

# **FEE AGREEMENT**

## **State of Michigan Department of Attorney General**

### **PCB Litigation**

1. This is a contingent fee Contract. Applicant law firms Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP have been selected to enter into a SAAG Contract to provide legal services through the appointment of specified individuals as Special Assistant Attorneys General (SAAGs). Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP shall receive no compensation from the State of Michigan for any services rendered unless the State of Michigan recovers civil penalties, compensatory or punitive damages, and/or attorneys' fees in connection with the litigation described in the Contract to which this Fee Agreement is attached. If the State obtains such a recovery, Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP will be compensated for its services as follows:

a. Those costs necessary for conducting the PCB Litigation described in the SAAG Contract shall initially be advanced by Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP and shall be deducted from the litigation's gross or total recovery, if any, before any further distribution is made;

b. Of the monies remaining from any recovery after deducting costs, Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP shall receive a contingent fee according to the following graduated scale:

<b>Amount of Recovery</b>	<b>Stage of Litigation at which Recovery is Obtained</b>				
	<b>Before filing of complaint</b>	<b>Before ruling on motion to dismiss</b>	<b>Before close of discovery</b>	<b>Before trial</b>	<b>During or after trial</b>
\$0 to \$50 million	5%	11.5%	15%	17%	21%
Any portion of recovery \$51 - \$100 million	4%	9%	12%	15%	18%
Any portion of recoveries exceeding \$100 million	3%	7%	9%	12%	14%

c. In the event that Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP enter into a contingency fee contract with any other State for the purpose of pursuing PCB Litigation, the State of Michigan reserves the right to amend subsection 1(b) of the Fee Agreement to include the contingency fee formula or scale from that contract with another State for PCB Contamination Litigation.

2. All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) to the SAAGs in accordance with the provisions of Par. 5.11 of the Contract to which this Fee Agreement is attached.

3. Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP shall advance all necessary costs necessary for conducting the litigation, including, but not limited to, expert witness fees and costs, deposition costs, and costs of document review and production. Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP's agreement to advance all litigation costs, as well as its agreement to defer fees while any and all litigation (including appeals and enforcement actions) is pending, has been taken into consideration in establishing the fee schedule above.

4. Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP shall be reimbursed for reasonable costs solely from the recovery of funds obtained from the defendant(s) in the litigation under the terms of the SAAG Contract, as approved by the Attorney General. Reimbursement for reasonable and necessary meals, lodging, and travel expenses shall be in accordance with the State of Michigan travel and other expense requirements, which can be found at [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html). Expenses exceeding State rates will not be reimbursed. Proper documentation by receipts or otherwise shall be submitted, with all invoices and all documentation to be retained by Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP for at least one full year following this Agreement's termination. All costs must be itemized and no reimbursement may be applied for or requested for "miscellaneous" listings. The Attorney General in her sole discretion may decline to reimburse Sher Edling LLP, Keller Rohrbach LLP, and DiCello Levitt LLP for improperly documented, unnecessary, or unreasonable costs.

5. The State will not pay for attorney or paralegal time spent performing clerical tasks, such as filing, indexing, or page numbering.

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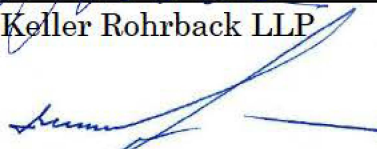
Dated: June 26, 2025

  
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Sher Edling LLP

Dated: July 1, 2025

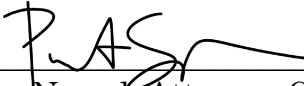
  
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Keller Rohrback LLP

Dated: July 1, 2025

  
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DiCello Levitt LLP

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Dated: September 16, 2025

  
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Dana Nessel, Attorney General  
or her Designee  
Michigan Department of Attorney  
General