

ATTORNEY-CLIENT LEGAL SERVICES CONTRACT

This ATTORNEY-CLIENT LEGAL SERVICES CONTRACT (“Contract”) is entered into this ____ day of November 2025, by and between ____ Snohomish County and Snohomish County Airport at Paine Field (“Client”) and the law firms of Grant & Eisenhofer P.A., Pawa Law Group, P.C., and Earth & Water Law LLC (Attorneys”) (collectively referred to herein as “Attorneys”) for the purpose of legal representation of the Client. This Contract encompasses the following provisions:

1. **SCOPE AND DUTIES.** Client hereby retains Attorneys for the provision of legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled because of litigation to be filed by Attorneys on behalf of Client concerning per- and polyfluoroalkyl (“PFAS”) contamination. Attorneys will investigate and present options for suit against companies responsible for causing PFAS contamination of Client properties, drinking water supplies and drinking water systems, surface waters, groundwater, wastewater and wastewater systems, stormwater systems, and other public or natural resources under Client authority.

The Attorneys will provide legal services in connection with pursuing one or more lawsuits, from pre-suit investigation through final appeal, against all those responsible for the PFAS contamination and related damages Client suffered (the “Claims” and/or “Action”). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

2. **AUTHORIZED REPRESENTATIVE OF CLIENT.** **Andrew Rardin, DPA Michelle Corsi, and/or Special DPA Matt Stock**, shall serve as authorized representatives of the CLIENT (“Designated Client Contact”) to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Contract. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
3. **CLIENT RETAINS DECISION MAKING AUTHORITY.** The Designated Client Contact retains complete control of all decisions in the case on behalf of the Client. Client in no way assigns its discretion to Attorneys and retains all of its inherent powers related to discretion, judgment, control and decision making related to the Action.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by the Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Actions or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Contract for additional compensation, a separate written agreement between Attorneys and Client will be required.
5. **ATTORNEYS FEES.** The Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in any Action. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described in Attachment 1. The three law firms providing legal services have, by separate agreement between them, agreed to how the attorneys' fees shall be divided between the three law firms as set forth in Attachment 2. Client has reviewed and approves this division so fees.
6. **COSTS.**
 - A. "Costs" include, but are not limited to, as are preapproved by the Designated Client Contact, court filing fees, deposition costs, expert, consultant, and investigator fees and expenses, investigation costs, transportation, meals and lodging for out of town travel, messenger service fees, photocopying expenses, and process server fees. Costs shall not include full or part-time employees (e.g. paralegals and law clerks). Instead, Costs shall be specific and confined to representation of the Client.
 - B. Attorneys will advance the Costs incurred in connection with Attorneys' representation of Client under this Contract. Costs will be advanced by Attorneys and then paid by Client solely from any monetary recovery and only if there is a monetary recovery. If no recovery is obtained for Client, Attorneys will not be entitled to any reimbursement for its Costs from Client. Client understands that the three law firms have an agreement among themselves as to how costs will be paid.
 - C. Attorneys will be reimbursed for any unreimbursed Costs before any distribution of fees to Attorneys and before any distribution to Client. Attorneys will bear the risk of any unreimbursed Costs beyond the monetary recovery in the Action. In addition, to the extent permitted by law and to the extent not based on the conduct or decisions of Client or the Designated Client Contact, Attorneys will bear the risk of any defense costs taxed against Client in the event of a court judgment for defendants in the Action.
 - D. Client authorizes Attorneys to incur reasonable Costs and to retain consultants or expert witnesses reasonably necessary in Attorneys' and the Designated Client Contact's judgment. There shall be no mark-up attached. As such, Attorneys and the Client are jointly incentivized to keep Costs to a minimum. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by Attorneys, include, but are not limited to, Client's actual expense

incurred in providing information to Attorneys or defendants and damages claimed by others in the Action, if any, that Client is ultimately required to pay.

- E. Attorneys and the Designated Client Contact shall meet and confer regarding selection and retention of experts in the Action and the Designated Client Contact shall be informed of the persons chosen and their charges. Retention of experts requires the Designated Client Contact's approval which shall not be unreasonably withheld.
- F. Attorneys will provide the Designated Client Contact with periodic statements of Costs incurred in the Action at approximately quarterly intervals or at such other frequency as mutually agreed between the Designated Client Contact and Attorneys.

7. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys will divide shared expenses either equally, or pro rata among such clients, in Attorneys' discretion. Attorneys will deduct Client's portion of those expenses from Client's share of any recovery. Prior Client approval is required for shared expenses.

8. **LIEN.** Client hereby grants Attorneys a lien on any and all claims or causes of action that are the subject of Attorneys' representation under this Contract. Attorneys' lien will be for any sums due and owing to Attorneys at the conclusion of Attorneys' services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise.

9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Attorneys may withdraw with Client's consent, upon court approval, or, if no action is filed for good cause as permitted by the applicable Rules of Professional Conduct. Attorneys may also discharge Client if Attorneys determine Client's claims no longer economically merit prosecution by Attorneys. If this Contract is terminated by Attorneys without good cause, Attorneys shall not be entitled to the recovery of any Attorneys' fees or Costs, regardless of the status of the Action, and regardless of whether any amounts of recovery have been or are subsequently received by Client.

10. **AUTHORITY OF ATTORNEYS.** Subject to consultation with the Designated Client Contact, and where needed, their approval, Attorneys shall take all steps in this matter deemed by them to be advisable for the investigation and handling of Client's causes of action, including hiring investigators, expert witnesses, and/or other attorneys, and filing any legal action necessary. A decision by Attorneys to retain associate counsel shall be subject to the Designated Client Contact's approval, which shall not be unreasonably withheld. The amount of attorneys' fees which Client pays will not be increased by retention of additional counsel, but instead, such associated co-counsel will be paid by the Attorneys out of the Attorneys' fee delineated in Section 6 above.

11. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. MULTIPLE REPRESENTATION. Client understands that Attorneys do or may represent other clients with actual or potential PFAS litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues may be or become inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to representation when actual, present, or potential conflicts of interest exist. Client has conferred with the Designated Client Contact, and is not deterred from hiring Attorneys because of the present risks of conflicts which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. Client expressly reserves its right to be informed as any conflicts arise in the future.

By signing this Contract, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in similar litigation. Client remains free to seek other legal advice at any time even after signing this Contract. Attorneys represent that, after reasonable inquiry into their records, they are not aware of any conflicts of interest presented by their representation of Client.

13. ENTIRE CONTRACT. This Contract and Attachment 1 and 2 contain the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Contract will be binding on the parties.
14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.
15. MODIFICATION BY SUBSEQUENT AGREEMENT. This Contract may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Contract.
16. NO AWARD OF ATTORNEYS' FEES OR COSTS IN ACTION ON CONTRACT. Each party shall bear its own attorneys' fees and costs incurred in any action or proceeding concerning or arising out of this Contract, or efforts to negotiate the matter, and the parties shall share equally the costs of any arbitrator, mediator, or other decision maker in any forum.

17. GOVERNING LAW. The terms and provisions of this Contract and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Washington without regard to conflict of law principles. Venue to enforce this Contract is in the Washington state or federal courts.
18. EFFECTIVE DATE OF CONTRACT. The effective date of this Contract will be the date when, having been executed by Client, one copy of the Contract is received by Attorneys. Once effective, this Contract will, however, apply to services provided by Attorneys on this matter before its effective date.
19. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CLIENT. No official or employee of the Client shall be personally liable for any default or liability under this Contract.
20. NON-DISCRIMINATION. Attorneys covenant that there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, handicap, national origin, sexual orientation or ancestry in any activity pursuant to this Contract.
21. INDEPENDENT CONTRACTOR. It is agreed that Attorneys shall act as and be independent contractors and not agents or employees of the Client.
22. AUTHORITY OF PARTIES. Each of the signatories to this Contract warrants that he or she has the authority to enter into and execute this Contract and to bind the entity or entities on whose behalf each signs.

The above is approved and agreed upon by all parties.

