
THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

RESOLUTION
NO. 2018-R-010

**A RESOLUTON APPROVING A RETENTION AGREEMENT WITH
EDELSON PC AND PJM CHICAGO, LLC FOR LEGAL SERVICES
PERTAINING TO OPIOID LITIGATION**

JACOB C. VANDENBERG, President
KRISTIN A THIRION, Village Clerk

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
MICHAEL J. MANGIN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Law Offices of Peterson, Johnson, & Murray—Chicago, Village Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606

VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

RESOLUTION NO. 2018-R-010

**A RESOLUTION APPROVING A RETENTION AGREEMENT WITH
EDELSON PC AND PJM CHICAGO, LLC FOR LEGAL SERVICES
PERTAINING TO OPIOID LITIGATION**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) desires to enter into a Retention Agreement (“Retention Agreement”) with Edelson PC and Peterson, Johnson & Murray Chicago, LLC (collectively “Legal Counsel”) for legal services; and

WHEREAS, the Village has determined that it is necessary to obtain Legal Counsel to perform certain legal services including but not limited to, representation, litigation, researching, drafting, rendering legal opinions, and advice (“Legal Services”); and

WHEREAS, Legal Counsel is ready, willing, and able to provide Legal Services to the full satisfaction of the Village; and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interest of the Village and its residents to enter into a Retention Agreement with Legal Counsel for Legal Services.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees hereby approve the Retention Agreement with Legal Counsel for Legal Services in form attached hereto as Exhibit 1, and the Village President and/or Village Manager are hereby authorized to execute said Retention Agreement, subject to review and revision as to form by the Village Attorney.

SIGNED AND APPROVED this 20th day of February, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin


NAYS: None

ABSENT: None

APPROVED THIS 20th day of February, 2018



VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-010 “A RESOLUTON APPROVING A RETENTION AGREEMENT WITH EDELSON PC AND PJM CHICAGO, LLC FOR LEGAL SERVICES PERTAINING TO OPIOID LITIGATION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 20, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of February, 2018.



KRISTIN A. THIRION, VILLAGE CLERK

Edelson PC

350 North LaSalle Street, 13th Floor, Chicago, Illinois 60654
t 312.589.6370 f 312.589.6378 www.edelson.com

February 15, 2018

HON. JACOB VANDENBERG
The Village of Tinley Park
16250 South Oak Park Ave.
Tinley Park, Illinois 60477

Re: Retention Agreement

Dear Mayor Vandenberg:

On behalf of Edelson PC (“EPC”) and Peterson, Johnson & Murray Chicago LLC, we would like to take this opportunity to thank you again for selecting our firm to represent the Village of Tinley Park (“Village”) with respect to its recovery efforts against the opioid manufacturers, distributors, and other related parties, whether through litigation, regulatory changes, or legislative efforts (the “Opioid Matter”). This letter details the scope of EPC’s representation of the Village, as well as the method of compensation for such representation. By signing this retention agreement, you will have retained the law firm of Edelson PC as well as such attorneys as may work with us to represent you in the aforementioned matter.

1. Client; Scope of Representation

EPC will represent the Village in its investigation into, and the potential litigation of, the Opioid Matter. The representation shall also include, as needed, providing advice to the Village, Village Council and other Village governmental entities with respect to such investigation and litigation.

2. Opinions

Any beliefs or opinions that we express about the Village’s claims, various courses of action, or anticipated results are only our best professional estimates. They are necessarily limited by our knowledge of the relevant facts at the time the opinions are expressed and the law then in effect. Nothing in EPC’s engagement with the Village should be construed as a promise or guarantee of any particular outcome.

3. Compensation

If we do file suit on behalf of the Village, we will represent you on a contingent fee basis. The Village shall have no obligation to pay EPC attorneys’ fees or expenses unless the Village achieves a recovery, settlement, and/or judgment in the Opioid Matter. In the event that the Village achieves a recovery, settlement, or judgment in the Opioid Matter, the Village agrees that Edelson PC will be entitled to recover attorneys’ fees according to the following schedule:

Edelson PC

- 23% of the net recovery if the matter is resolved pre-complaint.
- 28% of the net recovery if the matter is resolved after the complaint is filed but before summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).
- 32% of the net recovery if the matter is resolved after summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).

These calculations shall apply if the Village achieves any recovery, settlement, and/or judgment in the Opioid Matter in any form of proceeding or process. It is also understood that for its role, Peterson, Johnson & Murray Chicago LLC will receive as reasonable attorney fees an amount equal to thirty percent (30%) of the net attorneys' fees recovered by EPC on account of the Village's claims. You also agree, that to the extent there is a recovery, that you will reimburse EPC all reasonable costs.¹ If the Village does not achieve any recovery, the Village will not be responsible for any costs or attorneys' fees.

