

AGENDA

ITEM # 8

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
RESOLUTION R-2025-62**

A Resolution of Jasper County, South Carolina, approving a settlement  
agreement in Civil Action No. 2023-CP-27-00445

**WHEREAS**, the Jasper County, South Carolina (the “County”) is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the “Constitution”), and statutes of the State; and

**WHEREAS**, the County, acting by and through the Jasper County Council (the “Council”), the governing body of the County, has determined to accept a Revised Settlement Proposal (the “Settlement Agreement”) with Cameron L. Hedding, as Plaintiff, and Mark Adam Berry, as Third-Party Defendant, in order to resolve ongoing litigation in Civil Action No. 2023-CP-27-00445.

**THEREFORE, BE IT RESOLVED, by the Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:**

**Section 1: Findings.** The Council ratifies and confirms the findings described above.

**Section 2. Acceptance of Settlement Agreement.** The Council has reviewed the Settlement Agreement and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Settlement Agreement was set out in this Resolution in its entirety. The Settlement Agreement, in substantially the same form provided to the Council at this meeting, but subject to all necessary revisions requested by the County’s legal counsel, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the Council shall be timely informed of the execution of the Settlement Agreement. The consummation of the transactions and undertakings described in the Settlement Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator and the County’s legal counsel to fully implement the Settlement Agreement, are hereby approved. Notwithstanding the foregoing, Council acknowledges and recognizes that certain further actions and procedures must be undertaken by Council in order to comply with the terms of the Settlement Agreement, and the Council will work in good faith to comply accordingly.

**Section 3. Ratification.** All prior actions of the County Administrator, Council, and other County staff in furtherance of the purposes of this Resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this Resolution are hereby repealed, to the extent of the conflict.

**Section 4. Effect.** This Resolution shall take effect upon its adoption.

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_\_ day of November 2025.

(SEAL)

\_\_\_\_\_  
John A. Kemp, Chairman  
County Council of Jasper County, South Carolina

Attest:

\_\_\_\_\_  
Wanda Giles,  
Clerk to County Council

Resolution R-2025-62  
Adopted: 11.17.2025

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
Pope Flynn, LLC

Date \_\_\_\_\_

AGENDA

ITEM # 9

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
RESOLUTION R-2025-63**

A Resolution of Jasper County, South Carolina, authorizing the County Administrator to enter into an agreement for legal services related to the Ridgeland Claude Dean Airport.

**WHEREAS**, the Jasper County, South Carolina (the “County”) is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the “Constitution”), and statutes of the State; and

**WHEREAS**, the County owns and operates the Ridgeland Claude Dean Airport (the “Airport”) as a public use facility serving the aviation, economic development, and transportation needs of the County and surrounding region; and

**WHEREAS**, the Jasper County Council (the “Council”), the governing body of the County, recognizes the importance of advancing the efficient operation and management of the Airport to support its continued contribution to the County’s economic growth and public welfare; and

**WHEREAS**, the operation of the Airport requires the ongoing administration and disposition of current and pending lease agreements, and to support the County’s management of these and other related Airport matters, it is desirable to retain outside legal counsel with experience in such matters; and

**WHEREAS**, the County has received a proposal from Griffith, Freeman & Liipfert, LLC, to provide legal services relating to the operations of the Airport, including but not limited to the administration and disposition of current and pending lease agreements, and finds such proposal to be in the best interest of the County; and

**WHEREAS**, the Council has reviewed the proposal and determined that engaging outside counsel will promote the efficient and effective management of the Airport and further the public interest.

**THEREFORE, BE IT RESOLVED, by the Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:**

**Section 1:** The Council ratifies and confirms the findings described above.

**Section 2.** The Council hereby authorizes the County Administrator to enter into an agreement for legal services with Griffith, Freeman & Liipfert, LLC, for the purpose of providing legal services relating to the operations of the Airport, including but not limited to the administration and disposition of current and pending lease agreements. The County Administrator, with the advice of the County Attorney, is authorized to make any

non-substantive revisions necessary to finalize and execute the agreement, and to take all actions necessary or convenient to implement the intent of this Resolution.

