

LEGAL SERVICES AGREEMENT

E-Mail or Fax to: **Riley & Jackson, P.C.**
 kj@rileyjacksonlaw.com

WHEREAS, the undersigned, City of Foley, Alabama (“Client”), agrees to retain the law office of Riley & Jackson, P.C. and NSPR Law Services LLC d/b/a Napoli Shkolnik PLLC (together, “Law Firm”) (collectively, the “Parties”) as client’s attorneys in the investigation and prosecution of legal claims against fire truck manufacturers, trade associations and their executives, and/or any other entities that collaborated with them, based upon their coordination to fix prices, manipulate supply and extend delivery times, exchange sensitive information, impose unlawful price increases, and engage in other anticompetitive or collusive conduct relating to fire truck sales and production.

1. FEE PERCENTAGE: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm 33.33% (thirty-three and one third percent) of all gross fees recovered. Further, if the action is certified as a class action, Law Firm shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the stated retainer amount. Client assigns that fee award to Law Firm and Law Firm accepts and acquires that fee award as its fee. All expenses and costs will be deducted before the contingent fee is calculated. Any liens and subrogation are to be deducted after the contingent fee is calculated.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include 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 expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. FINANCING OF CASE: 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 highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the leading institution. Client is not responsible for Law Firm’s financing costs.

4. TAX ADVICE: Client understand that law Firm will not provide any advice regarding the tax consequences of accepting money from a settlement or award. CLIENT SHOULD

CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

5. **TERMINATION:** Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, if any. Should Client terminate the retention of Law Firm, Law Firm shall continue to be entitled to its legal fees on a quantum meruit basis for any and all sums recovered as a result of the claims.

6. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

7. **COUNTERCLAIMS:** The above contingency fee does not contemplate Law Firm's representation of Client against any claims made by a person against the Clients. Law Firm is under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

8. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firm harmless in the event the applicable statutes of limitation have run for any reason.

9. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. Law Firm is also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding signal resolution of the litigation, including settlement, are within the sole power of Client. The decision regarding settlement shall always be held and remain with Client.

11. **ASSOCIATION OF OTHER ATTORNEYS:** Law Firm may, at its own expense, use or associate with other attorneys in the representation of the Client. Client understands that Law Firm is a Professional Limited Liability Company with several attorneys. Several of those attorneys may work on Client's case. The Client acknowledges and agrees that the Law Firms of Napoli Shkolnik and Riley & Jackson, P.C. shall assume joint responsibility for the client and shall split their fees as agreed upon by counsel.

12. **ASSOCIATE CPU:** Another attorney may participate in the division of attorney's fees in this case and assume joint responsibility for the representation of Client, either in the event that Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total amount of attorney's fees to be paid by Client does not increase as a result of the division of fees and that attorneys involved have agreed to the division of fees and assumption of joint responsibility.

13. **CLASS ACTION:** Client understands that Attorneys may pursue a class action on behalf of client and all other similarly situated and client specifically authorizes to do so. Client understands that client may serve as a class representative and may be asked to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

14. **RIGHT OF FIRST REFUSAL FOR COST RECOVERY MATTERS:** Client grants the Law Firm a right of first refusal with respect to any legal matter Client may pursue to recover costs, fees, or expenses incurred by Client. Prior to retaining any other legal counsel for such cost recovery action, Client shall provide Law Firm with written notice of the contemplated matter and the proposed terms of engagement with alternative counsel. Law Firm shall have fifteen (15) business days from receipt of such notice to elect to represent Client in the cost recovery matter on terms no less favorable to Client than those proposed by alternative counsel. If the Law Firm declines or fails to respond within such period, Client shall be free to retain other counsel for the cost recovery matter.

15. **ALABAMA CHOICE OF LAW:** This Agreement shall be construed under and in accordance with the laws of the State of Alabama and the rights, duties, and obligations of Client and of Law Firm's representation of Client and the laws of the State of Alabama shall govern regarding anything covered by this Agreement.

16. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language). Client will be bound by the terms of the Agreement and is executing the document either with wet ink or electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

17. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral

agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2026.

Print Client's Name: City of Foley, Alabama	NSPR Law Services LLC d/b/a Napoli Shkolnik
Signature:	By:
Title:	Riley & Jackson, P.C.
Address:	By: