



Weisbrod  
Matteis  
& Copley

Weisbrod Matteis & Copley PLLC  
3000 K Street NW  
Suite 275  
Washington, DC 20007

202 499 7900

[www.wmclaw.com](http://www.wmclaw.com)

April \_\_\_\_\_, 2024

\_\_\_\_\_  
[Name of Water District Board]

\_\_\_\_\_  
[Mayor or Water District Board President]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, and Zip Code]

Re: WMC Letter of Representation in  
PFAS Contamination Cases

Dear \_\_\_\_\_:  
[Mayor or Water District Board President]

We are pleased that you have made the decision to retain Weisbrod Matteis & Copley PLLC ("WMC") to provide legal services to you. This letter describes the services that WMC will provide, its fees for legal services, and information about our working relationship.

**Scope of representation**

WMC agrees to advise and represent the \_\_\_\_\_  
[Name of City or Water District Board] (hereinafter, referred to as "You") in connection with a claim for damages suffered by You as a result of contamination caused by or attributable to manufacturers and distributors of firefighting foams known as Aqueous Film-Forming Foams ("AFFF") and related substances, such as

polyfluoroalkyl substances ("PFAS") including perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonic acid ("PFOS"), which can be harmful to human health. (the "Claim"). Principal defendants include 3M, Dupont, Chemours, Tyco Fire Products LP, and Chemguard, Inc. ("Defendants").

By signing this letter, \_\_\_\_\_ [Mayor or Water District Board President] **represents that he/she has the authority to sign this agreement on behalf of said water district Board based upon an affirmative vote by the Board, which was recorded along with this contract in the Board Minutes of a duly called meeting.**

Our representation will incorporate all aspects of your Claim including negotiations and correspondence with the defendants, and the filing of judicial actions. WMC will work diligently and efficiently to achieve your goals. However, WMC cannot guarantee a particular result.

We must clarify that this professional services agreement only covers Your representation, but not its individual members and/or owners. However, WMC is ready, and willing to assist You in protecting the health and safety of its members and/or owners, and to meet with them to provide information and educate them about their rights.

**WMC will represent Your members and/or owners who so desire in personal legal claims if they have at least one of the following conditions or diseases: kidney cancer, testicular cancer, thyroid disease, ulcerative colitis, bladder cancer, blood cancer (including leukemia, Hodgkin lymphoma, non-Hodgkin lymphoma, and multiple myeloma) breast cancer, liver cancer, pancreatic cancer, or prostate cancer.**

The economic terms related to any representation of Your members and/or owners will be reflected in an individual agreement with such member and/or owner.

### **Fees and expenses**

This is a contingency fee arrangement. You are not responsible for the payment of any sum to WMC for its services unless WMC is successful in obtaining a sum of money, or relief in equity. If You are successful in

recovering, You agree to pay WMC the Contingency Fee of thirty-three percent (33%) of any recovery, prior to deduction of Direct and Indirect Costs ("Contingency Fee").

WMC is responsible for the advance payment of all expenses ("Direct and Indirect Costs"), including expenses related to an estimate of damages and/or an expert that may be sent to review and document all the damages suffered. Direct and Indirect Costs also include court filing fees, witness fees, expert witnesses, court reporters, and other reasonable amounts that WMC would pay in advance in connection with litigating your Claim.

You will reimburse WMC from your portion of the recovery for all that they have paid in advance in Direct and Indirect Costs. For example, if you recover \$100,000 and WMC invested \$2,000 in Direct and Indirect Costs upfront, the payments would be as follows: the Contingency Fee would be \$33,000 and your recovery item would be \$67,000. You would then reimburse WMC \$2,000 of your 67% share for Direct and Indirect Costs.

At WMC's discretion, other consultants may also be retained to assist in the expeditious processing of your Claim. WMC may also obtain funds from funders to facilitate the processing of your Claim and WMC may pledge its own rights to recovery of fees and expenses to that funder.

You approve of Your board attorney being associated by WMC to serve as local counsel and to be paid 15% of the 33% attorney fees, after expenses are deducted.

**Presentation and granting of documents, management of payments, and mandate**

You expressly grant a limited mandate to WMC to submit and deliver any documents, including, without limitation, claim forms and confidentiality agreements that WMC deems necessary; and accept, endorse, and deposit into WMC's client trust account any check, wire transfer, money order, or other payment issued by or to you pursuant to any judgment, court order, or agreement authorized by you.