**Section 3.** This resolution shall take effect and be in full force immediately after its adoption by the Council.

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_\_ day of November 2025.

(SEAL)

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John A. Kemp, Chairman  
County Council of Jasper County, South Carolina

Attest:

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Wanda Giles,  
Clerk to County Council

Resolution R-2025-63  
Adopted: 11.17.2025

Reviewed for form and draftsmanship by the Jasper County Attorney.

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Pope Flynn, LLC

Date \_\_\_\_\_

# AGENDA

## ITEM # 10

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
RESOLUTION R-2025- 64**

A Resolution of Jasper County, South Carolina, authorizing the County to retain legal counsel, approving a Representation Agreement for litigation relating to ultra-processed foods, and authorizing the County Administrator to execute and deliver the Agreement on behalf of the County

**WHEREAS**, the Jasper County, South Carolina (the “County”) is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the “Constitution”), and statutes of the State; and

**WHEREAS**, the Jasper County Council (the “Council”), the governing body of the County, has been made aware that large chemical and “food” corporations have been addicting children for decades using techniques pioneered by tobacco companies, and that the addition of hyperpalatable chemical compounds to food products has led to innumerable, avoidable health problems for the employees, citizens, and residents of the County and harmed the social and economic welfare of the County; and

**WHEREAS**, the Council has reviewed that certain representation agreement (the “Agreement”) attached hereto as Exhibit “A” and incorporated herein by reference with UPF Litigators, LLC and Pope Flynn, LLC (collectively, the “Attorneys”); and

**WHEREAS**, pursuant to the terms of the Agreement, the Attorneys would represent the County in seeking recovery on behalf of the County from various Defendants as set forth in the Agreement alleged to be responsible for improperly manufacturing, marketing, and/or distributing ultra processed foods (the “Matter”); and

**WHEREAS**, the Council finds that retaining the Attorneys to represent the County in the Matter, pursuant to the terms of the Agreement, serves the best interests of the County’s residents, citizens, and visitors.

**THEREFORE, BE IT RESOLVED, by the Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:**

**Section 1: Findings.** The Council ratifies and confirms the findings described above.

**Section 2: Approval of the Agreement.** The Council hereby approves the Agreement attached hereto as Exhibit “A”. The Council authorizes the County Administrator to execute and deliver the Agreement on behalf of the County and to take such actions as may be necessary to carry out the terms of the Agreement and this Resolution.



**Section 3. Severability.** The provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 4. Effect.** This Resolution shall take effect upon its adoption.

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_\_ day of November 2025.

(SEAL)

\_\_\_\_\_  
John A. Kemp, Chairman  
County Council of Jasper County, South Carolina

Attest:

\_\_\_\_\_  
Wanda Giles,  
Clerk to County Council

Resolution R-2025-64  
Adopted: 11.17.2025

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
Pope Flynn, LLC

Date \_\_\_\_\_

**EXHIBIT A**

## REPRESENTATION AGREEMENT

THIS REPRESENTATION AGREEMENT (herein, the "Agreement") is entered into by and between Jasper County, South Carolina (herein the "County") and UPF Litigators, LLC and Parker Law Group, LLP (herein collectively, the "Attorneys").

### RECITALS:

WHEREAS, Jasper County, South Carolina is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, large chemical and "food" corporations have been addicting children for decades using techniques pioneered by tobacco companies; and

WHEREAS, these hyperpalatable chemical compounds have led to innumerable, avoidable health problems for the employees, citizens, and residents of the county and harmed the social and economic welfare of the county; and

WHEREAS, the County Council has determined that it is in the best interests of the residents, citizens, and visitors to retain Attorneys for the purpose of seeking recovery on behalf of Jasper County against, as determined by County Council Kraft Heinz Company, Inc., Mondelez International, Inc., Post Holdings, Inc., The Coca-Cola Company, PepsiCo, Inc., General Mills, Inc., Nestle USA, Inc., Kellanova, WK Kellogg Co., Mars Incorporated, Inc., ConAgra Brands, Inc., Blenheim Bottlers, Inc., Orangeburg Coca-Cola Bottling Co., and/or any additional parties (collectively, the "Defendants") believed to be responsible for improperly manufacturing, marketing, and/or distributing ultra processed foods (herein, the "Matter"); and

