

## **EXHIBIT A**



**Weisbrod  
Matteis  
& Copley**

Weisbrod Matteis & Copley PLLC  
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601 803 4063  
  
[www.wmclaw.com](http://www.wmclaw.com)

Jim Hood  
[jhood@wmclaw.com](mailto:jhood@wmclaw.com)  
Mississippi Attorney General 2004-2020

April 23, 2025

**Re: PFAS Drinking Water Claims – Solicitation Materials**

Board Members Governing  
Mississippi Drinking Water Systems

Dear Public Servant:

I previously reached out to you in September 2023 and April 2024 regarding two federal class action settlements of claims filed by local government water boards against 3M and DuPont/Chemours for contaminating drinking water systems with PFAS, which are commonly referred to as “forever chemicals”. See emails attached below. Please consider filing a claim before the deadline on December 31, 2025.

Tyco/Chemguard and BASF have now filed proposed settlements, which only apply to water systems with positive PFAS test results before May 15, 2024. Unlike claims filed in the settlement cases, complaints will need to be filed against the non-settling defendants before the statute of limitations runs. The non-settling defendants will claim that the statute of limitations began to run at the latest on the date water boards learned of the PFAS contamination. These complaints should be filed as soon as possible to avoid the statute of limitations defenses.

Mississippi local governments are receiving millions of dollars annually from the opioid litigation settlements. However, many of our local governments failed to file claims and are receiving nothing from the opioid settlements. I hope that we do not “miss the boat” again on these settlements with these PFAS polluters.

At your next Board meeting, please consider voting to file a claim in the 3M and DuPont/Chemours class action settlement cases and complaints against Tyco/Chemguard, BASF, and the non-settling defendants. If you think it would be helpful for me to answer questions, I could attend a board meeting executive session regarding this litigation in person or via telephone or video conference.

Our firm, Weisbrod Matteis & Copley PLLC, already represents water providers, municipalities, and private entities from the states of Mississippi and Washington, and the territory of Puerto Rico, and we would be proud to represent your water system on a fair 33% contingency fee basis. We could work with your certified water operator to pull samples from the source before treatment, pay to have them tested at approved labs, file a claim in the

class action settlements before the deadline, and file a complaint against the non-settling defendants.

After consultation with your board attorney, if you are interested in more information, please contact me at [jhood@wmclaw.com](mailto:jhood@wmclaw.com) or visit our website at [www.wmclaw.com](http://www.wmclaw.com). FREE BACKGROUND INFORMATION AVAILABLE UPON REQUEST.

If your Board decides to retain our firm to file a claim and complaint, please complete the enclosed draft retention contract, have it signed by the person authorized by the Board to enter contracts, record the vote on the Board minutes, and attach the signed retention agreement to the Board minutes. Please note that the contract allows our firm to associate your board attorney as local counsel and pay him or her 15% of the 33% contingency fee. Please scan and email or mail the signed retention agreement and a copy of the Board minutes exhibiting the vote and the recorded retention agreement.

I look forward to hearing from you. If you have already hired counsel for this case, please email me so that we can work with them toward obtaining the best results for Mississippi water systems. Thank you for your public service.

Sincerely yours,

Jim Hood



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April \_\_, 2025

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

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

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

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

**Re: Engagement of Weisbrod Matteis & Copley PLLC for PFAS  
Contamination Claim**

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

We are pleased that you have decided to retain Weisbrod Matteis & Copley PLLC (hereafter, "Counsel") to provide you with legal services. This letter will describe the services Counsel will provide, the way in which Counsel will be paid, and other information concerning our relationship.

**Scope of Representation**

Counsel agrees to advise and represent the \_\_\_\_\_  
[Name of City or Water District Board] (hereinafter, referred to as "You", "Your" or "Water System") 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") (hereafter, the "Claim"). Principal defendants include 3M, Dupont, Chemours, Tyco Fire Products LP, and Chemguard, Inc.

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 System 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.**

You retain and employ Counsel to investigate and, if appropriate, to file suit for and attempt to recover any damages and compensation to which You may be entitled against any party or parties responsible for same, as well as attempt to compromise and settle the Claim.

We must clarify that this professional services agreement only covers the representation of the Water System, but not its individual members, owners, and/or users. However, Counsel is ready and willing to assist the Water System in protecting the health and safety of its members, owners, and/or users in a subsequent engagement with such individual members, owners, and/or users.

