



RETAINER AGREEMENT

This agreement is made between Branstetter, Stranch & Jennings, PLLC, and Bryant Dunaway, District Attorney for the 13th Judicial District, hereafter referred to as "Attorneys," and the City of Crossville, Tennessee. The terms of our representation are as follows:

Services to be Rendered:

The legal services to be provided under this agreement are as follows:

1. Representation in a lawsuit relating to the opioid crisis in Tennessee, filed in Cumberland County and any other opioid-related lawsuits filed on behalf of City of Crossville, Tennessee.
2. Attorneys will make best efforts in the representation and shall adhere to the Tennessee Rules of Professional Conduct in all respects.

Cost of Services:

The costs of services to be provided under this agreement are as follows:

1. Attorneys will advance all litigation costs. Client has no obligation to reimburse attorneys for any costs of litigation, unless successful. Attorneys have the right to petition the court for the reimbursement of any costs associated with the litigation.
2. Attorneys have the right to petition the court, if successful, for attorneys' fees on the basis of fee reversal, fee shifting, or fees pursuant to a common fund. Attorneys will make every effort to avoid a contingency fee situation, but in the case of a lump sum settlement, Attorneys will be entitled to 25% of total recovery plus costs advanced in the litigation. District Attorney Bryant Dunaway will not take a fee or otherwise be compensated for his time.

Risk of Legal Action:

It is impossible to predict the result of a legal action. Client recognizes that Attorneys cannot guarantee a favorable result in this case.

Client:

Firm:

Date

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