



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NORTH DAKOTA GENERAL ARBITRATION STATUTE

_____ (Client) retains the Law Firm of Napoli Shkolnik PLLC, 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 are found to 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 by per- and polyfluoroalkyl and related substances (PFAS/PFOA), 1,4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

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

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee or disbursements 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. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's 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 Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its 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 client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm 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. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **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 Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client 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 Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. NORTH DAKOTA OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of North Dakota or applicable law 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 North Dakota or applicable law.

13. ARBITRATION: 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 Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in any court having jurisdiction in North Dakota. This arbitration provision shall be enforceable in either federal or state court in North Dakota pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any



award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any court in North Dakota having jurisdiction.

14. 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. Client or the Law Firm 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) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. 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.

16. 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 _____,
20_____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE NORTH DAKOTA GENERAL ARBITRATION STATUTE**

(Name of Client)

NAPOLI SHKOLNIK, PLLC

By: _____

Printed Name

Printed Name of Attorney

Email Address: _____



Title: _____

Address: _____

Phone: _____

CONTACT INFORMATION

Client: _____

Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

Legal counsel: _____

Phone number: _____

Email address: _____

Address: _____

Public Works Superintendent: _____

Phone number: _____

Email address: _____

Address: _____

Environmental Engineering Firm (if applicable): _____

Phone number: _____

Email address: _____

Address: _____

GENERAL INFORMATION

1. Number of connections used year-round by residents. _____
2. Population served by system: _____
3. Is the system owned by a State, territory of the United States, or the federal government.

4. Have you tested for PFAS and received positive results?
Circle One: YES NO

IF YES, please list all the dates and attach any Reports that include results and data for all tests that you have conducted related to the presence of PFAS contamination.

5. Maximum Historical Flow Rate in Millions of Gallons Per Day (MGD):

6. Has there been any known usage of AFFF or Class B firefighting foam in the area (fire extinguishing, fire department training, etc.)?

Circle One: YES NO

If YES, who used them and (if known) what type(s) of AFFF were used?

7. Are there or have there ever been any airports nearby?

Circle One: YES NO

If YES, what are/were they?

8. Are there any military bases or military training facilities nearby?

Circle One: YES NO

If YES, has there been any AFFF usage there?

Circle One: YES NO

Are there any PFAS testing results available of groundwater, surface water or soil (circle all that apply)?

9. Do you know of any facility that may be storing AFFF, such as airports, fire departments or fire training facilities?

Circle One: YES NO

If YES, what are they?

10. Do you know of any local landfills or recycling centers?

Circle One: YES NO

If YES, please list them:

11. Are you aware of any other potential source of PFAS contamination?

Circle One: YES NO

If YES, please provide a list:

12. Have you received/issued any Drinking Water Advisories related to PFAS?

Circle One: YES NO

13. Have you received/issued any Fish Consumption Advisories related to PFAS?

Circle One: YES NO

14. Have you obtained any recovery or reimbursement of funds for investigation, testing, or remediation from any other entities (public or private) in connection with the alleged presence of PFAS in that water system?

Circle One: YES NO

If YES, please provide details:

15. Has there been any remedial actions taken by the water district?

Circle One: YES NO

If yes, what are they:

16. Has The Water System expended monetary resources to initiate the design and/or installation of a Water Treatment System specifically for PFAS (granular activated carbon (GAC), Ion Exchange, or reverse osmosis (RO))?

Circle One: YES NO

If yes, what are they:

17. Does The Water District have existing and operable treatment systems installed and intended to remove contaminants *other than* PFAS (granular activated carbon (GAC), Ion Exchange, or reverse osmosis (RO))?

Circle One: YES NO

18. Has The Water District tested positive for any other man-made, organic chemical that is regulated by the Federal Safe Drinking Water Act and could reasonably be eliminated by the same treatment technologies used for PFAS?

Circle One: YES NO

If yes, which ones:

19. Are there any PFAS regulations in the water district's location?

Circle One: YES NO

If yes, what are they:

IF YOU OPERATE A WASTE STORAGE FACILITY, LANDFILL, OR RECYCLING CENTER, PLEASE ANSWER THE FOLLOWING:

1. Do you treat effluent/leachate internally or is it sent to a wastewater treatment plant?

Which Wastewater Treatment Plant: _____

* If you treat the effluent/leachate internally, please refer to the Wastewater Treatment questions.

2. Have you ever had failures of the landfill liner that led to leachate seeping or seepage of leachate outside the bounds of this liner?

Circle One: YES NO

IF YOU OPERATE A DRINKING OR WASTEWATER TREATMENT PLANT, PLEASE ANSWER THE FOLLOWING:

1. Is the water treatment facility equipped with a method for treating water that is capable of removing PFAS contamination?

Circle One: YES NO

If YES, please specify:

2. Do you use biological treatment processes at your facility?

Circle One: YES NO

3. Do you dispose of treated biosolids (circle all that apply):

Sell for agricultural purposes

Send to a landfill

Other: _____

4. Do you test effluent biosolids for PFAS?

Circle One: YES NO

Thank you for taking the time fill out this information sheet!