

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND THE DRISCOLL LAW FIRM, LLC, MADONNA & MADONNA. LLP, DOUGLAS & LONDON, P.C., AND LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR, MOUGEY, P.A.

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, certain Crest Hill water wells have previously tested positive for the presence of 1,4 Dioxane, as a solvent in degreasing products and other products such as adhesives, resins, oils, waxes, and wood pulping in addition to being used in the manufacturing of pharmaceuticals, certain plastics and rubber, and other products; and

WHEREAS, 1,4-dioxane is classified as "likely to be carcinogenic to humans" by the federal Environmental Protection Agency ("EPA") which has set a Health Reference Level of .35 parts per billion ("ppb") in drinking water which the agency recommends should not be exceeded; and

WHEREAS, the City of Crest Hill have consulted with attorneys who previously represented the City in litigation against certain defendants responsible for the presence of PFAS in the City's wells and those attorneys have agreed to represent the City of Crest Hill and prosecute any claims the City might have against defendants who may be or are responsible for the presence of 1,4 Dioxane in the City's water; and

WHEREAS, The Driscoll Law Firm, LLC; Madonna & Madonna. LLP; Douglas & London, P.C.; and Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr, Mougey, P.A., ("the Firms"), are a group of attorneys skilled in the prosecution of environmental contamination cases and which have joined together to assist public entities facing the challenges posed by contamination with 1,4-dioxane (the "Services"); and

WHEREAS, the City Council desires to engage the Firms to provide the Services and the Firms are ready, willing, and able to perform the Services for the City; and

WHEREAS, The Firms have submitted a Legal Services Agreement which has been reviewed by the City Attorney (the "Agreement") for the purposes of engaging the Firms to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Firms.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: LEGAL SERVICES AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Firms.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

[Intentionally Blank]

PASSED THIS 15TH DAY OF JUNE, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderpersion Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF JUNE, 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A
(LEGAL SERVICES
AGREEMENT)

LEGAL SERVICES AGREEMENT

I. INTRODUCTION

A. RECITALS.

1. Crest Hill, Illinois (“Client”) is committed to delivering clean drinking water to its customers. Client is also committed to identifying responsible parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination.

2. The Driscoll Law Firm, LLC; Madonna & Madonna, LLP; Douglas & London, P.C.; and Levin, Papantonio, Proctor, Buchanan, O’Brien, Barr, Mougey, P.A., (collectively the “Firms”) are together a team of attorneys who have joined together to assist public entities facing the challenges posed by contamination with 1,4-dioxane (the “Contaminant” or “Contamination”).

3. The purpose of this Legal Services Agreement (“LSA” or “Agreement”) is (i) to enter into an attorney-client relationship between Client and the Firms (each a “Party” and collectively, the “Parties”) for the purpose of investigating and assessing potential claims arising out of the presence of contaminants in water supply wells affecting Client’s water supply; and (ii) to provide for the terms and conditions for the representation of Client in any civil action that may be filed in the courts of the State of Illinois and/or United States District Court and any proceeding by writ or appeal (subject to Section III.A.1.b) related to that action filed on behalf of Client by the Firms (“Legal Action”).

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. **Contaminants.** Client has detected the presence of 1,4-dioxane (the “Contaminant” or “Contamination”) during testing of waters in its system. The engineering, construction and operation and maintenance of systems to treat the contamination in affected water supply will result in significant financial costs to Client.

2. **Investigation.** Client has retained the Firms to assist Client in investigating the presence of the Contaminants throughout its system and potential sources of the Contamination, evaluate the potential to recover the costs associated with the Contamination, provide advice, and represent Client in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. **Client.** All costs associated with Client’s pre-litigation investigation of the Contaminants incurred prior to the effective date of this Agreement, including those associated with water sampling, laboratory testing and engineering expenses shall be paid directly by Client. Any additional or future costs associated with the investigation of the Contaminants solely for purposes of litigation shall be the responsibility of the Firms, and Client

shall have no obligation to incur or advance any such costs. For the avoidance of doubt, nothing contained herein shall obligate Client to incur any costs to investigate the Contaminants beyond what it has already expended or incurred prior to the date of execution of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.

Client is retaining the Firms, not any particular attorney, and attorney services to be provided to Client shall not necessarily be performed by any particular attorney.