You authorize WMC to prepare and serve any documents, as necessary, to indicate that all payments submitted must be jointly issued in the name of WMC. WMC will promptly notify you of any payment received on your

behalf and will deposit the payment into WMC's customer trust account. WMC will promptly provide you with a statement detailing the final outcome of the matter, detailing any disbursements that have been made. Once you have approved and signed the settlement statement, WMC will deduct WMC's Contingency Fee and Direct and Indirect Costs and send You the remaining amount to which You are entitled.

The foregoing limited mandate will authorize WMC to endorse and deal in instruments provided pursuant to an agreement with respect to your claim only if you approve the agreement. The limited mandate does not authorize WMC to enter into a binding liquidation agreement on Your behalf without first obtaining your informed consent to settle.

### **Unrelated representations regarding claims before the courts**

WMC also represents and will continue to represent various clients in a wide range of matters, including environmental matters and class action matters. WMC will not make a claim or file litigation against You.

Your representation could involve rights against insolvent companies or entities in financial distress. WMC may also represent other clients (including Your members and/or owners) with claims against those insolvent companies and other entities with limited assets and if a claimant is successful in their claim, may reduce the pool of assets available to satisfy the claims of other creditors.

### **Client Cooperation Responsibility**

To effectively advance your Claim, we will require your assistance and collaboration. Accordingly, You, or your designee, must be available for occasional consultation with WMC, to preserve relevant documents, and to assist WMC in locating, copying, and notarizing its relevant documents, to assist WMC in responding to any discovery requests, to be available to testify at a deposition and/or trial, and to comply with any other reasonable request by WMC.

### **Confidentiality toward the client**

WMC holds communications from all current and former clients (including You) in strict confidence. You agree that You will not have access to or

have any right to the secrets and confidences of other WMC clients. You also agree that, while represented by WMC, WMC is authorized to enter into confidentiality agreements (or other similar agreements) that WMC deems necessary to protect your confidential information. Finally, You agree that WMC may provide certain work products related to your claim to certain third parties including associate attorneys, surveyors, consultants, funders, sponsors, and document management service providers.

### **Dispute resolution**

In the unlikely event that a dispute arises between you and WMC regarding the services provided under this legal representation agreement, WMC will attempt to resolve it amicably with You. In the event You and WMC are unable to resolve such a dispute within a reasonable period of time, the dispute will be submitted to a binding arbitration process before a single AAA arbitrator. This agreement will be governed by the laws of Mississippi. The agreement to arbitrate any dispute related to our representation does not preclude your right to file a disciplinary complaint against WMC.

### **Termination of agreement**

We are confident that this agreement will lead to a mutually satisfactory professional relationship. However, you have the right to terminate this commitment at any time by giving us written notice of termination. WMC also has the right, subject to its responsibilities under applicable ethics rules, to terminate this engagement by providing written notice to you of WMC's decision to terminate your representation. In the event you terminate our representation after substantial work has been performed by WMC or after a final decision has been reached on your claim, WMC will be entitled to the full Contingency Fees plus the reimbursement of any Direct and Indirect Costs, as well as court-ordered fees, if any.

In the event that you terminate our representation prior to such final decision, and you eventually recover funds based on your claim, WMC will be entitled to payment of fees and costs based on the value of the work performed under the applicable laws regarding the termination of contingency fee agreements. (Because this is a contingency fee arrangement, it is not contemplated that you pay WMC's usual hourly rates as these services are provided pursuant to the agreement, however, we let

you know that the rates WMC normally charges to his clients range from \$340 to \$750 per hour.)

Upon termination of our representation upon written request, your documents and property will be returned to You. Records related to the matter that are the property of WMC will be retained for a period of five (5) years.

We are pleased to know that you have hired WMC and we look forward to a fruitful collaboration as your representatives.

Sincerely,

---

August J. Matteis, Jr.\*  
Weisbrod Matteis & Copley PLLC  
3000 K Street NW, Suite 275  
Washington, DC 30007  
\*Not admitted to the practice of law  
in Mississippi

---

Jim Hood  
Weisbrod Matteis & Copley.  
112 Jefferson Street  
Houston, MS 38851

AGREED AND ACCEPTED

---

[Mayor or Water District Board President]

---

[On behalf of City or Water District Board]

---

Date