

RESOLUTION # 09-2026

Resolution to Authorizing the engagement of outside counsel on a contingency fee basis to initiate lawsuit(s) against companies that designed, manufactured, marketed, distributed, and/or sold Fluorosurfactant Products that contaminated the soil, groundwater and surface water of Oneida County with highly toxic compounds

Resolution approved for presentation to the Oneida County Board by the Supervisors of the Executive Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County ("the County") is presently contaminated with highly toxic compounds identified as per- and polyfluoroalkyl substances ("PFAS"), including perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonate ("PFOS"); and

WHEREAS, PFOA and PFOS have long been manufactured as components for aqueous film-forming foam ("AFFF"), which is a product used to control and extinguish aviation, marine, fuel, and other shallow spill fires by coating the ignited fuel source, preventing its contact with oxygen and thereby suppressing combustion; and

WHEREAS, AFFF was stored, handled and used on airport property, allowing PFAS compounds to migrate into the environment, contaminating soil, groundwater and surface water; and

WHEREAS, throughout the 1960s to the present time, certain companies designed, manufactured, formulated, marketed, promoted, distributed Fluorosurfactant Products (i.e. PFOA, PFOS, the chemical precursors of PFOA and/or PFOS, and/or AFFF containing PFOA, PFOS, and/or their chemical precursors) throughout the United States; and

WHEREAS, the subject companies knew or reasonably should have known the risks and dangers associated with the use of Fluorosurfactant Products, including the fact that PFAS compounds contained in Fluorosurfactant Products are mobile in water, not easily biodegradable, highly persistent in the environment and present significant and unreasonable risks to human health and the environment; and

WHEREAS, the subject companies knowingly placed Fluorosurfactant Products like AFFF into the United States stream of commerce for decades, while concealing their knowledge of the toxic nature and harmful effects associated with these products; and

WHEREAS, the use of AFFF for fire protection, training and response activities, released PFAS compounds into the environment, even when used as directed by the manufacturer; and

WHEREAS, by the 1970s, the subject companies knew or reasonably should have known that PFOA and PFOS were highly toxic compounds that resisted natural degradation, and that would migrate through the subsurface when sprayed, easily mixing with the groundwater; and

WHEREAS, the subject companies continued to manufacture, distribute and sell AFFF with the knowledge that AFFF could be made without PFOA or PFOS, and that such fluorine-free foams would not release harmful PFOA or PFOS into the environment; and

52
53 **WHEREAS**, PFOA and PFOS are known carcinogens that can be absorbed into the lungs
54 and gastrointestinal tract, potentially causing severe damage to the liver, kidneys and central
55 nervous system, as well as genetic damage; and
56

57 **WHEREAS**, by the early 1980s the industry noticed a correlation between PFOA exposure
58 and human health, including birth defects in children; and
59

60 **WHEREAS**, despite knowing the dangers and risks, the subject companies designed,
61 manufactured, marketed and sold AFFF with instructions on how to dispose of AFFF by
62 washing the foam into the soil and wastewater system; and
63

64 **WHEREAS**, the subject companies failed to warn users of AFFF of the dangers inherent
65 in its use, and failed to issue warnings or recalls of AFFF despite knowing the identity of its
66 purchasers; and
67

68 **WHEREAS**, the County is the owner, operator, and actual possessor of real property and
69 improvements – including the Oneida County Airport and adjacent property. [A number of
70 PFAS compounds, including PFOA and PFOS, have been detected in groundwater and/or soil
71 samples]; and
72

73 **WHEREAS**, the invasion of the County with PFOA and PFOS is continuous and recurring
74 as new contamination flows into the soil and water daily; and
75

76 **WHEREAS**, the County seeks to recover damages arising from the continuous and
77 ongoing contamination of its property by Fluorosurfactant Products, including the past and
78 future costs associated with the investigation, monitoring, remediation and restoration of the
79 County; and
80

81 **WHEREAS**, the County provides a multitude of programs and services to its citizens,
82 taxpayers, residents and visitors, and the resources that the County directs toward PFAS
83 remediation cannot be used for other essential programs and services; and
84