D. DESIGNATION. Client designates its City Administrator as its authorized representative to direct the Firms and to be the primary individual to communicate with the Firms regarding the subject matter of its representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firms and other representatives of Client. Client may designate additional authorized representatives at its discretion.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. ***Inclusions.*** It is the intent of the Parties that the Firms shall represent Client in a civil action for damages in State Court and/or the United States Federal District Court, as applicable. The legal services to be provided by the Firms consist of representation of Client with respect to:

a. The contamination of groundwater supplies and/or soil by the Contaminants or other contaminants identified during the investigation stage, as approved by Client and the Firms. Notwithstanding the foregoing, Client must agree in writing to the representation by the Firms or the filing of any legal action related to new or additional contaminants other than 1,4-dioxane.

b. Claims and/or actions for damages sustained by Client as a result of actual or threatened contamination of groundwater, the loss of use of groundwater, and any past, present, and future costs incurred to remove the Contaminants from drinking water, groundwater and/or soil, and any related appeals in such actions. A decision to appeal any issue must be mutually agreed upon by the parties and the costs of any appellate counsel will be subject to a separate written agreement.

2. ***Retention; Filing of Legal Action.*** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating Client to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action on behalf of Client.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. ***Exclusions.*** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, if agreed to by the Parties, the Firms shall appear at such administrative proceedings to protect Client's rights to pursue any Legal Action filed pursuant to this Agreement, without Client being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against Client commenced by any person, with the exception of any cross-complaints, counterclaims, or other third party claims filed in a Legal Action pursuant to this Agreement.

c. Defending any claim against Client for unreasonable use of water and/or waste of water.

d. Defending any action concerning water withdrawal rights.

2. ***Additional Legal Services.*** If Client wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms and Client shall be required.

C. RESPONSIBILITIES OF ATTORNEY AND CLIENT.

1. ***The Firms Responsibilities.*** The Firms shall perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Firms shall provide status reports to Client on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of Client.

2. ***Client Responsibilities.*** Client shall cooperate with the Firms and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. ***Selection of Experts.*** The Firms and Client shall meet and confer regarding selection and retention of experts in the Legal Action. Client shall not unreasonably withhold approval of selection and retention of such experts. Client shall not be required to pay for the selection or retention of experts upfront. These costs will be advanced by the Firms and be reimbursed pursuant to this Agreement only in the event of a recovery.

4. ***Settlement.*** The Firms shall not settle any Legal Action without the approval of Client. Client shall have the absolute right to accept or reject any settlement. The Firms shall notify Client promptly of the terms of any settlement offer received by the Firms.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Attorneys shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee") of 33 1/3 percent of the Gross Recovery as defined below.

2. ***Definitions Relevant to Attorneys' Fees.***

a. “Gross Recovery” means the total value received by Client of all Cash Recoveries, plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment.

b. “Costs” include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by the Firms, include Client’s expenses incurred in providing information in its possession, or otherwise available to it, to the Firms or defendants.

c. “Cash Recovery” means, without limitation, the total monetary amount received by Client in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by Client.

d. “Final Judgment” means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

e. “Net Recovery” means the total value received by the Client after the payment of attorney fees and costs.

f. “Non-Cash Recovery” means, without limitation, the fair market value of any property delivered to Client, any services rendered for Client’s benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of supply intakes and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on Client, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

g. “Present Value” means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

h. “Reasonable Fees” or “Reasonable Attorney’s Fee” means such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on Client, and the financial risk to the Firms by their agreeing to represent Client in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Net Recovery or a Net Recovery that does not fully compensate or reimburse the Firms for their time and advanced Costs.

i. “Settlement” refers to any voluntary agreement executed by Client, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal, except as may otherwise be agreed by Client as part of Settlement.

3. ***Calculation of Non-Cash Recovery.***

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by Client, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by Client upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, Client shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the Firms accept said estimate. If the Firms object to Client's estimate, the Parties shall proceed as set forth in Section III.G ("Disagreements Concerning Value of Recoveries"). Nothing herein shall impede or restrict Client's right to include a Non-Cash Recovery in any Settlement, nor the Firms' right to receive a Non-Cash Recovery. Additionally, the payment of any portion of the Contingent Fee from Non-Cash Recovery based on the foregoing valuation methodology and notwithstanding any Disagreements Concerning value of Recoveries, shall be subject to a legally valid appropriation of funds by the governing body of the Client in the applicable fiscal period that such recovery is received. Failure by the Client, acting through its governing body, to appropriate such funds shall not result in any liability by, or responsibility for, monetary damages or payment equal or up to the value of the Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. ***Distribution.*** The receipt of any Gross Recovery or portion thereof on behalf of Client shall be received into one of the firm's IOLTA accounts. Once cleared, payment(s) of the Contingent Fee owed to the Firms in accordance with this Agreement shall be made no later than seven (7) days after receipt of the Gross Recovery.