WHEREAS, the County Council has determined that use of outside counsel is cost-effective, in the public interest, and necessary to pursue claims against the Defendants as there does not exist sufficient and appropriate legal and financial resources within the County Attorney's office to handle the Matter, and the time and labor required may necessitate the use of outside counsel; and

WHEREAS, the County Council has determined that the Attorneys have the combination of skill, experience, resources, and competency necessary to represent the County; and,

WHEREAS, the County has the authority to enter into this Agreement pursuant to S.C. Code Ann. §§ 4-1-10 and 4-9-30(3).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other valuable consideration, the County and Attorneys (herein, each individually a "Party" and collectively the "Parties") hereby agree as follows:

## **ARTICLE I**

### **RECITALS: TERM**

1.1. **Recitals.** The Parties hereto acknowledge, warrant, represent, and agree that the recitals contained hereinabove are true and correct in all material respects and are incorporated herein by reference.

1.2. **Term.** This Agreement shall take effect and commence on such date as all Parties to this Agreement have executed the Agreement and shall cover all past, present, and future legal services by Attorneys in connection with this Matter and shall terminate at the completion of this Matter, unless earlier terminated by the County or the Attorneys in the manner set forth herein.

## **ARTICLE II**

### **SCOPE OF SERVICES**

2.1. **Scope of Services.** The County hereby retains the Attorneys to provide all legal services directly relating to the Matter, including providing counsel, advice, and consultation with the County Council, County Administrator, and County Attorney in a manner consistent with the accepted standards of practice in the legal profession and this Agreement, and to investigate, research, file, and pursue any claims against the Defendants in any appropriate court or before any appropriate governmental agency. Throughout the litigation, it may appear to the Attorneys that additional Defendants should be joined or pleading should be amended. The Attorneys undertake to inform the County of any amendments to the pleadings, to include but not be limited to the addition of Defendants. The Attorneys shall provide sufficient resources, including attorney time, to maintain this action in accordance with the South Carolina Rules of Professional Conduct. The scope of the Attorneys' retention under this Agreement shall include defending any counterclaims relating to the Matter.

2.2. **Appellate Issues.** The Parties acknowledge and agree that the Attorneys' retention under this Agreement include any appellate proceedings directly related to the Matter.

2.3. **Assignment of Legal Services.** UPF Litigators, LLC shall be designated and referred to herein as *Lead Counsel*, and Parker Law Group, LLP shall be designated and referred to herein as *Local Counsel*. Lead counsel shall be responsible for carrying out the directions of the County in relation to the Matter, managing the course and conduct of any litigation and ensuring that the Matter is pursued in a timely and professional manner. Lead Counsel shall also determine the assignment of specific task responsibility to all Attorneys and any other attorneys that may be participating in this Matter. The Attorneys, as co-counsel for the County, agree to work cooperatively and to keep each other apprised of all developments in this Matter, including communications with the County, the court, and opposing parties.

2.4. **Delegation of Work.** Lead Counsel may assign legal work to the Attorneys or any individuals employed by the Attorneys. Further, provided that Lead Counsel has given written notification to the County Administrator, Lead Counsel may associate other attorneys or legal professionals at its own expense and at no cost to the County. Notwithstanding the foregoing,

this Agreement is not assignable without the express, written approval of the County Administrator.

**2.5. Identification.** All pleadings and other papers shall bear the names of Lead Counsel and shall be signed by or on behalf of the principal drafter.

**2.6. Independent Contractors.** Attorneys are independent contractors and are not employees, partners, or co-ventures of, or in any other service relationship with, the County. Attorneys and Attorneys' employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the County. Attorneys shall not be considered public officials by virtue of their representation of the County.

**2.7. Settlement.** Attorneys will not make any settlement or compromise of any nature of any of County's claims without County's prior approval. County has the absolute right to accept or reject any settlement. County agrees to seriously consider any settlement offer Attorneys recommend before making a decision to accept or reject such offer. County agrees not to make any settlement or compromise of any nature of any of County's claims without prior notice to Attorneys.