85 **WHEREAS**, the County is aware that other counties and local governments have filed
86 lawsuits against the responsible companies to force those companies to assume financial
87 responsibility for the costs that otherwise must be borne by the governments and their citizens;
88 and
89

90 **WHEREAS**, it is prudent for the County to explore every option available to recover
91 damages and avoid the necessary expenditure of potentially millions of dollars in unexpected
92 and unbudgeted resources related to PFAS remediation; and
93

94 **NOW, THEREFORE, BE IT RESOLVED:** the Oneida County Board of Supervisors
95 (“County Board”) hereby makes the following resolutions:
96

- 97 1. The County engages the outside counsel according to the terms and conditions set
98 forth in the proposed engagement letter, a copy of which has been provided to the
99 County Board at the time of the meeting adopting this Resolution, and authorizes
100 the County Board Chair to execute the engagement letter on behalf of the County.
101

102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154

2. As set forth in the engagement letter, (a) outside counsel will not be compensated unless the County receives a financial benefit as a result of the proposed claims; and (b) outside counsel is authorized to file a lawsuit on behalf of the County against any company that designed, manufactured, marketed, distributed, and/or sold Fluorosurfactant Products that contributed to the PFAS contamination within the County whether now known or discovered after the date of this resolution.
3. Outside counsel shall proceed with the litigation effort under direction of Corporation Counsel and shall keep the County reasonably apprised as to the status of the litigation.

BE IT FURTHER RESOLVED: County officials and employees are hereby directed to provide support to outside counsel in the litigation effort.

BE IT FURTHER RESOLVED: that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Vote Required: Majority = 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes No _____ as reviewed by the Corporation Counsel, _____, Date: 12/17/25


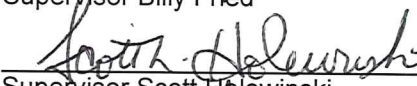
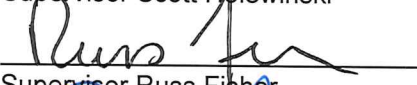
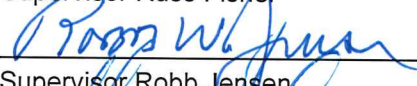



Approved for presentation to the County Board by the Executive Committee this 17th day of December 2025.

Consent Agenda Item: YES _____ NO

Fiscal Impact

Offered and passage moved by:

- Included in Resolution
 Attached
 N/A

	Aye	Nay	Abstain
 _____ Supervisor Billy Fried	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Scott Holewinski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Russ Fisher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Robb Jensen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Steven Schreier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Dan Hess	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Supervisor Connor Showalter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174

17 Ayes

0 Nays

4 Absent

0 Abstain

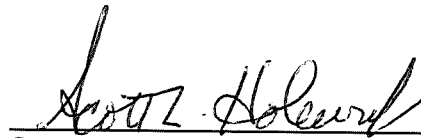
X Adopted

by the County Board of Supervisors this 20th day January, 2026.

 Defeated



Tracy Hartman, County Clerk



Scott Holewinski, County Board Chair

Consent Agenda

Cubriming / Briggs

Supervisors	AYE	NAY	ABS	ABSTAIN
Condado	X			
Sorgel	X			
Lopez	X			
Almekinder	X			
Newman	X			
Hess	X			
Kulhanek	X			
Fisher	X			
Jensen	X			
Schultz	X			
Ives	X			
Fried	X			
Hannus	X			
Timmons	X			
Oettinger	X			
Briggs	X			
Tautges	X			
Showalter	X			
Schreier	X			
Cushing	X			
Holewinski	X			
TOTALS	17		4	
TAGS				
<i>Waller</i>	X			

Resolution # 01 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Tax Foreclosed Lands: PIN MI-2406-3 to the Town of Minocqua.

Resolution # 02 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Tax Foreclosed and Other County Real Estate PIN CA-48-2 to Brian Topp; PIN HA-48 to Adam J. Wallace and Jessica R. Wallace; PIN MI-2211-6 to Marie Jane EFTAX Trust; PIN NE-537 to Brian Topp; PIN RH-2632-1 to Vital Properties, LLC; PIN SU-1424-2 to William Rickett.

