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May 30, 2024

VIA E-MAIL AND U.S. MAIL

Joshua M. Tetzlaff
City Administrator
City of New Prague
118 Central Ave. North
New Prague MN 56071

**CONFIDENTIAL: Attorney-Client
Privileged**

Re: In Re Honeywell SCBA Litigation

Dear Honorable Mayor and City Council Members:

Thank you for your interest in the above-referenced investigation and potential contingent class action litigation. This letter confirms that the City of New Prague (“You”) agrees to retain Rob Shelquist of the law firm of Lockridge Grindal Nauen PLLP and Paul Napoli of the law firm of Napoli Shkolnik (collectively “Counsel”). This letter also confirms the terms of our representation.

You agree that Counsel will be responsible for your representation and may bring and prosecute this matter in your name. We intend to file this case as a class action. Other law firms may also be involved in prosecuting this action on your behalf or on behalf of other plaintiffs or class representatives that have joined this action through consolidation of actions individually or utilizing the Judicial Panel on Multidistrict Litigation process. By signing this letter, you also acknowledge, Counsel may associate with other lawyers or law firms as co-counsel in prosecuting this action on behalf of the class.

If there is a recovery of any kind in this matter for you and other members of the class pursuant to a class action, attorneys' fees of Counsel and any co-counsel will be paid from any award granted us by the Court in such amount as may be decided by the Court or by lead counsel. If there is a recovery of any kind for you in this matter outside of any recovery you may obtain as a member of the class, you agree Counsel and other co-counsel shall be paid jointly up to 25% of the total amount of such recovery or its monetary equivalent. Client hereby acknowledges that it has read, understands and consents to this division of fees by and among the Attorneys. Client hereby also acknowledges that he understands that the total fees charged by all of the law firms is not increased solely by reason of the provision for division of fees. If no recovery is made for you there will be no attorneys' fees.

Counsel will advance necessary costs and out-of-pocket disbursements and expenses for this litigation. If there is a recovery of any kind in this matter for you and other members of the

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class pursuant to a class action, Counsel's out-of-pocket costs will be separately awarded by the court or paid by defendants. If there is a recovery of any kind for you in this matter outside of any recovery you may obtain as a member of the class, you agree that Counsel's out-of-pocket costs will be paid from said recovery before the contingent fee is calculated. If no recovery is made for you, either as part of or apart from the plaintiff class, you shall have no obligation to reimburse Counsel and co-counsel for such out-of-pocket costs.

You agree to cooperate and assist us in the prosecution of the litigation. We may request your records (including purchase records) and other information, and your participation in the litigation as necessary, including testimony in depositions and appearance at court hearings and trial. You agree to comply with our requests in a timely manner. You also agree to be guided by our views and advice regarding settlement.

We will advise you regularly of the progress of the lawsuit. You should feel free to contact us any time you have questions or otherwise wish to discuss the matter.

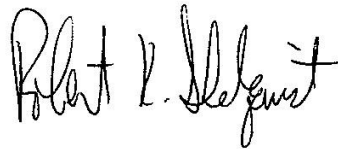
If the terms and conditions in this retainer agreement are acceptable, please sign and date where indicated below and return via e-mail.

If you have any questions regarding this agreement or any other matter, please do not hesitate to call.

We look forward to working with you toward a successful resolution of this matter.

Very truly yours,

LOCKRIDGE GRINDAL NAUEN PLLP

A handwritten signature in black ink, appearing to read "Robert K. Shelquist", with a stylized flourish at the end.

Robert K. Shelquist

RKS/brg

cc: Scott Riggs (via e-mail only; sriggs@kennedy-graven.com)

READ AND ACCEPTED by

By: _____

Print Name: _____

Date: _____