

actions or omissions of the Metropolitan Government or its officials, board members, officers, agents or employees arises out of, or are in anyway related to, this Contract. The obligations of this paragraph shall survive termination of the Contract.

31. Attorney Fees To Enforce Contract. Special Counsel agrees that in the event either party takes legal action to enforce any provision of the Contract or to obtain a remedy for any breach of this Contract, and in the event the Metropolitan Government prevails in such action, Special Counsel shall pay all expenses of such action incurred at any and all stages of the litigation, including costs and reasonable attorney fees for the Metropolitan Government.

32. Monitoring. The Special Counsel's activities, conduct and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Metropolitan Government, Metropolitan Government's Internal Audit Division, and their duly appointed representatives.

33. Non-Discrimination. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Metropolitan Government's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Metropolitan Government or in the employment practices of Metropolitan Government's contractors. Special Counsel certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all Proposers entering into contracts with the Metropolitan Government shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

34. Insurance and Letters of Credit. Special Counsel shall obtain insurance and letters of credit as follows:

a. Insurance

1) Professional Liability Insurance. Special Counsel shall maintain one million dollars of professional liability insurance if defense cost are uncapped and do not waste the limits of the policy; two million if defense cost are capped and waste the limits of the policy.

2) Certificates of Insurance and Policies. Prior to executing the Contract, Special Counsel shall provide the Director of Law certificates of insurance indicating that Special Counsel has procured the insurance required. Within sixty days of executing this Contract, Special Counsel shall provide the Director of Law a certified copy of the professional liability policy satisfactory to the Director of Law. Special Counsel shall maintain the required insurance in full force and effect until the statute of limitations have expired on all potential claims arising out of, or in any way related to, this Contract. Special Counsel shall provide the Director of Law proof of renewal of the insurance policies sixty days before their lapse. Failure to provide a satisfactory insurance policy within 60 days of executing the Contract or failure to

maintain the required insurance in full force and effect, is a breach of this Contract.

b. Letters Of Credit

1) Special Counsel shall provide irrevocable standby letters of credit in the aggregate amount of \$10,000,000.00 to guaranty that financial resources will be available to fulfill Special Counsel's indemnity obligations under Paragraph 30. of the Contract. The beneficiaries of the letters of credit shall be the Director of Law, Deputy Director of Law, and the Associate Director of Law and the Metropolitan Attorney assigned to litigation arising out of this Contract. The irrevocable standby letters of credit shall be in the amount of \$2,500,000.00 each and shall be transferable among the beneficiaries. The letters of credit shall comply with all statutory requirements and shall be satisfactory to the Director of Law as to form and manner of execution.

2) Special Counsel shall maintain the letters of credit in full force and effect until the statute of limitations have expired on all potential claims arising out of, or in any way related to, this Contract. Special Counsel shall provide the Director of Law proof of renewal of the letters of credit sixty days before their lapse. Failure to renew the letters of credit is a breach of this Contract. The letters of credit shall contain an auto-renewal clause.

3) The letters of credit shall be issued by a commercial bank acceptable to the Director of Law and shall be:

- (a) issued or confirmed by a financial institution located in Davidson County, Tennessee, or an adjoining county that is chartered under the laws of the United States or any State thereof or the District of Columbia, and which is insured by the Federal Deposit Insurance Corporation; and,
- (b) whose long-term, unsecured and unsubordinated debt obligations are rated in the highest category by at least two of Fitch Ratings Ltd. (Fitch), Moody's Investors Service, Inc. (Moody's) and Standard & Poor's Ratings Services (S&P) or their respective successors (the Rating Agencies) (which shall mean AAA from Fitch, AAA from Moody's and AAA from Standard & Poor's); and,
- (c) which has a short term deposit rating in the highest category from at least two Rating Agencies (which shall mean F1 from Fitch, P-1 from Moody's and A-1 from S&P).

If at any time these requirements for the issuer bank are not met, or if the financial condition of such issuer bank changes in any other materially adverse way, as determined by the Director of Law in his sole discretion, then Special Counsel shall, within seven days of written notice from the Director of Law, deliver to the Director of Law replacement letters of credit which meet the requirements of this Contract. Special Counsel's failure to do so shall constitute a breach of the Contract. In the

event of such breach, the beneficiaries of the letters of credit shall have the right to present a draw under the existing letters of credit for payment and to hold the proceeds thereof.

4) In the event that an issuer of any letter of credit held by the beneficiaries becomes insolvent or is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, or if a trustee, receiver or liquidator is appointed for the issuer bank, then, effective as of the date of such occurrence, said letters of credit shall be deemed to not meet the requirements of this paragraph of the Contract, and then Special Counsel shall within seven days of written notice from the Director of Law deliver to the Director of Law replacement letters of credit which meet the requirements of this Contract. Special Counsel's failure to do so shall constitute a breach of the Contract. In the event of such breach, the beneficiaries of the letters of credit shall have the right to present a draw under the existing letters of credit for payment and to hold the proceeds thereof.

5) Special Counsel shall provide the letters of credit once:

1) Special Counsel's existing line of credit is reduced to within \$10,000,000 of its available credit line; or

2) A defendant manufacturer or distributor of prescription opioids, sued by the Metropolitan Government pursuant to this Contract, brings suit against the Metropolitan Government, or one of the Metropolitan Government's officials, board members, officers, agents or employees;

whichever event occurs first.

6) Special Counsel may meet its obligations under this section by other means acceptable to the Director of Law in his/her sole discretion.

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SIGNATURE PAGE
of
CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
Lieff, Cabraser, Heimann & Bernstein, LLP
FOR
LEGAL SERVICES

THE DEPARTMENT OF LAW OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Lieff, Cabraser, Heimann
& Bernstein, LLP:

Jon Cooper
Director of Law

94-2262491
Federal Tax ID

APPROVED AS TO AVAILABILITY OF
FUNDS:

By: M.P. Charles
Mark P. Charles
(print name)

Monica Woodruff
Director of Finance

Title: Partner

APPROVED AS TO RISK AND
INSURANCE

Date: 11/6/17

B.C. Cull
Director of Insurance

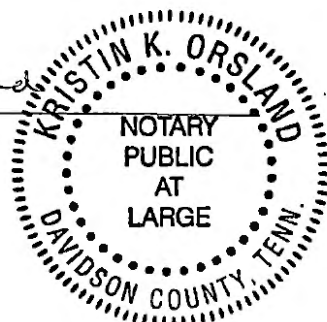
Sworn to and subscribed before me, a Notary
Public, this 6th day of November, 2017

My Commission Expires: 11/5/2019

APPROVED AS TO FORM AND
LEGALITY:

Jane Z. Charles
Metropolitan Attorney

Kristin K. Orsland



FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

[Signature] RS2017-966
Date: DEC 20 2017