THE LAW OFFICES OF
TRAVIS R. WALKER, P.A.

May 22, 2019

VIA:HAND DELIVERY
The Honorable Kelli Glass Leighton
121 SW Flagler Ave
Stuart, Florida 34994

RE: Opioid Crisis Pharmaceutical Litigation Proposal to the City of Stuart

Dear Mayor:

This letter shall act as a proposal to the City of Stuart, Florida to hire The Law Offices of Travis R. Walker, P.A. to represent the City in litigation regarding the recovery of all costs incurred by it as a result of the opioid crisis currently ravaging the United States.

According to the National Institute of Drug Abuse "Every day, more than 90 Americans die after overdosing on opioids. The misuse of and addiction to opioids- including prescription pain relievers, heroin, and synthetic opioids such as fentanyl is a serious national crisis that affects public health as well as social and economic welfare. The Centers for Disease Control Prevention estimates that the total "economic burden" of prescription opioid misuse alone in the United States is $78.5 billion a year, including costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement."

The Law Offices of Travis R. Walker, P.A. currently represents thirty-two (32) Clerk of the Circuit Court, State of Florida offices. Travis Walker is well versed in Florida public records law, the inner working of local governments and governmental litigation. Travis is also involved in a number of pharmaceutical mass tort litigation projects including Xarelto MDL-2592 within which he serves on the Science Committee.

FEE ARRANGEMENTS

The Law Offices of Travis R. Walker, P.A. is prepared to finance the entire litigation, including all out of pocket expenses and disbursements, and handle the lawsuit on a contingent fee basis.

The Law Offices of Travis R. Walker, P.A. shall handle the entire litigation for a contingent fee of Twenty-Five (25%) Percent of the gross sum recovered, whether by suit or

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settlement. All costs and disbursements of the litigation will be paid by The Law Offices of Travis R. Walker, P.A. and are reimbursable at the end of the litigation only if we successfully prosecute this claim on behalf of the City, and then only out of the proceeds of any recovery or settlement.

The City shall not be responsible for any fees, costs or disbursements in the event the litigation is unsuccessful.

It is a privilege to have this opportunity and we look forward to working with you.

Sincerely,

_____
Travis R. Walker, Esquire

THE LAW OFFICES OF TRAVIS R. WALKER, P.A.

Agreed this ___,day of _____ 2019.

Stuart, Florida.

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

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STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have three business days by law and seven business days under this contract to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within seven business days of signing the contract. If you withdraw from the contract within the first seven business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the seven-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (800) 342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Signed this_____day of _____, 20__

THE LAW OFFICES OF TRAVIS R. WALKER, P.A. By:_____ Date:_____	CLIENTS By: Date:
CLIENTS By:_____ Date:_____	CLIENTS By:_____ Date:_____