### **ARTICLE III** **ATTORNEYS' FEES; COSTS; EXPENSES**

**3.1. No Guarantee.** County understands that the Attorneys have made no representations concerning the successful pursuit of this Matter or the favorable outcome of any legal action that may be filed. Specifically, County acknowledges that the Attorneys cannot guarantee that the Attorneys will obtain a financial settlement or judgment of any kind. County also understands that the Attorneys cannot predict what the Defendants, the judge and/or jury that may be involved with this Matter will ultimately decide to do. County further expressly acknowledges that all statements of the Attorneys commenting on the prospects for a successful outcome on these matters are statements of opinion only. Notwithstanding the foregoing, Attorneys represent to the County that there exists substantial justification to pursue the remedies contemplated herein against Defendants, and though there is no guarantee regarding the outcome of any legal action filed, the pursuit of this matter is not without merit.

**3.2. Contingent Status.** The County understands that this Matter is not being pursued as a Class Action but rather as an action by the County against the Defendants. Notwithstanding any other provision of this Agreement, Attorneys shall receive no compensation of any kind for any Services rendered in conjunction with this Agreement unless the County receives a settlement or judgment in connection with the anticipated litigation.

**3.3. Fee Schedule and Division.** If the County receives a settlement or award in connection with this litigation, Attorneys will be compensated from the gross recovery (any final settlement or judgment received by the County, including any post-judgment interest) for Attorneys' Services under this Agreement in the Fee Schedule attached hereto as Appendix "A"

(herein, the "Fee Schedule"), which Fee Schedule shall govern all compensation for Attorneys and all co-counsel (whether delegated by Lead Counsel or otherwise affiliated with this Matter). The Fee to be paid to Attorneys shall not exceed 33.33 per cent of the gross recovery from all Defendants. The County shall recover 66.67 per cent of any gross recovery from all Defendants. It is understood that the County shall not be responsible for the payment of any Litigation Expenses as defined in Section 3.4, unless the County terminates this Agreement prior to the conclusion of this Matter.

**3.4. Costs and Expenses.** Lead Counsel shall be responsible for the payment of costs, expenses, and disbursements, including expert witness fees and costs, deposition costs, and costs of document production (herein, collectively "Litigation Expenses"). For the purpose of this Agreement, Litigation Expenses shall include filing fees, court fees, certified reporters' fees, other fees in connection with depositions, fees for service of process, photocopying costs, mailing/shipping costs, long distance telephone costs, facsimile costs, consultant fees, witness fees, payments to expert witnesses, necessary travel costs, and any other fees or expenses arising from this Matter. Litigation Expenses do not include overhead costs such as rent, local telephone calls, secretarial time, or payment of salaries for attorneys or paralegals working on this Matter. The agreement to pay these Litigation Expenses, as well as the decision to defer fees while any litigation (including appeals and enforcement actions) is pending, has been taken into consideration in establishing the Fee Schedule. The county agrees to allow the attorneys to deduct the Litigation Expenses from any verdict, judgment, or settlement amount. The attorneys' fees are computed before Litigation Expenses are deducted.

**3.5. Shared Litigation Expenses.** The Parties acknowledge that certain Litigation Expenses may be utilized in separate lawsuits brought by Lead Counsel on behalf of other South Carolina counties and other third parties. Lead Counsel, in its other Representation Agreements, will use its best effort to ensure that any shared Litigation Expenses will be proportionately and fairly allocated among Lead Counsel's clients.

#### **ARTICLE IV TERMINATION**

**4.1. Termination by County.** County may discharge Attorneys at any time, upon thirty (30) days written notice to Attorneys.

**4.2. Termination by Attorneys.** Attorneys may terminate its duties and obligations under this Agreement upon thirty (30) days written notice to the County. If there is pending litigation, termination, on the part of Lead Counsel shall not be effective unless such terminating Party first obtains leave of court to terminate its representation in the Matter.

**4.3. Reimbursement for Litigation Expenses Upon Termination.** If this Agreement is terminated by the County for just cause, Lead Counsel shall not be entitled to reimbursement for any Litigation Expenses or otherwise. If, however, the County terminates this Agreement without just cause, Lead Counsel will be entitled to reimbursement for such Litigation



Expenses as set forth in Article III of this Agreement that are properly documented, reasonable, and rendered prior to the date of termination.

