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VILLAGE BOARD

June 17, 2019

President
Frank DeSimone

Board of Trustees

Rosa Campona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Pancola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

foia@awfirm.gs

Re: June 13, 2019 FOIA Request

Dear foia@awfirm.gs:

I am pleased to help you with your June 13, 2019 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on June 14, 2019. You requested copies of the items indicated below:

- "1. Any and all retainers/engagement agreements that Bensenville has entered into to pursue opioid litigation from January 1, 2017 to present.*
- 2. any and all itemized billing invoices during the same period, and documents sufficient to show any and all payments, by month during the same time, and the reasons for those payments."*

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-113-2018. (7 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-113-2018

**A RESOLUTION AUTHORIZING THE RETENTION OF EDELSON PC AS
SPECIAL LEGAL COUNSEL IN CONNECTION WITH LITIGATION
RELATED TO THE OPIOID CRISIS**

WHEREAS, the Board of Trustees (the “Board”) finds that there is an epidemic of opioid addictions, overdoses and deaths that presents a hazard to the public health and safety;

WHEREAS, the Board finds that the opioid epidemic has specifically impacted the Village of Bensenville and its citizens and has caused the Village of Bensenville to suffer a public nuisance and other injuries and damages;

WHEREAS, the Board is of the opinion that the opioid epidemic is directly related to the increasingly widespread misuse of powerful opioid medications;

WHEREAS, the Board is also of the opinion that the manufacturers and distributors of opioid medications caused the opioid epidemic through their unlawful acts and omissions, including, but not limited to, the false, deceptive and unfair marketing of prescription opioids and/or the illegal diversion and/or distribution of prescription opioids;

WHEREAS, the Board finds that the unlawful acts and omissions of the manufacturers and distributors of opioid medications has injured and damaged the Village of Bensenville and that the Village of Bensenville should file suit to abate the resulting public nuisance and to recover its injuries and damages;

WHEREAS, the Board is of the opinion, given the gravity and importance of the court proceedings authorized by this resolution, that special counsel should be employed to represent the Village of Bensenville;

WHEREAS, the Board is aware that this litigation may be filed locally in Illinois state court or in the centralized multidistrict opioid litigation that is proceeding in federal court in Cleveland, Ohio;

WHEREAS, the Board of the opinion that the interests of the Village of Bensenville will be advanced and protected through an action proceeding locally in state court in Illinois.

NOW THEREFORE, BE IT RESOLVED by the Board for the Village of Bensenville, Illinois as follows:

SECTION 1: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

SECTION 2: The Board hereby engages and employs Edelson PC ("Edelson") to represent the Village of Bensenville and aid the Village Attorney in the pursuit of claims against the manufacturers and/or distributors of natural, synthetic and semisynthetic opioid medications for those injuries and damages suffered by the Village of Bensenville as a result of the opioid epidemic and to abate the resulting public nuisance and hazard to the public health and safety.

SECTION 3: The Board hereby agrees to the terms and conditions set forth in the attached Fee Agreement with Edelson, which is attached hereto. The legal fees of any lawyers or firms representing the Village of Bensenville in this matter shall be paid from the contingency fee authorized by this resolution. The Board further authorizes the Village President to execute the attached Fee Agreement with Edelson PC on behalf of the Village of Bensenville.

SECTION 4: The Board hereby authorizes Edelson to file suit in a state court with jurisdiction over the matter and to pursue such claims and sources of recovery as Edelson deems necessary or appropriate.

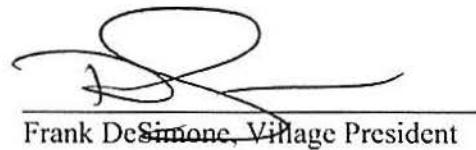
SECTION 5: If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

SECTION 6: All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

passage, approval and publication as provided by law.

PASSED and ADOPTED on this the 28th day of August, 2018.