Resolution # 03 – 2026: Offered by the Supervisors of the Land Records Committee to Convey Excess County Lands Part of CA-357-4 to Melody K. Yeager.

Resolution # 04 – 2026: Offered by the Supervisors of the ADRC Committee to accept a donation to the ADRC from Red Arrow.

Resolution # 05 – 2026: Offered by the Supervisors of the Executive Committee to Reclassify a Full-Time Finance Specialist to a Full-Time Accountant, and a Part-Time Finance Specialist to a Part-Time Finance Technician.

Resolution # 06 – 2026: Offered by the Supervisors of the Planning and Development Committee to adjust the Planning and Zoning Department Application Review Fee Schedule.

Resolution # 07 – 2026: Offered by the Supervisors of the Public Works Committee to Purchase One (1) Patrol Truck Chassis.

Resolution # 08 – 2026: Offered by the Supervisors of the Forestry, Land and Recreation Committee to Approve the Forestry Department 2026 Annual Work Plan.

Resolution # 09 – 2026: Offered by the Supervisors of the Executive Committee Authorizing the Engagement of Outside Counsel on a Contingency Fee Basis to Initiate Lawsuit(s) Against Companies that Designed, Manufactured, Marketed, Distributed, and/or Sold Fluorosurfactant Products that Contaminated the Soil, Groundwater and Surface Water of Oneida County with Highly Toxic Compounds.

Resolution # 10 – 2026: Offered by the Supervisors of the Executive Committee to Authorize the Expenditure of Opioid Settlement Funds Allocated to Oneida County in Accordance with Wisconsin Act 57 of 2021 and Oneida County Resolution # 58-2022 for the Purpose of Treatment Alternative and Diversion (TAD) Grant Writing.

Appointments to Committees, Commissions and other Organizations:
 Re-Appoint Ted Cushing to the Human Services Board for a 3-year term to expire in January 2029.
 Re-Appoint Tiffany Rohan to the Human Services Board for a 3-year term to expire in January 2029.
 Re-Appoint Miranda Gavrilescu to the Human Services Board for a 3-year term to expire in January 2029.
 Re-Appoint Michael Tautges to the North Central WI Regional Plan Commission for a 6-year term to expire in January 2032.
 Re-Appoint Frank Kovak to the Civil Service Commission for a 5-Year term to Expire in December 2030.
 Appoint Dawn Spurgeon to the Veterans Service Commission for a 3-year Term to Expire in January 2029.
 Appoint Bruce Stefonek to the Board of Adjustment as the 2nd Alternate for a 3-year Term to Expire in July 2029.
 Appoint Michael Tautges to the Oneida County Library Board to fill the remainder of the term ending April, 2026.

Passed

LEGAL SERVICES AGREEMENT

RE: Oneida County, Wisconsin, civil lawsuit against
manufacturers of firefighting foam.

I. SCOPE OF SERVICES

ONEIDA COUNTY, WISCONSIN (“Client” or “County”), by and through its governing body, the Oneida County Board of Supervisors, hereby engages the law firm of BARON & BUDD, PC (“Firm” or “Lead Counsel”), pursuant to the Wisconsin Supreme Court Rules Chapter 20, Rules of Professional Conduct for Attorneys (“Wisconsin Rules”), on a contingent fee basis, to pursue all civil remedies against the manufacturers of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds) that have caused and will cause Client harm. This Attorney Engagement Letter is referred to herein as the “Agreement.” Cary McDougal of BARON & BUDD, P.C., shall serve as Lead Counsel to Client. Client authorizes Lead Counsel to employ and/or associate additional counsel, with consent of Client, to assist Lead Counsel in the just prosecution of the case. Client consents to the participation of the following firms:

National Counsel Law Firms

BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas

COSSICH, SUMICH, PARSIOLO & TAYLOR, LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana

Local Counsel Law Firm

ATTOLLES LAW, S.C.
222 East Erie Street, Suite 210
Milwaukee, Wisconsin

The Firm and the above law firms are referred to collectively herein as the “Attorneys.” By signing this Agreement, Client retains the law firms, and attorney services provided will not necessarily be performed by any particular attorney. Client understands and agrees that legal services will be rendered by multiple attorneys and support staff, and Attorneys may retain experts to assist in the representation. 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 any and all factual developments.

