

AUTHORITY TO REPRESENT

RE: Gaston County civil suit against manufacturers and pharmacy benefit managers concerning the cost of insulin and other diabetes medications.

GASTON COUNTY, a political subdivision of NORTH CAROLINA, by and through its County Attorney, (hereinafter "CLIENT") hereby retains the law firm of GARRY WHITAKER LAW, P. C., pursuant to the North Carolina Rules of Professional Responsibility, on a contingent fee basis, to pursue ***all*** civil remedies against the manufacturers of insulin and other diabetes medications along with CVS Caremark, OptumRx, and Express Scripts in their roles as pharmacy benefit managers for their role in the intentional and deliberate overpricing of insulin and other diabetes medications which has caused significant financial harm to Client related to the payment of claims for these medications on behalf of its employees and others. GARRY WHITAKER of the law firm GARRY WHITAKER LAW, P. C, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

LEVIN, PAPANTONIO, RAFFERTY, PROCTOR, BUCHANAN,
O'BRIEN, BARR, MOUGEY P.A.
316 South Baylen Street
Pensacola, Florida

KOZYAK TROPIN & THROCKMORTON
2525 Ponce de Leon Blvd.
9th Floor
Coral Gables, Florida

SEEGER WEISS, LLP
55 Challenger Rd.
Ridgefield Park, New Jersey

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

GARRY WHITAKER LAW, PC
One North Marshall Street, Suite 350
Winston-Salem, North Carolina

In consideration, CLIENT agrees to pay twenty five percent (25%) of the total monetary 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 forty percent (40%) of the gross monetary recovery. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. CLIENT is not entering into litigation for the purpose of seeking non-monetary equitable resolution and does not place sufficient value on non-monetary equitable relief to warrant the expenditure of public funds to incur attorneys' fees and litigation expenses in the pursuit thereof. Attorneys agree to pursue all remedies, including non-monetary equitable resolution, at trial. **There is no fee if there is no monetary recovery.**

GARRY WHITAKER LAW, P. C and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all 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. All litigation expenses shall be subject to the following limitations: (a) expenses for which reimbursement is sought must be verified by attached receipts; (b) claims for mileage and meals cannot exceed the statutory allowance as provided for under IRS Rules , as amended; (c) any required lodging shall be reimbursed at the single-person rate; (d) any required car rentals shall be reimbursed at the standard-size vehicle rate; (e) common carrier travel shall be reimbursed at the coach class rate; (f) faxes shall not be reimbursed; (g) legal research costs (Lexis, Westlaw, etc.) shall be reimbursed at actual cost. **There is no reimbursement of litigation expenses if there is no monetary 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 services properly, the likelihood this employment will preclude other employment by the Attorneys, 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.

The division of fees, expenses and labor between the Attorneys 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 North Carolina 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 and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion

to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the North Carolina Rules of Professional Conduct; and (4) the total fee is *reasonable*.

LEAD COUNSEL 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, LEAD COUNSEL 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 Attorney's from the judgment or settlement involved, and, if applicable, the actual division of the attorneys' fees with a lawyer not in the same firm, as required in the North Carolina 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 Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

For purposes of litigation, notifications required between the CLIENT and the Attorney shall be to the following:

For the CLIENT: DAVID GOLDBERG, COUNTY ATTORNEY,
GASTON COUNTY

For the Attorneys: GARRY WHITAKER of GARRY WHITAKER
LAW, P. C.

If cause arises either party may terminate this Agreement prior to settlement or trial. If CLIENT terminates for Cause, CLIENT shall not be liable for the reimbursement of any costs or expenses. If Attorneys terminate for Cause, or CLIENT terminates without Cause, CLIENT shall be obligated to pay Attorneys all costs advanced prior to the notification of cancellation and any fee Attorneys may be entitled to in accordance with this Agreement upon resolution of the litigation. Cause shall include a material breach of this Agreement, action or conduct of Attorneys resulting in a finding of malpractice, bad faith, or the advancement of frivolous claims or defenses in connection with this engagement, or the failure or refusal of CLIENT to cooperate with Attorneys in the preparation and litigation of this

engagement.

The Attorneys understand that North Carolina law, may apply to the provisions of legal services pursuant to this Agreement, and the Attorneys agree to abide therewith at no additional cost to the CLIENT.

The Attorneys and all their employees, agents, and servants are, and will be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the CLIENT. All persons engaged in the Legal Services performed by the Attorneys pursuant to this Agreement will always, and in all places, be subject to the Attorney's supervision and control. The Attorneys must exercise direct control over the means and manner in which they and their employees, agents, and servants perform the Legal Services. The Attorneys do not have the power or authority to, and agrees that they will not attempt to, bind the CLIENT in any promise, agreement, or representation other than as specifically provided for in this Agreement. The Attorneys must at all times maintain insurance satisfying the requirements, attached hereto as Exhibit "A" to this document.

The Attorneys warrant and represent that all of their employees are treated equally during employment without regard to race color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

The Attorneys warrant and represent that they have and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services will be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the CLIENT or at its expense shall be kept confidential by the Attorneys and shall not be disclosed to any other party not subject to any confidentiality order in place in this litigation and/or the any consolidated Multidistrict Litigation (MDL), directly or indirectly, without the CLIENT'S prior written consent unless required by an order issued by a court or like authority of lawful jurisdictions.

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

The laws of the State of North Carolina shall govern this Agreement and the parties stipulate that venue shall be in North Carolina.

SIGNED, this _____ day of _____, 2024.

GASTON COUNTY

COUNTY MANAGER

The employment is hereby accepted upon the terms stated herein:

Garry Whitaker Law, P. C.

By _____

Garry Whitaker
Lead Counsel

_____ Date

EXHIBIT A
INSURANCE REQUIREMENTS

Professional Liability (Errors & Omissions) – The contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.