Approved:



Frank DeSimone, Village President

Attest:



Nancy Quinn, Village Clerk

Ayes: Carmona, Franz, Jaworska, Lomax, Panicola

Nays: None

Absent: Perez

Edelson PC

350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654
t 312.589.6370 f 312.589.6378 www.edelson.com

April 30, 2018

VIA ELECTRONIC MAIL

Evan K. Summers
VILLAGE OF BENSENVILLE
Village Manager
12 South Center Street
Bensenville, IL 60106
ESummers@bensenville.il.us

Re: Retention Agreement

Dear Mr. Summers:

On behalf of Edelson PC ("EPC") and Ronald Serpico, PC, thank you for considering our firms to represent the Village of Bensenville ("Village") with respect to its recovery efforts against the opioid manufacturers, distributors, and other related parties, whether through litigation, regulatory changes, or legislative efforts (the "Opioid Matter"). This letter details the scope of our representation of the Village, as well as the method of compensation for such representation. By signing this retention agreement, you will have retained the law firm of Edelson PC and Ronald Serpico, PC, as well as such attorneys as may work with us to represent you in the aforementioned matter.

1. Client: Scope of Representation

EPC will represent the Village in its investigation into, and the potential litigation of, the Opioid Matter. The representation shall also include, as needed, providing advice to the Village, Village Board and other Village governmental entities with respect to such investigation and litigation.

2. Opinions

Any beliefs or opinions that we express about the Village's claims, various courses of action, or anticipated results are only our best professional estimates. They are necessarily limited by our knowledge of the relevant facts at the time the opinions are expressed and the law then in effect. Nothing in EPC's engagement with the Village should be construed as a promise or guarantee of any particular outcome.

3. Compensation

If we do file suit on behalf of the Village, we will represent you on a contingent fee basis. The Village shall have no obligation to pay EPC attorneys' fees or expenses unless the Village achieves a recovery, settlement, and/or judgment in the Opioid Matter. In the event that the Village achieves a recovery, settlement, or judgment in the Opioid Matter, the Village agrees that Edelson PC will be entitled to recover attorneys' fees according to the following

Chicago San Francisco

schedule:

- 23% of the net recovery if the matter is resolved pre-complaint.
- 28% of the net recovery if the matter is resolved after the complaint is filed but before summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).
- 32% of the net recovery if the matter is resolved after summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).

These calculations shall apply if the Village achieves any recovery, settlement, and/or judgment in the Opioid Matter in any form of proceeding or process. It is also understood that for its role, Ronald Serpico, PC will receive as reasonable attorney fees an amount equal to thirty percent (30%) out of (and not in addition to) the net attorneys' fees recovered by EPC on account of the Village's claims. You also agree, that to the extent there is a recovery, that you will reimburse EPC all reasonable costs.¹ If the Village does not achieve any recovery, the Village will not be responsible for any costs or attorneys' fees.

4. Staffing

Although EPC reserves the right to staff all matters as we see fit, we intend to assign at least the following attorneys to this matter: Jay Edelson, Eve-Lynn Rapp, Rafev Balabanian, Benjamin Richman, Ari Scharg, David Mindell, and Alfred K. Murray II. Additionally, from Ronald Serpico, PC, Ronald Serpico will participate. You understand that we may determine to associate with other attorneys to more efficiently and effectively represent the Village in this matter and that we may share a percentage of any attorneys' fees awarded and/or costs and expenses reimbursed with such attorneys. Prior to doing so, we will inform the Village of the same.