Nothing in this Agreement and nothing in Attorneys' statements to Client may be construed as a promise or guarantee about the outcome of any litigation, settlement, trial or appeal of the Lawsuit, and Attorneys make no such promises or guarantees.

II. COMPENSATION

A. ATTORNEY' FEES

Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. 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 below.

1. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25 %) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

2. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, travel, hotel accommodations, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in Section II.B.2 below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the

benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

Any court order establishing a fee award in Client's case controls the fee percentage that will be charged to Client. This includes orders entered in a specific case, in an MDL, or in a class action. Where a "common benefit" fee or class fee reduces the contractual fee percentage, the reduced fee percentage is divided pro rata among contracting Attorneys as set out in Section II.D below.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

3. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery

In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed 25 percent (25 %) of the gross recovery

as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

4. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

B. COSTS AND EXPENSES

1. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery and fees.

2. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(a) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(b) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

C. 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 may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

D. DIVISION OF ATTORNEY FEES

Client understands and agrees to the joint representation by the law firms identified above. Client also understands and agrees that in the event of recovery for client, Attorneys will divide any Contingent Fee. The division of the fees is governed by the Wisconsin Supreme Court Rule Chapter 20, Rules of Professional Conduct for Attorneys, including, but not limited to: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with Client; (2) Client has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the written closing statement shall be signed by the Client and each lawyer; and (4) the total fee must be reasonable.

The Contingent Fee or court-awarded attorneys' fees shall be split among the Attorneys as follows: (1) eighty percent (80%) among the two National Counsel Firms identified herein in a proportion to be disclosed in writing to Client in the Final Closing Statement; and (2) twenty percent (20%) to the Local Counsel Firm.

Where a "common benefit" fee or class fee reduces the contractual fee percentage, the reduced fee percentage is divided pro rata among contracting Attorneys in the percentages set out in this paragraph. Any fee awarded as a "common benefit" or "class" fee will not be divided among Attorneys but will remain the sole property of the firm(s) to which it is awarded.

Upon conclusion of this matter, Lead Counsel shall provide Client with a written statement ("Final Closing Statement") describing in detail, among other things: the outcome of the matter; the remittance of any recovery to Client; the method by which the recovery was determined and allocated among all recovering clients; an itemization of all costs and expenses and their respective allocation; the allocation of Contingent Fee or court-awarded attorneys' fees among the Attorneys; and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required under Wisconsin

Supreme Court Rule Chapter 20, Rules of Professional Conduct for Attorneys, Rule 1.5. The Final Closing Statement shall be signed by Client and the Attorneys.

III. LICENSES AND APPROVALS

The Attorneys warrant and represent that they have and will continue to maintain all licenses and approvals required to conduct their business, and that they shall at all times conduct business activities in a professional manner and that all services will be performed by personnel who are skilled, competent and qualified to perform the specialized legal services for this engagement.

IV. CLIENT CONTROL

Lead Counsel shall appoint a contact person to keep Client reasonably informed about the status of the matter in a manner deemed appropriate by Client. The parties acknowledge that Client has the right to control and oversee the litigation and decide the resolution of the litigation.

