

City of Fayetteville Staff Review Form

2019-0024

Legistar File ID

1/15/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

City Attorney Kit Williams

1/3/2019

CITY ATTORNEY (021)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution recognizing the opioid epidemic in the United States and in Arkansas and to authorize Mayor Jordan to sign an agreement with the Thrash Law Firm of Little Rock to represent the City of Fayetteville in litigation against the entities and people responsible for the opioid epidemic.

Budget Impact:

Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u>No</u>	Item Cost
Budget Adjustment Attached? <u>NA</u>	Budget Adjustment
	Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

THRASH LAW FIRM, P.A.
1101 Garland Street
Little Rock, AR 72201

Thomas P. Thrash
tomthrash@thrashlawfirm.com

Telephone: 501-374-1058
Facsimile: 501-374-2222

January 2, 2019

Mayor Lioneld Jordan
c/o Kit Williams
City of Fayetteville

**Re: *State of Arkansas, ex. rel. Scott Ellington, Second Judicial Circuit
Prosecuting Attorney, et al v. Purdue Pharma, L.P., et. al.
Crittenden County Circuit Court – Case No. CV-2018-268***

Dear Mayor Jordan:

Please allow this letter to confirm your request that we represent the City of Fayetteville, individually against *Purdue Pharma L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Watson Pharma, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc., Vintage Pharmaceuticals, LLC, INSYS Therapeutics, Inc., Mallinckrodt, PLC, Mallinckrodt Pharmaceuticals, Mylan Pharmaceuticals, Inc., SUN Pharmaceuticals Industries, Inc., Aurobindo Pharma USA, Inc., Aurolife Pharma, LLC, Lupin Pharmaceuticals, Inc., Collegium Pharmaceutical, Inc., Biodelivery Sciences International, Inc., Shionogi, Inc., Abbvie, Inc., Abbott Laboratories, Inc., Pernix Therapeutics Holdings, Inc., Daiichi Sankyo, Inc., Forest Laboratories, Inc., Forest Pharmaceuticals, Inc., Mayne Pharma, Inc., Apotex, Inc., West-Ward Pharmaceuticals Corp., Gemini Laboratories, LLC, Poly-Pharmaceuticals, Inc., Akorn, Inc., Valeant Pharmaceuticals North America, LLC, ECR Pharmaceuticals, Inc., Depomed, Inc., Validus Pharmaceuticals, LLC, Egalet Corporation, Vernalis Therapeutics, Inc., UCB Pharma, Inc., Xanodyne Pharmaceuticals, Inc., Verical Pharmaceuticals, Inc., Sentyln Therapeutics, Inc., Rhodes Technologies, Inc., Rhodes Technologies, L.P., Sandox, Inc., Amerisourcebergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation, Linden Care, LLC, KJ Medical Management, LLC, CJN Pharmacy Services, LLC, Perry County Food & Drug, Inc., Mahmood Ahmad, M.D., United Pain Care, LTD; Shawn Michael Brooks, M.D., Kristen Holland, Richard Duane Johns, and Christopher Watson in the above-referenced case. Your execution and approval of this *Letter of Agreement* will represent our authority to proceed with the above-described litigation.*

You will not be responsible for any attorneys' fees or expenses. We have agreed that we will represent you on a contingency fee basis. We will receive thirty-three and one-third percent (33 1/3%) of the gross recovery, including any recovery of attorneys' fees, plus expenses. Expenses include, but are not limited to: litigation expenses, filing fees, expert witness fees, court reporter expenses, investigation expenses, photocopies, postage, telephone charges, travel expenses and other similar expenses. We will advance all expenses and deduct the expenses from any recovery in this case.

If this accurately represents our agreement, please acknowledge your approval by your signature below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Thrash".

Thomas P. Thrash

APPROVED AND AGREED TO:

Mayor Lioneld Jordan
City of Fayetteville