FOR ATTORNEYS:

Dated: _____

Grant & Eisenhofer P.A.
Jay Eisenhofer

Dated: _____

Pawa Law Group, P.C.
Matthew F. Pawa

Dated: _____

Earth and Water Law
Jeffrey S. Longsworth

FOR CLIENT:

Date: _____

Snohomish County

ATTACHMENT 1

Pawa Law Group, P.C., Grant & Eisenhofer P.A., and Earth & Water, LLC Contingency Fee Structure

“Recovery” as used herein means any settlement or judgment paid by a defendant. Recoveries for multiple clients that are achieved via a single settlement agreement are treated as a single settlement for purposes of determining the amount of the Recovery below. A Recovery for an individual client via a settlement agreement applicable to that client only is treated as a single Recovery. Clients should agree not to require joint settlement agreements solely for the purpose of reducing Attorneys’ Fees (as defined in the Legal Services Retention Agreement between Client (“Client”) and Pawa Law Group, P.C., Grant & Eisenhofer P.A., and Earth & Water, LLC (“the Firms”)) (“Agreement”); the intent is to treat multiple client recoveries as a single recovery if there is a mass action or class action resolution. As set forth in the Agreement, the applicable contingency percentage set forth below will be applied to the amount of Recovery remaining after Costs (as defined in the Agreement) and shared expenses have first been deducted from the total Recovery.

Resolution before selection of an airport bellwether:

12 percent of any recovery up to and including \$500 million

10 percent of that portion of any recovery over \$500 million

Resolution after selection of an airport bellwether and prior to submission of the first plaintiff’s expert report:

15 percent of any recovery up to and including \$500 million

12 percent of any that portion of any recovery over \$500 million

Resolution after submission of the first plaintiff’s expert report and prior to submission of a plaintiff’s summary judgment brief:

18 percent of any recovery up to and including \$500 million

14 percent of that portion of any recovery over \$500 million

Resolution after completion of summary judgment briefing and prior to the first day of trial:

21 percent of any recovery up to and including \$500 million

16 percent of that portion of any recovery over \$500 million

Resolution after the first day of trial:

25 percent of any recovery up to and including \$500 million

20 percent of that portion of any recovery over \$500 million

Non-monetary Recovery. If the plaintiffs recover or receive a non-monetary benefit there needs to be a way to determine what the monetary value of the non-monetary portion of the relief should be in order to calculate the amount of the attorneys' fees. The monetary value of such non-monetary relief shall be added to money recovered, if any, to form the basis upon which contingency fee percentages are applied as set out below. However, attorney fees owed based on the monetary valuation of non-cash benefits will not be paid until a cash recovery is received sufficient to pay the attorney fees. In no event will Client be required to pay attorney fees out of any fund other than the monies recovered from defendants (or their insurers, agents or other representatives) arising from the legal actions brought pursuant to this retention agreement.

If the plaintiffs recover or receive non-monetary relief or a combination of monetary and non-monetary relief that is the result of action of the Firms or as a result of the filing of a complaint, the Firms will be entitled to a fee. If the plaintiffs recover non-monetary relief, including remediation and/or restoration that would not have otherwise been performed but for the litigation, Client and the Firms shall make their best efforts to assign a monetary value to that relief, regardless of the cost to the defendant. If the benefit to the plaintiffs is in the form of monies paid to a third party for the purpose of remediation and/or restoration, the dollar value of the remediation and/or restoration shall form the basis, in whole or part, for the contingency fee percentages below.

If Client and the Firms are unable to agree on a monetary value for any non-monetary relief, Client and the Firms shall enter into mediation to place a monetary value upon the benefits of the recovery, which monetary value shall form the basis for the contingency fee percentages below. If the Client and the Firms are not able to place an agreed upon monetary value upon relief, then Client and the Firms shall appoint a neutral third party to determine the monetary value of the relief. If either party disagrees with this determination, it may seek a court determination.

Attachment 2
Division of Fees Among Firms

The firms agree to the following split of fees and costs for handling of the airport cases.

Settlement track.

Resolutions prior to selection of an airport bellwether:

Earth and Water Law 37.5

Pawa Law Group/Grant & Eisenhofer 62.5

Litigation Track.

Resolution after selection of an airport bellwether and prior to submission of the first plaintiff's expert report:

Earth and Water Law 36

Pawa Law Group/Grant & Eisenhofer 64

After submission of the first plaintiff's expert report and before the filing of a plaintiff's summary judgment brief:

Earth and Water Law 33.33 (one third)

Pawa Law Group/Grant & Eisenhofer 66.66 (two thirds)

After completion of summary judgment briefing and before the first day of trial:

Earth and Water Law 30

Pawa Law Group/Grant & Eisenhofer 70

After the first day of trial

Earth and Water Law 28

Pawa Law Group/Grant & Eisenhofer 72

Costs to be split 50/50 Pawa Law Group and Grant & Eisenhofer.