

NOTICE TO THE PUBLIC
PURSUANT TO SECTION 2254.1036 OF THE
TEXAS GOVERNMENT CODE RELATING TO
CONTINGENCY FEE AGREEMENTS:

Notice is hereby given pursuant to section 2254.1036 of the Texas Government Code relating to a contingency fee agreement. This notice is posted with the Nueces County Clerk's Office and is also attached to the agenda item on the Nueces County Commissioners Court agenda for Wednesday, September 9, 2020.

The relevant portion of section 2254.1036 of the Texas Government Code reads as follows:

A political subdivision may enter into a contingent fee contract for legal services only if the political subdivision:

(1) before or at the time of giving the written notice required by Section 551.041 (Notice of Meeting Required) for a meeting described by Subdivision (2), also provides written notice to the public stating:

(A) the reasons for pursuing the matter that is the subject of the legal services for which the attorney or law firm would be retained and the desired outcome of pursuing the matter;

File such claims and litigation as the County Attorney deems necessary against Eli Lilly and Company, Novo Nordisk, Inc., Sanofi-Aventis U.S., LLC., Express Scripts Holding Company; Express Scripts, Inc., ESI Mail Pharmacy Services, Inc., Express Scripts Pharmacy, Inc., CVS Health Corporation, Caremark RX, LLC., Caremark PCS Health, LLC., Caremark, LLC., Caremark Texas Mail Pharmacy, LLC., Optum Inc., OptumRx, Inc., Aetna Rx Homedelivery LLC., Aetna Pharmacy Management Services, LLC., and their corporate affiliates, parents, and subsidiaries, and such other defendants as may be joined or added to the litigation (collectively "Defendants"). The lawsuit concerns the Defendants causing or contributing to the rising prices of diabetes medications, and may include claims for violations of Texas DTPA, Texas Insurance Code, breach of contract, common law Fraud and/or negligent misrepresentation, breach of fiduciary duty, unjust enrichment, RICO, federal and state antitrust laws and any other potentially applicable common law or statutory causes of action.

The desired outcome is to obtain a judgment against the Defendants.

(B) the competence, qualifications, and experience demonstrated by the attorney or law firm selected under Section 2254.1032 (Political Subdivision: Selection of Provider);

The team we retained includes counsel who are currently representing Nueces County on other pharmaceutical litigation, Richard Schechter, P.C., and counsel who have already filed suit on behalf of Harris County against the insulin manufacturers and the pharmacy benefit managers, Richard Schechter, P.C. and Joanne Cicala, P.C. We did not see any advantage in re-inventing the wheel. Additionally, we retained a respected local law firm that has

handled significant pharmaceutical litigation to serve as lead counsel, Kathryn Snapka Law Firm.

(C) the nature of any relationship, including the beginning of the relationship, between the political subdivision or governing body and the attorney or law firm selected under Section 2254.1032 (Political Subdivision: Selection of Provider);

Nueces County has previously hired Attorney Richard Schechter to handle the opioid litigation under a separate contingency agreement. Attorney Kathryn Snapka is local attorney that has previously represented Nueces County in other matters and has significant experience in pharmaceutical litigation. She is serving in the capacity as lead counsel in this matter.

(D) the reasons the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision;

The legal services cannot be adequately performed by the attorneys and supporting personnel of Nueces County or by the attorneys and supporting personnel of another public agency because this type of litigation is very specific and complex.

(E) the reasons the legal services cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency; and

The legal services cannot reasonably be obtained by attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because Nueces County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

(F) the reasons entering into a contingent fee contract for legal services is in the best interest of the residents of the political subdivision; and

All fees to be paid to Special Counsel are contingent upon the recovery of attorney's fees and damages as provided for in the Agreement and no money shall be due or paid from the General Fund or any special fund under the Agreement.

(2) approves the contract in an open meeting called for the purpose of considering the matters listed in Subsection (a)(1).

This contract is on the September 9, 2020 Nueces County Commissioners Court meeting agenda for approval.