

RETAINER AGREEMENT

The City of New Prague, Minnesota and the New Prague Utilities Commission (collectively the "Clients") retain the Law Firms of Lockridge Grindal Nauen P.L.L.P. and Napoli Shkolnik (collectively "Law Firms"), as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that may be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies, including, but not limited to, drinking water facilities, sanitary sewer facilities, storm sewer facilities, water treatment facilities and landfills by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Clients and Law Firms agree that the Law Firms shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Clients will not be liable to pay the Law Firms if there is not any form of recovery.*

2. DISBURSEMENTS: In the event there is no recovery, the Clients shall not be obligated to pay the Law Firms a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. Prior to settlement, an itemization of these expenses shall be disclosed to the Client. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Clients' share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	<u>\$ 25.00</u>
Net settlement	\$ 75.00
Disbursements	- <u>\$ 10.00</u>
Net to Client	\$ 65.00

4. WITHDRAWAL: The Law Firms expressly reserve the right to withdraw their representation at any time upon reasonable notification to the Clients. In the event that the Clients advise the Law Firms to discontinue the handling of this claim, or if the Clients fail to cooperate with the Law Firms in the handling of this claim, Clients agree to compensate the Law Firms a reasonable amount for their services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The Clients understand that the Law Firms have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Clients. In the event that the Clients desire to transfer the file from this office, the Clients shall be responsible to compensate the Law Firms for the reasonable value of their services. Such transfer shall include documents or attorney work product regarding the general liability of the defendants, but it is understood that those documents are not exclusive to the Client and will also be retained by the Law Firms.

5. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firms are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. STATUTE OF LIMITATIONS: We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firms.

8. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys have full authority to prepare, sign and file all pleadings, drafts, authorizations, and papers as shall be reasonably necessary to pursue this representation. Attorneys are also authorized and empowered to act as Clients' negotiator in any and all negotiations concerning the subject

of this Agreement, subject to approval of any settlement by the governing body of the Client.

9. ASSOCIATION OF OTHER ATTORNEYS: The Law Firms may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Clients. Clients understands that Law Firms employ numerous attorneys that may work on Clients' case.

10. ASSOCIATE COUNSEL: The Law Firms may participate in the division of fees in this case and assume joint responsibility for the representation of the Clients either in the event that the Attorney retains associate counsel or that the Clients later choose new counsel, provided that the total fee to the Clients does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Clients will be advised of such joint responsibility and full disclosure will be made to Clients regarding the division of fees so that the consent of the Clients can be obtained.

11. MINNESOTA LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Minnesota and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Minnesota.

12. MEDIATION: In the event the Law Firms and the Client are unable to resolve any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firms to Clients or (4) the relationship between the Law Firms and Clients, whether either party may make a written request to the other party to mediate the dispute. Upon such notice, the parties shall jointly select a mediator to assist in resolving the dispute. The parties shall share equally in the costs of the mediator, but shall otherwise pay their own costs related to the mediation. If either party determines they are not able to agree on a single mediator, they shall notify the other party in writing. Upon such notice, each party shall be responsible for selecting their own mediator. The two mediators shall then select a third. The mediation shall then be conducted by the three mediator panel. Each party shall be responsible for the costs of the mediator it selected and shall share equally in the costs of the third mediator. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

13. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Clients or the Law Firms can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Clients will be bound by the terms of the Agreement and is executing the

document electronically via Clients' electronic signature, indicated as "/s/" in the signature field and elects the Law Firms advance disbursements.

14. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS ____ day of _____, 2023.

CITY OF NEW PRAGUE, MINNESOTA

**LOCKRIDGE GRINDAL NAUEN
P.L.L.P.**

By: _____
Duane J. Jirik, Mayor

Robert K. Shelquist

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NAPOLI SHKOLNIK

By: _____
Joshua M. Tetzlaff, City Administrator

Printed Name of Attorney

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NEW PRAGUE UTILITIES COMMISSION

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By: _____
Bruce Reimers, General Manager

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