

## **RETENTION AGREEMENT**

**WHEREAS**, the Attorney General of the State of Mississippi has determined that claims (the "Claims") should be brought against chemical manufacturers (collectively "Defendants") arising from contamination of water, water wells, and other natural resources by certain perfluoroalkyl substances ("PFAS") that are released from aqueous film forming foam ("AFFF") and potentially from other end products and processes and have caused injuries and losses to the State of Mississippi as set forth herein; and

**WHEREAS**, the Attorney General has determined that the State of Mississippi has claims for damages and other rights and remedies against the Defendants related to and caused by the manufacture, marketing, supply, sale, and use of AFFF and other PFAS products in Mississippi; and accordingly, Law Firms hereby agree to represent the State as a party in the AFFF Multi-District Litigation pending in Charleston, South Carolina in pursuit of damages for all PFAS contamination claims against the manufacturers of AFFF and PFAS associated with AFFF. Law Firms will seek to recover damages sustained by the State as a result of the contamination and any past, present, and future costs incurred to remove contaminants from water, water wells, and other natural resources.

**WHEREAS**, the Attorney General has determined that the investigation, research, and litigation of the Claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with Defendants' wrongful actions and/or omissions, knowledgeable about the complex scientific issues that arise in environmental contamination litigation cases, and experienced in litigating and resolving these types of claims on behalf of public entities; and

**WHEREAS**, the Attorney General has further determined that it is in the best interests of the State and its citizens that the State retain attorneys with significant complex and environmental litigation experience; and,

**WHEREAS**, Law Firms are experienced in such litigation and consented to represent the State of Mississippi in association with the Attorney General, respecting the claims and pursuant to the terms and conditions hereof; and

**IT IS, ACCORDINGLY, AGREED** as follows:

1. The Office of the Attorney General hereby retains the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, P.C., and Herring, Long & Crews, P.C. ("Law Firms"), who are hereby designated as Special Assistant Attorneys General, to investigate, research, and prepare claim(s) or complaint(s) for the Office of the Attorney General to file in any appropriate Court (the "Claims").
2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle this litigation on behalf of the State of Mississippi and its citizens, and the Law Firms shall apprise the Attorney General of all settlement offers. The Law Firms

shall consult with the Attorney General and obtain her approval on all material matters pertinent to the Claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The Attorney General shall cooperate with the Law Firm and use best efforts to secure the cooperation of other State agencies. The Attorney General shall designate one or more members of her staff to monitor these Claims, who will be available directly to the parties in this matter as needed, and the Law Firm shall keep the Attorney General and her designated staff member(s) fully informed on all matters pertaining to the Claims.

3. The Attorney General and the Law Firms both recognize that the Claims present numerous factual and legal obstacles and that no assurance of success on the Claims has or can be made.
4. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.
5. Notwithstanding the potential difficulties, the Law Firms have agreed to represent the State, and the Attorney General hereby agrees that the Law Firms will be compensated for recovery by the State of Mississippi on the following basis:
  - A. Recovery of Attorneys' Fees: The Attorney General may request that the court, to the extent permitted by applicable law, award the State and the Law Firms reasonable attorneys' fees.
  - B. In addition to any fees awarded by the court, the Law Firms will be entitled to a contingency fee as described in the attached Exhibit A.
  - C. The Law Firms shall receive no compensation or reimbursement other than set out in this Agreement and in the attached Exhibit A and all in conformity with state law. In the event that no recovery is realized, the Law Firms shall receive no attorneys' fees and no reimbursement of costs and expenses.
6. With the approval of the Attorney General, Law Firms may associate other attorneys at their own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and not transferable, nor are the Law Firms' commitments delegable without the express, written approval of the Attorney General.
7. Law Firms shall, from the date hereof until not less than four (4) years after this contract expires or is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts, and invoices, and other financial transactions that concern the providing of attorney services.
8. The above is approved and agreed upon by all parties.

DATED 12/15/20

ATTORNEY GENERAL OF  
THE STATE OF MISSISSIPPI

BY Tricia L. Beale  
Name / Title Special Asst.  
Attorney General

[Signature]  
Signature

BARON & BUDD, P.C.

BY Scott Sammy  
Scott Sammy / Shareholder

COSSICH SUMICH PARSIOLA & TAYLOR, P.C.

BY [Signature]  
Phil Cossich / Shareholder

HERRING, LONG & CREWS, P.C.

BY James H. Herring

## EXHIBIT A

1. Law Firms will receive a contingency fee in the amount of:
  - a. Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus
  - b. Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus
  - c. Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus
  - d. Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus
  - e. Five percent (5%) of any portion of such recovery exceeding Twenty-five Million Dollars (\$25,000,000.00).