

FEE AGREEMENT

State of Michigan Department of Attorney General

Climate Change Litigation

1. This is a contingent fee Contract. Applicant law firms DiCello Levitt LLP, Sher Edling LLP, and Hausfeld 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). DiCello Levitt, Sher Edling, and Hausfeld 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, DiCello Levitt, Sher Edling, and Hausfeld will be compensated for its services as follows:

a. Those costs necessary for conducting the litigation described in the SAAG Contract shall initially be advanced by DiCello Levitt, Sher Edling, and Hausfeld 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, DiCello Levitt, Sher Edling, and Hausfeld shall receive a contingent fee according to the following graduated scale:

Amount of Recoveries (after deducting Costs and Expenses)	Stage of Litigation at which Recovery is Obtained	
	Before discovery	After Commencement of Discovery
\$0 to \$150,000,000.00; plus	10%	16.67%
Any Portions of Sums Recovered Exceeding \$150,000,000.00	2.5%	7.5%

c. In the event that DiCello Levitt, Sher Edling, and Hausfeld enter into a contingency fee contract with any other State for the purpose of pursuing Climate Change 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 Climate Change 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.

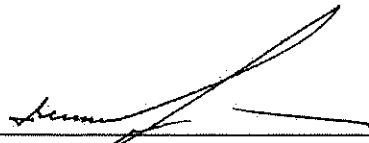
3. DiCello Levitt, Sher Edling, and Hausfeld shall advance all necessary costs necessary for conducting the litigation, including, but not limited to, expert witness fees and costs, deposition costs, and costs of document review and production. DiCello Levitt, Sher Edling, and Hausfeld's agreement to 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. DiCello Levitt, Sher Edling, and Hausfeld 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. 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 DiCello Levitt, Sher Edling, and Hausfeld 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 DiCello Levitt, Sher Edling, and Hausfeld for improperly documented, unnecessary, or unreasonable costs.

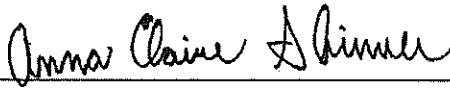
5. The State will not pay for attorney or paralegal time spent performing clerical tasks, such as filing, indexing, or page numbering.

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Dated: September 5, 2024


Adam Levitt

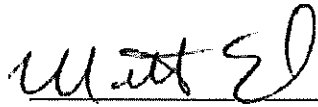
Dated: September 5, 2024


Anna Claire Skinner

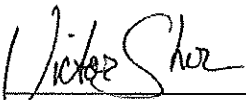
Dated: September 5, 2024


Daniel Rock Flynn

Dated: September 5, 2024


Matt Edling

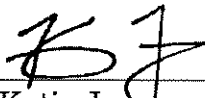
Dated: September 5, 2024


Vic Sher

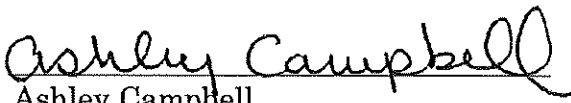
Dated: September 5, 2024


Stephanie Biehl

Dated: September 5, 2024


Katie Jones

Dated: September 5, 2024


Ashley Campbell

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Dated: September 5, 2024

Katie R. Beran
Katie R. Beran

Dated: Sep 6, 2024


James Gotz

Dated: Sep 6, 2024

Michael D. Hausfeld
Michael D. Hausfeld

Dated: Sep 6, 2024

Richard Lewis
Richard Lewis (Sep 6, 2024 13:13 EDT)
Richard S. Lewis

Dated: Sep 6, 2024

Scott Gilmore
Scott Gilmore

Dated: Sep 6, 2024

Samantha Derksen
Samantha Derksen

Dated: Sep 6, 2024

Kartik S. Madiraju
Kartik S. Madiraju

Dated: Sep 6, 2024

Erika A. Inwald
Erika A. Inwald (Sep 6, 2024 13:44 EDT)
Erika A. Inwald

Dated: Sep 6, 2024

Emma Blake
Emma Blake

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Dated: September 26, 2024

A handwritten signature in black ink, appearing to read 'Dana Nessel', written over a horizontal line.

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