## **ARTICLE V**

### **CONFLICT OF INTERESTS**

**5.1. Simultaneous Representation.** Due to the complicated nature of this Matter, the Defendants' history of acting in concert, and the serious impact that the Defendants' malfeasance has imposed upon counties and municipalities across this State and across the United States, County recognizes the economic and tactical advantage of retaining Attorneys that may be simultaneously representing similarly situated other counties in separate actions across the State. Despite the benefits afforded by simultaneous representation, when an attorney represents more than one client in simultaneous actions against the same defendant, actual conflicts of interest may exist. Attorneys are aware of no actual conflicts of interest between County and any other county at this time due to the commonality of interests between the counties in pursuing this litigation, as set forth throughout this Agreement. County understands and acknowledges that it has been advised that County is free to retain its own independent counsel to represent its interest and is not required to be represented by Attorneys.

**5.2. Notification of Potential Conflicts.** Even when there are not actual conflicts of interests, only potential ones, the South Carolina Rules of Professional Conduct require Attorneys to provide written disclosure of any reasonably foreseeable adverse consequences arising from such representation and to obtain all clients' informed consent. While Attorneys do not perceive any actual or reasonably foreseeable adverse consequences at this time, County should consider the following potential adverse consequences prior to agreeing to the proposed joint representation. A conflict may arise from a substantial discrepancy in the prospective clients' testimony, incompatibility in each county's positions in relation to one or more of the Defendants, or the fact there are substantially different outcomes for the claims or liabilities in question. Additionally, if Attorneys receive conflicting instructions from multiple counties, Attorneys will be placed in a position in which they could not follow one set of instructions without violating their professional obligations to the other.

**5.3. Potential Conflicts Raised By Settlement Proposals.** Settlement issues can create a variety of conflicts between separate clients. It is frequently the case that a defendant will not wish to settle a case piecemeal and will condition settlement on attainment of a global resolution between the defendant and all similar plaintiffs. If some, but not all, of the plaintiffs wish to settle the Matter, a conflict may develop between the plaintiffs. Another common conflict occurs between plaintiffs when apportioning or distributing settlement monies, as plaintiffs often find themselves bidding against one another to secure the largest share of the settlement monies that the defendant has offered or would be prepared to pay. Simultaneously represented plaintiffs may also differ on the type of relief that they would be prepared to accept, creating yet other types of conflict. For example, one county may be willing to accept a non-monetary settlement, such as an obesity treatment center, whereas another county may not.

**5.4. Acknowledgment of Potential Conflicts and Waiver.** Attorneys will make every effort during the course of representation to confirm that each county represented by Attorneys maintains a commonality of interests in connection with the positions asserted on your respective behaves. Nonetheless, if such interests diverge during the course of representation and a conflict appears, further disclosure and waiver of the conflict, or withdrawal from representation, will ensue. By executing this Agreement, County confirms that it has been fully informed as to the nature of the potential conflicts which may arise as a result of Attorneys' simultaneous representation; that County has been provided a reasonable opportunity to seek the advice of the County Attorney and/or any independent counsel of County's choice regarding these potential conflicts and waiver thereof; and that County understands that a conflict may arise in the future which may require an additional disclosure and waiver by County, or alternatively, withdrawal by Attorneys of representation of one or more of counties.

**5.5. Current Conflicts of Interest.** Attorneys represent and warrant that as of the effective date of this Agreement they are not engaged in any matter that is or may be adverse to the County or that would constitute a current conflict of interest.

## **ARTICLE VI**

### **MISCELLANEOUS TERMS**

**6.1. Completeness; Modification.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the transaction contemplated hereby and supersedes all prior discussions, understandings, agreements, and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the Parties hereto.

**6.2. Days.** If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent, or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday, or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. Time is of the essence of this Agreement.

**6.3. Governing Law.** This Agreement and all documents referred to herein, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. The exclusive jurisdiction and venue for any action arising out of or related to the interpretation or enforcement of this Agreement shall lie in the South Carolina Court of Common Pleas for Spartanburg County.

