

(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).

SPECIAL MEETING – CITY COUNCIL

-FEBRUARY 15, 2018 -

A Special meeting of the City Council was called held on Thursday, February 15, 2018 in the Council Chambers, 869 Park Ave., Cranston, Rhode Island.

The meeting was called to order at 7:30 P.M. by Council President Farina.

Roll call showed the following members present: Councilmen Lanni, Hopkins, Stycos, McAuley, Archetto, Colford, Paplauskas, Council Vice-President Favicchio and Council President Farina -9.

Also Present: Carlos Lopez, Chief of Staff; John Verdecchia, Assistant City Solicitor.

-FEBRUARY 15, 2018 -

**CALL OF SPECIAL MEETING
OF THE CITY COUNCIL**

In Accordance with Section 3.07 and 14.17 of the Home Rule Charter and Section 2.04.060 of the City Code, I hereby call a special meeting of the City Council to be held on:

**Thursday, February 15, 2018 at 7:30 p.m.
Council Chamber
869 Park Avenue
Cranston, R.I. 02910**

Executive Session pursuant to R.I.G.L. Sec. 42-46-5(a)(2), Potential Litigation

Cranston's joining the Opioid Law Suit and approval of counsel's fee agreement
[\[click to view Retainer Agreement\]](#)

I hereby request the City Clerk to notify all Council members of the Call of the special meeting.

Executed at Cranston, Rhode Island, this 13th day of February, 2018

/s/ Allan W. Fung, Mayor

-FEBRUARY 15, 2018 -

CERTIFICATION

I hereby certify that a true copy of the attached Notice of a Special meeting of the City Council to be held on, Thursday, February 15, 201 @ 7:30 p.m. in the Cranston City Hall, Council Chambers, 869 Park Ave., Cranston, R.I. was delivered via electronic mail on the 13th day of February, 2018 to the addresses listed below.

Council President Michael J Farina
dukefarina@cs.com

Council Vice-President Michael W. Favicchio
mike@favilaw.com

Councilman John E. Lanni, Jr.
John.lanni@yahoo.com

Councilman Kenneth J. Hopkins
Khopkins7878@gmail.com

Councilman Steven A. Stycos
sstycos26@gmail.com

Councilman Paul J. McAuley
PJMCAULEY@yahoo.com

Councilman Paul Archetto
Parchetto@ccri.edu

Councilman Trent M. Colford, Sr.
tcolford@teamhamra.com

Councilman Christopher Paplauskas
chrispaplauskas@gmail.com

/s/ Rosalba Zanni
Assistant City Clerk/Clerk of Committees

-FEBRUARY 15, 2018 -

Council President Farina stated that since he is employed by CVS, he will recuse from any vote or comments on this issue and handed the meeting over to Council Vice-President Favicchio.

On motion by Councilman McAuley, seconded by Councilman Colford, it was voted to go into Executive Session pursuant to RIGL 42-46-5(a)(2) Potential Litigation. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Lanni, Hopkins, Stycos, McAuley, Archetto, Colford, Paplauskas, Council Vice-President Favicchio and Council President Farina -9.

The meeting went into Executive Session at 7:32 P.M.

Present in Executive Session: Councilmen Lanni, Hopkins, Stycos, McAuley, Archetto, Colford, Paplauskas and Council Vice-President Favicchio; Carlos Lopez, Chief of Staff; John Verdecchia, Assistant City Solicitor; Rosalba Zanni, Assistant City Clerk/Clerk of Committees.

On motion by Councilman Colford, seconded by Councilman Paplauskas, it was voted to come out of Executive Session. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Lanni, Hopkins, Stycos, McAuley, Archetto, Colford, Paplauskas, Council Vice-President Favicchio and Council President Farina -9.

The meeting came out of Executive Session at 8:05 P.M.

On motion by Councilman Paplauskas, seconded by Councilman Lanni, it was voted to seal the minutes of Executive Session. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilmen Lanni, Hopkins, Stycos, McAuley, Archetto, Colford, Paplauskas, Council Vice-President Favicchio and Council President Farina -9.

The meeting adjourned at 8:05 P.M.

Rosalba Zanni
Assistant City Clerk/Clerk of Committees

LEGAL SERVICES AGREEMENT

RE: City of Cranston, Rhode Island civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The City of Cranston, Rhode Island (hereinafter "CLIENT") hereby retains outside counsel, pursuant to the Rhode Island Disciplinary Rules of Professional Conduct, on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Cranston, Rhode Island, including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. CLIENT consents to the participation of the following firms (hereinafter "FIRMS"):

HAMEL, WAXLER, ALLEN & COLLINS
395 Smith Street
Providence, Rhode Island

THE LAW OFFICE OF LUCAS MAGAZINE, PLLC
8606 Government Drive
New Port Richey, Florida

BARON & BUDD, PC
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

MCHUGH FULLER LAW GROUP
97 Elias Whiddon Road
Hattiesburg, Mississippi

POWELL & MAJESTRO, PLLC
405 Capitol Street, P-1200
Charleston, West Virginia

Legal Services Agreement

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In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed fifty percent (50%) of the gross recovery. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The FIRMS shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the FIRMS regarding the definition of a "successful recovery."

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. The CLIENT agrees to compensate the Firm, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 30% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds

Legal Services Agreement

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unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the FIRMS will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Rhode Island Disciplinary Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation of the CLIENT in writing; (2) the CLIENT is advised of the share that each lawyer is to receive and does not object to the participation of all the lawyers involved; and (3) the total fee is reasonable.

The FIRMS shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, the FIRMS shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the Rhode Island Disciplinary Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the FIRMS' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The FIRMS make no such promises or guarantees. FIRMS' comments about the outcome of this matter are expressions of opinion only and the FIRMS make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

Legal Services Agreement

SIGNED, this _____ day of _____, 2018.

Allan Fung
Mayor
City of Cranston
869 Park Avenue
Cranston, RI 02910

Accepted:

By: _____
Eva-Marie Mancuso, Esq., Hamel, Waxler, Allen & Collins

Date: _____

By: _____
Archie Lamb, Esq., Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA

Date: _____