- a. In the event that any portion of the Gross Recovery consists of a settlement or award of a fixed sum to be paid in installments, the Contingency Fee shall be calculated on the basis of the entirety of the settlement or award, and due in its entirety with the first payment on the settlement or award.
- b. In the event that there is a Final Judgment of all claims against all defendants and payment has been received, except there remains in dispute and Final Judgment has not been obtained on a claim for court-awarded costs or attorneys' fees against the defendants, Client will make payment of the Contingent Fee to the Firms based on the Gross Recovery then paid by the defendants and received by Client. In this scenario, the Firms will continue the litigation on behalf of Client on the remaining issues of court-awarded costs or attorneys' fees, and Client shall not be obligated to make any additional payment to the Firms based on any award of costs or fees ultimately made. Any court-awarded costs or attorneys' fees,

including any costs or fees arising out of any court-imposed sanctions, received by the Firms as part of the Legal Action shall not be treated as part of the Gross Recovery, but shall, in the case of costs, be credited against corresponding costs incurred by the Firms on Client's behalf, or, in the case of fees, credited against the Contingent Fee.

2. The Legal Action may become part of a Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Firms currently, or will in the future, serve on plaintiff management, executive, or steering committees, performing work that benefits multiple clients of the Firms, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more of the Firms is to receive additional compensation for time and effort which has benefited all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to Attorneys and paid out of the MDL court's assessments and/or class action fees against settlements, including settlements on behalf of Client and others who have filed claims that are pending in the MDL court. This common benefit compensation or class action fee is separate and distinct from any Contingent Fee owed under this Agreement.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. **Reasonable Fee.** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent Client on a Contingent Fee basis, Client shall pay a reasonable fee for the services rendered. Notwithstanding the foregoing, any such payment shall be paid exclusively from the Gross Recovery received as a result of a Settlement or Final Judgment.

2. **Fee Determination.** The Parties shall use best efforts to negotiate a Reasonable Fee in the event the Contingent is invalidated or otherwise unenforceable. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born equally by Client and the Firms.

G. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

1. **Procedure.** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, "Disputed Recoveries") or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:

a. Each Party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.

b. Each Party's selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.

c. The third appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.K (Arbitration of Disputes).

2. **Expenses.** Client and the Firms shall each bear the expense of their own selected appraiser, and Client and the Firms shall each pay one-half of the expenses of the third appraiser.

H. NEGOTIATED FEE. Client is informed that the Attorneys' Fees provided for herein are not set by law but rather are negotiable between the Firms and Client.

I. DIVISION OF ATTORNEYS' FEES.

1. **Division of Fees; Disclosure.** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to Client. Client is informed that, under the Rules of Professional Conduct of the State Bar, such a division may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees shall be made and of the terms of such division. The division of fees and costs between the Firms will be separately provided to Client

2. **Retention of Associate Counsel.** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to Client's approval. In the event associate counsel is retained, the fee split percentages will be disclosed to Client.

J. COSTS.

1. **Costs Advanced by the Firms; Interest.** The Firms shall advance all Costs incurred in connection with the Firms' representation of Client under this Agreement. Costs shall be advanced by the Firms and then paid by the Client from any Gross Recovery, subject to the limitations and allocation of cost methodology described in Section E. Interest at the rate of four percent (4%) per year shall accrue on all Costs advanced by the Firms, from the date of each advance to the date of reimbursement. The Firms shall notify the Client in writing of the total amount of Costs advanced every quarter.

2. **Apportionment of Costs.** The Client acknowledges and agrees that Costs may include expenses that benefit both the Client and other clients of the Firms who are investigating or litigating claims similar to those brought on behalf of the Client in the Legal Action, including but not limited to the expenses of taking discovery, conducting investigations, and hiring expert witnesses. The expenses that benefit both Client and other clients will be allocated among cases pending at the time of settlement or judgment that have not yet received final judgment such that Client is responsible for only that the portion of such expenses

reasonably attributable to the expenses of conducting the Legal Action on behalf of Client, and only that portion attributable to Client shall be treated as Costs in the event of a Net Recovery.

3. **Reimbursement; Risk of Loss.** The Firms shall be reimbursed for any Costs that are the responsibility of the Client before any distribution to Client. If there is no Cash Recovery or the Gross Recovery is insufficient to reimburse the firms in full for the Costs advance, the National Counsel shall bear the loss for any Costs not reimbursed under this Agreement.

4. **Defense of Attorneys' Fees and Costs to Third Party.** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend Client in any motion seeking an award of attorneys' fees or costs against Client in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship with another party with interests adverse to Client, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to Client so Client can evaluate whether that relationship causes Client to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect Client's confidential information. To the extent required, the Client waives any conflict under the relevant Rules of Professional Conduct.