4. Staffing

Although EPC reserves the right to staff all matters as we see fit, we intend to assign at least the following attorneys to this matter: Jay Edelson, Rafey Balabanian, Benjamin Richman, and Ari Scharg. Additionally, from Peterson, Johnson & Murray Chicago LLC, Paul O'Grady will participate. You understand that we may determine to associate with other attorneys to more efficiently and effectively represent the Village in this matter and that we may share a percentage of any attorneys' fees awarded and/or costs and expenses reimbursed with such attorneys. Prior to doing so, we will inform the Village of the same.

5. Confidentiality and Evidence Preservation

Should litigation in this matter ensue, the Village understands that it may have to produce evidence to support its claims. We understand that the Village may object to the opposing party's unchecked access to its information. We will vigorously oppose the production of any irrelevant information and seek protective orders that limit any defendant's access to any evidence that contains confidential information (including attorney-client communications). All information, documents, records, reports, data or other materials furnished by the Village to EPC or other such information, documents, records, data or other materials to which EPC has access during the course of rendering services pursuant to this retention agreement that are deemed confidential shall be treated as such and shall remain the

¹ The costs shall include, without limitation: client expenses, travel costs, court costs, fees and expenses of consulting and testifying experts, court reporters, videographers, deposition and transcription costs, external document reproduction, coding and organization services, meeting expenses, travel expenses of experts, investigative services, jury consultants, costs of photography, exhibits, and graphic design or other media used to present or illuminate evidence or argument. EPC will seek the Village's prior approval for any costs that exceed five thousand US dollars (\$5,000). Finally, we do not charge clients for in-house copying, long distance telephone calls, or in-service Westlaw/LEXIS charges.

Edelson PC

property of the Village. EPC shall not make oral or written disclosure of any confidential information (other than as necessary for its performance under this retention agreement) without the prior written approval of the Village.

Please be reminded that in order to protect the confidentiality of both the Village's communications with us and our advice to the Village under the attorney-client privilege, it is important that the Village not divulge sensitive information to anyone who is not within the protection of the privilege.

Please also understand that the Village has an obligation to preserve evidence, including electronic evidence such as its electronic communications with third parties. The Village must preserve evidence that common sense would dictate is relevant to the claims and defenses in question. We should communicate prior to the Village destroying or disposing of any evidence that might be relevant to the matter. The Village should also suspend any routine document destruction policies that it has in place and refrain from implementing new document destruction policies while the matter is ongoing.

6. Term of Engagement

EPC will endeavor to represent the Village promptly and efficiently, and we anticipate a mutually satisfactory relationship. The Village, however, has the right to terminate EPC's services upon written notice at any time. EPC also has the right to terminate its services upon written notice, if it discovers that the Village has misrepresented or failed to disclose material facts to us, if it fails to cooperate with a reasonable request, or in the event EPC determines, in its sole discretion, that continuing services on behalf of the Village would create a conflict of interest or be illegal, unethical, impractical, improper or otherwise inappropriate. Following such termination, any otherwise non-public information the Village has supplied to EPC that is retained by us will be kept confidential in accordance with applicable rules of professional responsibility or returned to the Village as the parties hereto may agree in writing.

7. Conflict

EPC may represent other governmental entities (which could include municipalities, counties, and states) and private parties (which could include unions and self-insured companies) in opioid related litigation. While each matter will be brought as a separate suit or through separate claims, EPC will be seeking the maximum amount for each client from a finite pool of money. In the event of global or aggregate settlement discussions, you will be informed of all material terms of any such settlement, including what other EPC clients will receive if the settlement is accepted. In the unlikely event that any actual or potential conflicts do later emerge about the division of such monies or other conflicts, EPC will, at its own cost, bring in independent attorneys to represent each parties' interests.

8. Binding Nature of Agreement; Choice of Law; Lien and Termination

This retention agreement is meant to bind and benefit the heirs and successors of each of the parties to this agreement.

Edelson PC

This retention agreement shall be construed in accordance with the laws of the state of Illinois, without regard to rules governing conflicts of law.

The Village hereby grants EPC a lien on any claims, causes of action, or recovery that it obtains, whether through settlement, judgment or otherwise, relating to the Opioid Matter. In the event that either party terminates this retention agreement, EPC will be entitled to enforce the lien against any net recovery ultimately obtained by the Village related to the Opioid Matter, according to the following schedule:

- A lien on 10% of the net recovery vests upon execution of this agreement.
- An additional 5% vests upon the filing of the complaint.
- An additional 5% vests upon the completion of pleadings motions in this suit or in any related consolidated proceeding.
- An additional 5% percent vests upon the completion of summary judgment briefing in this suit or in any related consolidated proceeding.

If you have any questions about the terms of this retention agreement, please do not hesitate to contact me. On behalf of EPC, we look forward to working with you on this matter.

Sincerely,

EDELSON PC



Ari J. Scharg

PETERSON, JOHNSON & MURRAY CHICAGO LLC

Paul O'Grady

Agreed to by:

Village of Tinley Park

By (signature):



Name (printed): Jacob Vandenberg

Its (title): Village President

Dated: February 20, 2018