5. Confidentiality and Evidence Preservation

Should litigation in this matter ensue, the Village understands that it may have to produce evidence to supports its claims. We understand that the Village may object to the opposing party's unchecked access to its information. We will vigorously oppose the production of any irrelevant information and seek protective orders that limit any defendant's access to any evidence that contains confidential information (including attorney-client

¹ The costs shall include, without limitation: client expenses, travel costs, court costs, fees and expenses of consulting and testifying experts, court reporters, videographers, deposition and transcription costs, external document reproduction, coding and organization services, meeting expenses, travel expenses of experts, investigative services, jury consultants, costs of photography, exhibits, and graphic design or other media used to present or illuminate evidence or argument. EPC will seek the Village's prior approval for any costs that exceed five thousand US dollars (\$5,000). Finally, we do not charge clients for in-house copying, long distance telephone calls, or in-service Westlaw/LEXIS charges. In no event will EPC's attorneys' fees and costs exceed any total recovery by the Village in this action.

communications). All information, documents, records, reports, data or other materials furnished by the Village to EPC or other such information, documents, records, data or other materials to which EPC has access during the course of rendering services pursuant to this retention agreement that are deemed confidential shall be treated as such and shall remain the property of the Village. EPC shall not make oral or written disclosure of any confidential information (other than as necessary for its performance under this retention agreement) without the prior written approval of the Village.

Please be reminded that in order to protect the confidentiality of both the Village's communications with us and our advice to the Village under the attorney-client privilege, it is important that the Village not divulge sensitive information to anyone who is not within the protection of the privilege.

Please also understand that the Village has an obligation to preserve evidence, including electronic evidence such as its electronic communications with third parties. The Village must preserve evidence that common sense would dictate is relevant to the claims and defenses in question. We should communicate prior to the Village destroying or disposing of any evidence that might be relevant to the matter. The Village should also suspend any routine document destruction policies that it has in place and refrain from implementing new document destruction policies while the matter is ongoing.

6. Term of Engagement

EPC will endeavor to represent the Village promptly and efficiently, and we anticipate a mutually satisfactory relationship. The Village, however, has the right to terminate EPC's services upon written notice at any time. EPC also has the right to terminate its services upon written notice, if it discovers that the Village has misrepresented or failed to disclose material facts to us, if it fails to cooperate with a reasonable request, or in the event EPC determines, in its sole discretion, that continuing services on behalf of the Village would create a conflict of interest or be illegal, unethical, impractical, improper or otherwise inappropriate. Following such termination, any otherwise non-public information the Village has supplied to EPC that is retained by us will be kept confidential in accordance with applicable rules of professional responsibility or returned to the Village as the parties hereto may agree in writing.

7. Conflict

EPC may represent other governmental entities (which could include municipalities, counties, and states) and private parties (which could include unions and self-insured companies) in opioid related litigation. While each matter will be brought as a separate suit or through separate claims, EPC will be seeking the maximum amount for each client from a finite pool of money. In the event of global or aggregate settlement discussions, you will be informed of all material terms of any such settlement, including what other EPC clients will receive if the settlement is accepted. In the unlikely event that any actual or potential conflicts do later emerge about the division of such monies or other conflicts, EPC will, at its own cost, bring in independent attorneys to represent each parties' interests.

Edelson PC

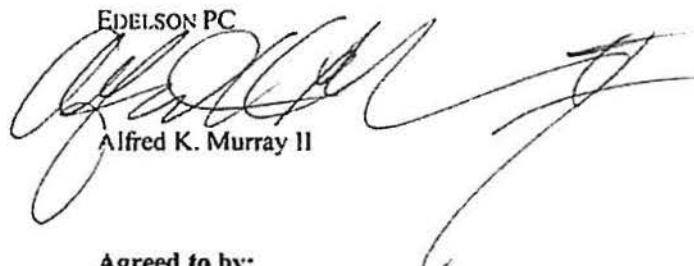
8. Binding Nature of Agreement: Choice of Law; Lien and Termination

This retention agreement is meant to bind and benefit the heirs and successors of each of the parties to this agreement.

This retention agreement shall be construed in accordance with the laws of the state of Illinois, without regard to rules governing conflicts of law.

If you have any questions about the terms of this retention agreement, please do not hesitate to contact me. We look forward to working with you on this matter.

Sincerely,

EDELSON PC

Alfred K. Murray II

Agreed to by:

Village of Bensenville

By (signature): 

Name (printed): Frank DeSimone

Its (title): Village President

Dated: August 28, 2018