

RESOLUTION

No 2017, 10, 01

Out-of-order

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 23th day of October, 2017.

RESOLUTION IN REF: AUTHORIZATION TO ALLOW JESSEE AND JESSEE, AND THE JESSEE LAW OFFICE, ATTORNEYS AT LAW, TO INSTITUTE A LAWSUIT AGAINST DISTRIBUTORS AND ANY OTHERS AS DEEMED NECESSARY, OF OPIOID DRUGS OR NARCOTICS

WHEREAS, an opioid epidemic has existed and presently exists in Hawkins County, Tennessee as a result of the abuse and overtaking of these medications; and

WHEREAS, this epidemic constitutes a hazard to the public health and safety of the citizens of Hawkins County, Tennessee and thus becomes a public nuisance; and

WHEREAS, the Hawkins County Board of Commissioners asserts that the County has suffered damages as result of the opioid abuse through hospital and medical costs, harm and injury to its citizens, and curtailment of employment thereby affecting the health and safety adversely of many of its citizens; and

WHEREAS, the Public Safety Committee is recommending this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Hawkins County Board of Commissioners hereby does authorize the Law Firm of Jessee and Jessee and the Jessee Law Office, Attorneys at Law, to institute legal action against the distributors, and any others as deemed necessary in the supply chain, in regard to the opioid drug issue that has become a nuance in Hawkins County, for the purpose of seeking damages which Hawkins County, Tennessee has and will suffer as setout aforesaid. This authorization is contingent upon the agreement to and execution attached herewith in the "Authority to Represent" by the Law Firm of Jessee and Jessee and the Jessee Law Firm, and the County Mayor which shall include, inter alia, that Jessee and Jessee shall be solely responsible for any and all expenses, discretionary expenses if same is award d by the court to the Defendants, as set out in the contract.

FURTHER, the commission agrees that the Law Firm of Jessee and Jessee and the Jessee Law Firm shall have a contingent fee of 33 1/3% of any amounts collected and be reimbursement their expenses, as set out in the contract. There is no fee in the event there is no award of damages.

See attached "Authority to Represent" agreement.

Introduced By Esq. Bob Palmer, Chrmn Public Safety Comm

Seconded By Esq. \_

Date Submitted 10-17-17

County Clerk [Signature]

By: \_\_\_\_\_

Chairman [Signature]

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

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## AUTHORITY TO REPRESENT

RE: Hawkins County Commission civil suit against those legally responsible for the wrongful distribution of opioids in Hawkins County and damages caused thereby.

The Hawkins County Commission is a public corporation which may sue and plead in its own name. The Hawkins County Commission is vested with the power all superintendence and administration of the internal police and fiscal affairs of Hawkins County. A county commission only has powers expressly conferred by the Tennessee Constitution and our State Legislature, or powers reasonably and necessarily implied for exercise of those expressed powers.

The Hawkins County Commission hereby retains Thomas Jessee, a member of the law firm of Thomas C. Jessee, LLC d/b/a Jessee & Jessee Attorneys and Crystal Jessee d/b/a Jessee Law Office to pursue all civil remedies against manufacturers and all entities in the chain of distribution and responsible for the opioid epidemic which is plaguing Hawkins County including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. At the request of the County Commission, the undersigned will not sue any locally owned and locally managed pharmacies. Thomas C. Jessee and Crystal G. Jessee shall serve as lead counsel.

In consideration, the Hawkins County Commission agrees to pay one third (33 1/3%) of the total recovery (gross) as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). There is no fee if there is no recovery. The Hawkins County Commission acknowledges that this fee is reasonable given the anticipated time and labor required, the novelty and difficulty of the questions involved, the skill requisite to perform the legal service properly, the likelihood that the acceptance of the particular employment will preclude other employment by the lawyers, and the experience, reputation, and ability of the lawyer or lawyers performing the service.

The law firms agree to advance all necessary litigation expenses necessary to prosecute these claims including any discretionary costs that may be taxed against the Client. All such litigation expenses 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 division of fees, expenses and labor between the law firms will be decided by private agreement between the law firms.

The Hawkins County Commission authorizes Thomas C. Jessee, LLC d/b/a Jessee & Jessee Attorneys and the Jessee Law Office to retain other counsel to participate in the just prosecution of this case. In no event will the fee charged be increased by the addition of other counsel and the division of such fees shall be determined by private agreement between the law firms. If the undersigned counsel does in fact retain other counsel to participate in the prosecution of this case, this contract will be amended to reflect the names of the counsel that will be working with the undersigned in this matter.

Thomas C. Jessee, LLC d/b/a Jessee & Jessee Attorneys and the Jessee Law Office shall keep the Hawkins County Commission 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 maintain absolute control of the litigation.

Upon conclusion of this matter, Thomas C. Jessee, LLC d/b/a Jessee & Jessee Attorneys and the Jessee Law Office shall provide the Hawkins County Commission with a written disbursement statement stating the outcome of the matter and, if there is a recovery, showing the remittance due to the client and the method of determination of the same before any monies are disbursed from the recovery.

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. The Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantees as to the outcome of any litigation, settlement or trial proceedings.

Client shall cooperate with the Attorneys by provided the Attorneys with access to key employees of Hawkins County government including the sheriff, chief jailer, and other employees for purposes of gathering sufficient information to determine the extent of the damage incurred by the existence of the public nuisance. The Client shall also cooperate in providing information on other programs in which the Client participates concerning drug addiction which would provide the Attorneys with information that would allow them to better describe the impact of the drug addiction on Hawkins County and the methodology that has been approached for dealing with the same that is already in place.

SIGNED, this \_\_\_\_\_ Day of \_\_\_\_\_, 2017.

**HAWKINS COUNTY COMMISSION**

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Accepted:

Thomas C. Jessee, LLC d/b/a Jessee & Jessee Attorneys

By: \_\_\_\_\_  
Thomas C. Jessee

Jessee Law Office

By: \_\_\_\_\_  
Crystal G. Jessee