2. *Representation of Other Clients; Waiver of Potential Conflicts.*

a. Client understands that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, Client understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. Client understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. Client understands that the Firms would not take on this engagement if Client required the Firms to forgo representations like those described above. Client has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water suppliers in similar litigations, because such waiver enables Client to obtain the benefits of the Firms' experience and expertise.

b. Client consents that the Firms may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing it.

c. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to Client while the Firms are still representing Client under this Agreement.

V. TERMINATION

A. DISCHARGE OF ATTORNEY.

1. ***Right to Discharge.*** Client may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. Client shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to the relevant Rules of Professional Conduct. Unless specifically agreed by the Firms and Client, the Firms shall provide no further services and advance no further Costs on Client's behalf after receipt of the notice. If any or all of the Firms are Client's attorney of record in any proceeding, the Firms shall immediately execute and return a substitution-of-attorney form.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without cause before the conclusion of a Legal Action, Client shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a reasonable attorneys' fee for services performed up to the point of the discharge. However, a "reasonable attorneys' fee" shall only be applicable in the event of a recovery by Final Judgment or Settlement of a Legal Action involving the Contaminant wherein the Client is represented by new or separate legal counsel. Nothing herein shall be construed to limit Client's rights and remedies in the event of a discharge of the Firms for cause, and Client has no duty or obligation for payment to the Firms, including Costs in the event of a termination for cause.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firms may withdraw from representation of Client (i) with Client's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for Good Cause upon reasonable notice to Client. "Good Cause" includes Client's breach of this Agreement, Client's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, Client shall remain obligated to pay the Firms and any associated counsel, exclusively out of the Net Recovery, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. ***Withdrawal Without Cause.*** The Firms may terminate this Agreement at any time, without cause, by giving Client not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, including Costs and regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by Client.

VI. MISCELLANEOUS

A. LIEN. Client hereby grants the Firms a lien on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee or Costs at the conclusion of the Firms' services. The lien shall attach to any Net Recovery Client may obtain. Any such lien attaches only to Net Recovery proceeds and shall not be construed as a lien upon the faith, credit or resources of the Client, and the Client has no obligations to make any payments hereunder except from Net Recovery proceeds.

B. RELEASE OF CLIENT'S PAPERS AND PROPERTY. Upon the conclusion of services under this Agreement, the Firms shall release promptly to Client on request all of Client's papers and property. "Client's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, regardless of whether Client has paid for said documents or property.

C. INDEPENDENT CONTRACTOR. The relationship to Client of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of Client, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. NOTICES. All written notices and communications to Client relating to this Agreement shall be emailed, mailed or personally delivered to Client. Written notices and communications to the Firms relating hereto shall be emailed or mailed to Madonna & Madonna, LLP and/or The Driscoll Law Firm, LLC.

E. CONFIDENTIALITY. This Agreement establishes the relation of attorney-client between the Parties hereto. The Firms shall hold all money and property of Client in trust for Client's benefit, with all funds deposited and managed in the Firms' client trust account as required by law. The Firms shall not divulge Client's confidences and shall be entitled to the candid cooperation of all Client's employees in all matters related to the assigned files and any related actions. Furthermore, this Agreement is an attorney-client communication and shall not be disclosed by Client or the Firms to any third party, except as may otherwise be required by law. In the event of a request, demand, or lawsuit to compel Client to provide a copy of this Agreement or a description of its terms, the Firms shall work with Client to provide an appropriate response and the Firms shall defend any such litigation at the Firms' cost. Nothing herein shall preclude the Firms and Client from agreeing together to disclose the Agreement or its terms.

F. DISCLAIMER OF GUARANTEE. Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. Client acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

G. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

H. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

I. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

J. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

K. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be submitted to the State Bar's program for arbitration of fee disputes. If a fee dispute arises, the Firms shall provide Client with information about the State Bar program.

L. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be in Client's County.

M. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State.

N. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

O. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

P. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

Date
City of Crest Hill by its Mayor
Raymond R. Soliman
20600 City Center Blvd.
Crest Hill IL 60403

Date
Kevin J. Madonna
Madonna & Madonna, LLP
48 Dewitt Mills Rd
Hurley, NY 12443

Date
Michael A. London
Douglas and London, P.C.
One State Street, 35 Floor
New York, NY 10004

Date
John Driscoll
The Driscoll Firm. LLC
1311 Ponce de Leon, 6th Floor
San Jaun, PR 00907

Date
Ned McWilliams
Levin Papantonio Proctor
Buchanan O'Brien Barr Mougey, P.A.
316 S. Baylen Street
Pensacola, FL 32502