V. MULTIPLE REPRESENTATIONS

Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest under the Wisconsin Supreme Court Rule Chapter 20, Rules of Professional Conduct for Attorneys and interpretive law, in that the interests and objectives of each client individually on certain issues are, or may 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 our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that: (1) it has been advised of the potential conflicts of interest which may be or are associated with our 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 connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

VI. POWER OF ATTORNEY

Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys

will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

VII. SETTLEMENT

Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

VIII. AGGREGATE SETTLEMENTS

Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

IX. ATTORNEYS' LIEN

Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

X. DISCHARGE OF ATTORNEYS

Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that

Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

XI. WITHDRAWAL OF ATTORNEYS

Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

XII. RECORDS; CONFIDENTIALITY; WISCONSIN PUBLIC RECORDS LAW

All written and oral documents and other information not in the public domain and not previously known, and all documents and other information obtained, developed or supplied by Client or at Client's expense, shall be kept confidential by Attorneys to the extent required by applicable law and will make reasonable efforts to prevent the inadvertent or unauthorized

disclosure of, or unauthorized access to, information relating to the representation of a client. Such information shall not be disclosed to any other party not subject to any confidentiality order in place in any litigation or proceedings, directly or indirectly, without the Client's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction. Attorneys will retain Client's paper and property in accordance with their document retention policies.

The Attorneys understand that the County is subject to the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Lead Counsel agrees it shall assist the County in retaining and producing records that are subject to the Wisconsin Public Records Law. A failure to do or violation of the Wisconsin Public Records Law shall constitute a material breach of this Agreement, and Lead Counsel shall defend and indemnify the County from any claim, liability, suit, damage or loss incurred by the County arising from an alleged violation of the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Except as otherwise authorized, all documents and other information shall be maintained for a period of seven (7) years after the conclusion of this matter.

XIII. INSPECTION OF RECORDS

Lead Counsel shall permit the County, after reasonable notice, to inspect and make copies of all documents and other information relating to all matters covered by this Agreement including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data.

XIV. INSURANCE; INDEMNITY

All Attorneys shall have and maintain in full force and effect sufficient insurance policies covering acts related to their representation.

Attolles Law, s.c., is a limited liability entity under Wisconsin law, and maintains a policy of professional liability insurance, the limits of which exceed the minimum amounts required by the Wisconsin Supreme Court for a limited liability entity of its size.

Lead Counsel agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Attorneys which may arise out of or are connected with this Agreement.

XV. ASSIGNMENT LIMITATION

Lead Counsel shall not assign any interest in this engagement, in whole or in part, and shall not transfer any interest in the same (whether by assignment, novation, or any other manner), without the prior written consent of the County. Assignment of any portion of the work by subcontract shall require the prior written consent of the County.

XVI. GOVERNING LAW; JURISDICTION

Wisconsin law shall apply to the provisions of legal services pursuant to this Agreement, and Attorneys shall abide by Wisconsin law in carrying out the legal services hereunder. The laws of Wisconsin shall govern this Agreement and the parties stipulate that venue for the breach of this Agreement shall be in the U.S. District Court for the Eastern District of Wisconsin.

XVII. SEVERABILITY

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

XVIII. NOTICE

Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. Attorneys will respond to email as soon as practicable. Client agrees to receive communications from Attorney via cell phone. If Client needs to send hardcopy documents or other physical materials to Attorneys, or if Attorneys need to send hardcopy documents or other physical materials to Client, then Client and Attorneys agree to send those to the following addresses, respectively:

For CLIENT:

County Office of Corporation Counsel
PO Box 400
Rhinelander, WI 54501

For ATTORNEYS:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100 Dallas,
Texas 75219

Cossich, Sumich, Parsiola & Taylor,
LLC 8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

Attolles Law, S.C.
222 East Erie Street, Suite 210
Milwaukee, Wisconsin 53202

XIX. AUTHORIZATION

The County has executed this Agreement pursuant to action taken by the Oneida County Board of Supervisors pursuant to Resolution _____. By the signature of Cary McDougal below, the Firm represents that it is authorized to execute this Agreement on behalf of all Attorneys.

XX. ATTORNEY'S LIMITED LIABILITY.

To the extent that each law firm retained is a limited liability entity, the personal liability of each firm's owner to Client for the firm's debts and obligations is limited according to state law.

Signature Page Follows

The following Parties hereby execute this Agreement:

FOR ALL ATTORNEYS:

BY: _____ DATE: _____

NAME: _____

TITLE: _____

FOR ONEIDA COUNTY:

BY: _____ DATE: _____

NAME: SCOTT HOLEWINSKI

TITLE: COUNTY BOARD CHAIR