**6.4. Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of



both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

**6.5. Severability.** If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to other persons or circumstances shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**6.6. Equal Opportunity Act.** The Attorneys hereby represent that neither they nor their law firms discriminate on the basis of race, religion, color, sex, age, national origin, or disability against any person in the employment of personnel in their offices.

**6.7. Headings.** The headings herein are for reference and convenience purposes only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

**6.8. Incorporation by Reference.** All of the exhibits or appendices attached hereto are by this reference incorporated herein and made a part hereof.

**6.9. Insurance.** Attorneys, individually, agree to carry adequate professional liability insurance and to provide proof of the same to the County promptly upon request.

*[Signature Lines and Exhibits to Follow]*

The undersigned represent that they are authorized to enter into this Agreement and that by executing this Agreement below, they have read and understand all of the terms and provisions set forth herein and agree to be bound hereto.

**COUNTY:**

JASPER COUNTY, SOUTH CAROLINA, A SOUTH CAROLINA body politic

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTORNEYS:**

UPF LITIGATORS, LLC

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

PARKER LAW GROUP, LLP

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
***to Representation Agreement***

**Attorneys' Fees and Costs**

1. **Contingent Status.** The County understands that this Matter is not being pursued as a Class Action but rather as an action by the County against the Defendants. Notwithstanding any other provision of this Agreement, Attorneys shall receive no compensation of any kind for any Services rendered in conjunction with this Agreement unless the County receives a settlement or judgment in connection with the anticipated litigation.

2. **Fee Schedule and Division.** If the County receives a settlement or award in connection with this litigation, Attorneys will be compensated from the gross recovery (any final settlement or judgment received by the County, including any post-judgment interest) for Attorneys' Services under this Agreement as follows:

| <u>Title</u>  | <u>Name</u>           | <u>Percentage of Gross Recovery</u> |
|---------------|-----------------------|-------------------------------------|
| Lead Counsel  | UPF Litigators, LLC   | 30.33%                              |
| Local Counsel | Parker Law Group, LLP | 3%                                  |

County appreciates and recognizes the unique and complicated representation to be undertaken by Attorneys. As such, Attorneys are entering into a fee-sharing arrangement in the manner and percentages set forth and in this Agreement.

3. **Multiple Defendants.** The Services for which County has retained Attorneys contemplates litigation against multiple Defendants for various causes of action. For the purposes of this Agreement, each Defendant will be treated as a separate proceeding for the purpose of calculating the gross proceeds of any judgment or settlement and, therefore, any fee to be paid to Attorneys.

4. **Determination of Recovery.** The Fee Schedule and Division set forth herein shall apply to any recovery by the County, whether entirely monetary in nature, non-monetary in nature, or a combination thereof. In the event County resolves the Matter through settlements offered in conjunction with a State-wide, a multi-state or federal proposal, any amounts distributed to the County by virtue of that settlement, whether lump sum or annuity, shall be considered as part of the total recovery by the County.

5. **Additional Local Counsel Contemplated and Authorized.** The County acknowledges and understands that Lead Counsel may contemplate associating additional local counsel to facilitate coordination and cooperation of the County's litigation with similar litigation brought by other Counties across the State of South Carolina. Recognizing that engaging additional local counsel will benefit the County in such circumstances, the County expressly grants

advance authority to Lead Counsel to associate additional lawyers and/or firms as Local Counsel.

**5.a. Amendment of Appendix "A" upon association of Additional Local Counsel.**

Upon any association by Lead Counsel of additional Local Counsel, Lead Counsel shall submit to the County Administrator and County Attorney an Amended Appendix "A" reflecting what, if any, percentage of gross recovery additional Local Counsel will share from the Gross Recovery. Under no circumstance will the association of additional Local Counsel alter the Total Percentage of the Attorney Compensation of 33.33%.

**5.b. Conflicts by Additional Local Counsel.** If additional local counsel holds any conflict relative to the Matter not already addressed in this Representation Agreement, Lead Counsel shall present a revised Appendix "B" to the County Administrator and County Attorney disclosing any such conflict held by the proposed Local Counsel, and the additional Local Counsel may be associated by Lead Counsel only after any such conflict is knowingly waived and approved by the County.