

EXHIBIT B

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September 16, 2019

VIA EMAIL

Jerry Pinnell
jpinnell@ix.netcom.com

Re: Retention Agreement

Dear Raymond:

I am writing to set out the terms of the retainer agreement through which we will investigate and potentially prosecute the matter involving your rights under the Employee Retirement Income Security Act as it applies to the management of your 401k retirement savings plan operated by Teva Pharmaceuticals. By signing this letter-agreement, you will have retained the law firm of Capozzi Adler, P.C. as well as such attorneys as may work with us to represent you in the aforementioned matter, including but not limited to S&G, Esq. Legal Marketing, LLC (doing business as “The Law Firm of S&G”). Should we ultimately decide to file suit, our plan is to pursue it on behalf of you and all others similarly situated.

If we do file suit on behalf of you and a class of consumers, we will represent you on a contingent basis. Should we achieve a recovery, settlement, and/or judgment on behalf, or for the benefit, of the class, we will petition the court for an award of attorneys’ fees and expenses. Although the court will determine what to award, you agree that a fair award of attorneys’ fees from a fund recovered for the class would be forty percent of the total recovery plus reimbursement of all costs and expenses.

Alternatively, if we achieve a recovery, settlement, and/or judgment on behalf of the class, but the court uses the lodestar method of awarding fees (number of hours worked times a multiplier), you agree that a fair award of fees would be a lodestar based on our then-current hourly rates with a multiplier of at least three, plus the reimbursement of all our costs and expenses (the “Enhanced Lodestar”).

You understand and agree that we may associate with other attorneys to represent you in this matter and that we may share a percentage of any attorneys’ fees awarded and/or costs and expenses reimbursed with such attorneys. Specifically, any attorneys’ fees awarded in this this matter will be shared with S&G, Esq. Legal Marketing, LLC.

Unless we obtain a recovery in your case, you will not be responsible for the payment of any attorneys’ fees, costs, expenses, or any amount whatsoever. But you agree you will not settle or otherwise resolve your claims in this matter on an individual and/or injunctive basis (*i.e.*, a “Pick Off”) unless it is consistent with your obligations as a fiduciary to the putative (or actual) class and the settlement offer expressly provides for the reimbursement of all our costs and expenses as well as payment of our attorneys’ fees calculated as our Enhanced Lodestar. You also agree that you will not settle or otherwise resolve your claims in this matter without first communicating with us about any such offer of settlement.

You understand that you may have to produce evidence, either to demonstrate your ability to be an adequate plaintiff, or to support your claims. This may include assisting with answering written discovery, having your deposition taken, giving oral testimony and/or appearing at trial, and possibly producing physical evidence. We understand and appreciate that you may object to an opposing party’s unchecked access to your personal information. We will vigorously oppose the production of any irrelevant personal information and seek protective orders that limit any defendant’s access to any evidence that contains confidential information (including attorney-client communications).

You also understand that you have an obligation to preserve evidence, including electronic evidence such as your electronic communications. You must preserve evidence that common sense would dictate is relevant to your claims. You should communicate with us prior to destroying any evidence you believe might be relevant to your claims.

You also agree to provide us up-to-date contact information, including your current address, e-mail and telephone number where you can readily be reached.

This letter-agreement is meant to bind and benefit the heirs and successors of each of the parties to this agreement. To that end, you hereby grant the lawyers a lien on any claims, causes of action or recovery that you obtain, whether through settlement, judgment or otherwise, relating to the subject of this agreement. The lien will be based upon the amount of our attorneys’ fees, costs and expenses as set forth above. This lien will not apply if we withdraw as your counsel purely out of our own choice.

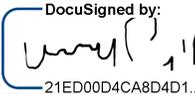
If you have any questions about any aspect of this letter-agreement, please feel free to contact me before you sign it. If you do not have any questions, and the agreement is acceptable, please sign and date it in the space provided below. We look forward to working with you.

Respectfully,

CAPOZZI ADLER, P.C.



Donald R. Reavey, Esquire

Agreed to: 

Jerry Pinnell

9/30/2019

Date