Counsel will work diligently and efficiently to achieve your goals, but Counsel cannot guarantee any particular result.

#### **Fees and Expenses**

This is a contingent fee arrangement. You are not responsible to pay any amount to Counsel as fees for its services unless You obtain a recovery for your Claim. Counsel is responsible for advancing all out-of-pocket costs and expenses related to the investigation and prosecution of your Claim (collectively, "Hard Costs"). Such Hard Costs may include, but are not limited to, major filing fees, costs imposed by courts, expert fees (regarding, without limitation, evaluation, reports, and/or testimony), consultant fees, postage, messengers, court reporter fees, record service fees, photocopying, preparation of exhibits and photographs, transportation and/or lodging expenses, court-mandated expenditures, specialized outside counsel fees and expenses (i.e., probate, taxation, bankruptcy), costs associated with collection of judgments, any expenses of a structured settlement, witness' fees and mileage, medical records, subpoenas, and all other reasonable and necessary costs and expenses which Counsel, in its judgment, determines to be reasonably necessary for the prosecution and/or settlement of your Claim(s).

At Counsel's sole discretion, Counsel may engage, retain, or employ other professionals to assist in this representation, Counsel may obtain litigation funding for this engagement, and Counsel may retain experts and/or consultants to assist in the prosecution of the matter. No third party will have any authority to interfere with Counsel's independent professional judgment concerning how best to handle your Claim, or with the attorney-client relationship that exists between You and Counsel.

If You obtain a recovery for your Claim after the date of this Agreement, whether as a result of a settlement, judgment, award or otherwise, You will pay Counsel a contingency fee of thirty-three percent (33%) of any such recovery prior to the deduction of Hard Costs ("Counsel's Fee" or "Contingent Fee"). You approve of Your board attorney being associated by Counsel to serve as local counsel and to be paid 15% of the 33% Contingent Fee. You also will reimburse Counsel for all advanced Hard Costs from your share of the recovery. For example, in the event that You recover \$100,000.00 and Counsel advanced

\$5,000.00 in Hard Costs, the payments would work as follows: Counsel's Contingent Fee would be \$33,000.00 and your share of the recovery would be \$67,000.00. You would then reimburse Counsel \$5,000 out of your 67.00% share for the advanced Hard Costs.

You understand that the You are assigning at this time to Counsel the amount stated above as the Contingent Fee, and that such percentage is of the total recovery or settlement before any costs, expenses, or disbursements are deducted. You understand that all costs, expenses, and disbursements are paid out of your portion of the recovery, and not out of Counsel's portion.

In some circumstances, certain Claims may be eligible for court-awarded attorneys' fees or costs. Any court-ordered or statutory fees recovered on your behalf shall be paid to Counsel. You will not be entitled to any percentage of any court-ordered or statutory attorneys' fees or costs paid by any opposing party unless an offset against Counsel's Contingent Fee is required by applicable law and rules. To the extent permitted by applicable law and rules, You assign any and all rights to court-ordered or statutory attorneys' fees to Counsel.

#### **Additional Lawyers or Law Firms**

You agree that Counsel may associate additional lawyers to assist in representing You and pursuing the Claim. Counsel shall advise You in writing as to the terms of the arrangement, including the identity of the lawyers or law firm involved and how fees will be divided among lawyers working on the representation, including the basis for the division. The association of additional attorneys will not increase the total fee owed by You.

#### **Recovery and Power of Attorney**

You expressly grant limited power of attorney to Counsel to (1) submit and execute any and all documents, including but not limited to claim forms and non-disclosure agreements, that Counsel deem necessary; (2) submit and execute updated claims; and (3) accept, endorse, and deposit into Counsel's client trust account any checks, wire transfers, drafts, or other payments issued by or on behalf of an entity or individual pursuant to any judgment, court order, award, or settlement.

You authorize Counsel to prepare, submit and/or amend your Claim, as appropriate, and to submit and execute any documents, as necessary to indicate that all payments made should be jointly in Counsel's name. Counsel promptly will notify You of any payment received on your behalf and deposit the payment into Counsel's client trust account. Counsel will then provide You with a written statement detailing the outcome of the matter and accounting for disbursements. Upon your approval and execution of the settlement statement, Counsel will deduct Counsel's Contingent Fee, Hard Costs and court-ordered or statutory fees in accordance with this agreement, and send You the remaining sum to which You are entitled.

