

FEE AGREEMENT

State of Michigan Department of Attorney General

PFAS Environmental Tort Litigation

1. This is a contingent fee case. The Fields Team, comprised of Fields PLLC; Keating, Muething & Klekamp PLL; and DiCello Levitt Gutzler LLC, has been selected to enter into a SAAG Contract to provide legal services through the appointment of specified individuals as Special Assistant Attorneys General (SAAGs). The Fields Team 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, the Fields Team 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 the Fields Team 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, the Fields Team shall receive a contingent fee according to the following graduated scale:

Amount of recovery	Attorneys' Fee
\$0 - \$100,000,000	20% of recovery
\$100,000,000.01 - \$200,000,000	17.5% of recovery
\$200,000,000.01 - \$300,000,000	15% of recovery
\$300,000,000.01 - \$400,000,000	12.5% of recovery
\$400,000,000.01 - \$500,000,000	10% of recovery
Over \$500,000,000.01	10% of recovery

c. In the event that the Fields Team enters into a contingency fee contract with any other State for the purpose of pursuing manufacturers of per- and polyfluoroalkyl substances (PFAS) for costs and damages related to the presence of PFAS in the environment, 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 litigation against manufacturers of PFAS.

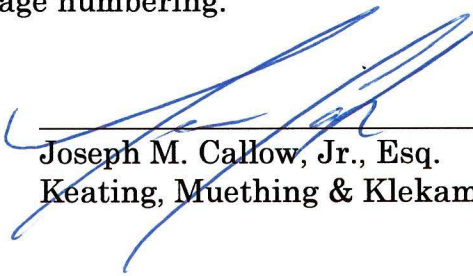
2. All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) to the SAAGs in accordance with the provisions of Par. 5.11 of the Contract to which this Fee Agreement is attached.

3. The Fields Team 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. The Fields Team'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. The Fields Team shall be reimbursed for its 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 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 shall be retained by the Fields Team 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 the Fields Team 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.

Dated: September 20th, 2019



Joseph M. Callow, Jr., Esq.
Keating, Muething & Klekamp PLL

Dated: September ___, 2019

Richard M. Fields, Esq.
Fields PLLC

Dated: September ___, 2019

Amy E. Keller, Esq.
DiCello Levitt Gutzler LLC

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. The Fields Team 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. The Fields Team'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.

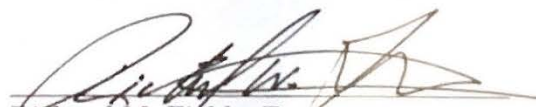
4. The Fields Team shall be reimbursed for its reasonable costs solely from the recovery of funds obtained from the defendant(s) in the litigation under the terms of the SAAG Contract, as approved by the Attorney General. Reimbursement for meals, lodging and travel expenses shall be in accordance with 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 shall be retained by the Fields Team 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 the Fields Team 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.

Dated: September __, 2019

Joseph M. Callow, Jr., Esq.
Keating, Muething & Klekamp PLL

Dated: September 20, 2019



Richard M. Fields, Esq.
Fields PLLC

Dated: September __, 2019

Amy E. Keller, Esq.
DiCello Levitt Gutzler LLC

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. The Fields Team 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. The Fields Team'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. The Fields Team shall be reimbursed for its 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 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 shall be retained by the Fields Team 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 the Fields Team 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.


Dated: September __, 2019

Joseph M. Callow, Jr., Esq.
Keating, Muething & Klekamp PLL

Dated: September __, 2019

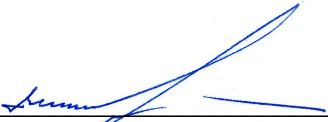
Richard M. Fields, Esq.
Fields PLLC

Dated: September 20, 2019



Amy E. Keller, Esq.
DiCello Levitt Gutzler LLC

Dated: September 20, 2019



Adam J. Levitt, Esq.
DiCello Levitt Gutzler LLC

Dated: September __, 2019

Gregory M. Utter, Esq.
Keating, Muething & Klekamp PLL

Dated: September __, 2019

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

Dated: September __, 2019

Adam J. Levitt, Esq.
DiCello Levitt Gutzler LLC

Dated: September 20, 2019



Gregory M. Utter, Esq.
Keating, Muething & Klekamp PLL


Dated: September __, 2019

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

Dated: September 27, 2019

Adam J. Levitt, Esq.
DiCello Levitt Gutzler LLC

Dated: September 27, 2019



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