



**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

June 5, 2019

City Manager Ed Haley
City of Millington
7930 Nelson St.
Millington, TN 38053

Re: Investigation of Potential Groundwater Supply Contamination by PFCs and 1,4-Dioxane; Retainer by City of Millington, Tennessee

Dear City Manager Haley:

This letter is our proposal for the retention of Napoli Shkolnik PLLC (“Napoli Shkolnik”) to represent the City of Millington (the “City”), in the investigation and any resulting litigation regarding the perfluorinated chemicals (“PFC”), 1,4-Dioxane, or any unregulated contaminant contamination of the City’s groundwater supply.

Napoli Shkolnik has both the financial and legal resources to provide the City with the highest level of representation. Napoli Shkolnik is prepared to investigate the PFC and/or 1,4-Dioxane contamination of the groundwater on behalf of your City upon the signing of this retainer agreement. If upon the conclusion of Napoli Shkolnik’s initial investigation it is determined there are actionable claims for PFC, 1,4-Dioxane, or any unregulated contaminant contamination(s), the City shall make the decision as to whether Napoli Shkolnik shall bring suit on behalf of the City. Napoli Shkolnik shall not file any suit on behalf of the City against any governmental or municipal entity. Napoli Shkolnik is prepared to finance the entire litigation including all out of pocket expenses and disbursements and handle the lawsuit on a contingent fee basis. This guarantees that the taxpayers will not be responsible for any costs of this litigation whether we are successful or not. To that end, Napoli Shkolnik proposes the following fee arrangements:

TERMS OF RETAINER

Napoli Shkolnik shall handle the entire litigation for a contingent fee of Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. All costs and disbursements of the litigation will be paid by Napoli Shkolnik and will be reimbursable at the end of the litigation out of the proceeds of any recovery or settlement.

In the event there is no recovery, the City shall not be obligated to pay the law firm any disbursements or any legal fee for services rendered. Disbursements may include (but are not limited to) 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 record review, conferences with counsel, preparation of exhibits and reports, expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, and long distance telephone charges. At the time of the final settlement, these expenses shall be deducted prior to the computation of the Attorney’s Fee.

The above contingency fee shall be computed on the net recovery arrived at by deducting from the gross recovery all appropriate disbursements in connection with the institution and prosecution of this claim as set forth in the paragraph above. The contingency fee does not contemplate any appeal. The law firm is under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees for such work.

In addition, 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 lesser of (i) the Bank Rate Monitor National Index for personal loans effective on the date of the initial advance and (ii) 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. This interest will be included as a disbursement at the end of the case and will not in any be recoverable unless there is a recovery in the case by suit settlement or otherwise.

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.

Napoli Shkolnik may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the City. The City understands that Napoli Shkolnik is a professional limited liability company with a number of attorneys. Several of those attorneys are anticipated to work on the City case.

Napoli Shkolnik 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.

This Agreement shall be considered construed under and in accordance with the laws of the State of New York and the rights, duties and obligations of the City and of Attorneys regarding Attorney's representation of the City and regarding anything covered by this Agreement shall be governed by the laws of the State of New York.

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City Manager Haley
June 5, 2019
Page 3

The City shall not be responsible for any fees, costs or disbursements in the event the litigation is unsuccessful.

It is a privilege to have this opportunity and we look forward to working with you.

Very truly yours,

NAPOLI SHKOLNIK, PLLC



Paul J. Napoli

Agreed this _____ day of _____ 2019

Location

By: _____ (Please print name and title under signature)