The limited power of attorney set forth above shall authorize counsel to endorse and negotiate instruments provided pursuant to a settlement of your Claim only if You have approved the settlement. The limited power of attorney does not authorize Counsel, without

first obtaining your informed consent to settle, to enter into a binding settlement agreement on your behalf or to execute on your behalf any settlement or release documents.

You authorize Counsel to negotiate a settlement of your Claim(s) in whatever manner and using whatever negotiation strategy Counsel deems appropriate. You understand and agree that Counsel may, if appropriate, negotiate a settlement of your Claim and the claims of other clients similarly situated on an aggregate basis. However, no such settlement will be negotiated without providing You a description of the claims resolved by the settlement, the total settlement fund, the amount to be received by You, and the amount to be received by other clients who are qualified to participate in the settlement, subject to client confidentiality considerations.

#### **General Waiver of Conflicts with Respect to Unrelated Representations**

Counsel represents and will continue to represent numerous clients in a wide variety of matters, including class action matters. Counsel will not assert a claim or file litigation against You while You are actively represented by Counsel. Subject to that limitation, You consent to Counsel's current or future representation, in substantially unrelated matters, of other clients with interests directly or indirectly adverse to You, including other clients with claims similar to yours, even though the position taken by other clients in those other matters may be adverse to the positions taken by You in those matters.

#### **Waiver of Conflicts with Respect to Insolvent Entities**

Counsel's representation of You may involve rights or claims against insolvent or financially troubled entities. You acknowledge that Counsel may represent You and other clients with claims against entities with limited assets, and that the successful assertion of a claim by one claimant may reduce the pool of assets available to satisfy your claims and other creditors' claims.

#### **Your Duty to Cooperate with Representation**

You have agreed to cooperate fully with us and to provide promptly all information known or available to You relevant to our representation of You. Additionally, You are expected to thoroughly read all materials that are provided to You concerning your legal matters and to notify us in the event You do not understand or have questions concerning any term or provision.

#### **Client Confidences**

Counsel holds the communications of all current and former clients (including You) in the strictest of confidence. You agree that You will not have any right to access the confidences and secrets of any of Counsel's other clients. You also agree that, while Counsel is representing You, Counsel is authorized to enter into any non-disclosure agreements (or

similar agreements) that Counsel deems necessary to protect your confidential information. Finally, You agree that Counsel may make available to certain third parties, including co-counsel, experts, consultants, lenders, funders, and document management vendors, certain confidential work-product concerning your Claim.

### **Dispute Resolution**

In the unlikely event that a dispute arises between You and Counsel and the dispute cannot be resolved in a reasonable period of time, the dispute shall be submitted to binding confidential arbitration before a single JAMS arbitrator. In agreeing to arbitration, You understand the following: that You are waiving the right to a jury trial; that You are waiving the right to an appeal; that You are waiving the right to discovery under state or federal court procedures; that arbitration may involve substantial upfront costs compared to litigation; that all disputes and claims are covered by this arbitration agreement, including but not limited to, any fee disputes and malpractice claims; that this arbitration agreement does not impinge upon your right to make a disciplinary complaint to the appropriate authorities; and that You had the opportunity to speak with independent counsel before signing this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Counsel and You agree that, in the event of a dispute among them, the proper venue for resolving the dispute is Madison County, Mississippi.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before You sign this agreement, You should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, You give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

### **Termination**

You have the right to terminate this engagement at any time by giving Counsel written notice of termination. Counsel also has the right, subject to its responsibilities under applicable ethics rules, to terminate this engagement by giving You written notice of Counsel's decision to terminate. If You terminate our representation after a substantial completion of Counsel's work when a final determination of your Claim has been made, Counsel shall be entitled to the full Contingent Fee plus Hard Costs and any court-ordered or statutory fees. If You terminate the representation before such a final determination, and You eventually recover proceeds from your Claim, Counsel will be entitled to payment for fees and costs on the basis of the value of the work it performed pursuant to applicable law regarding the termination of contingent fee agreements. (Because this is a contingent fee agreement, it is not contemplated that You will pay Counsel's standard hourly rates as services are performed under this agreement, but You are advised that Counsel's standard hourly rates charged to other clients for professional services range from \$270 to \$830 per hour.)



Upon termination of the representation, and upon written request, your papers and property will be returned to You. Counsel's own files pertaining to the matter will be retained for six (6) years, unless a longer period is required by applicable law.

**Complete Agreement and Amendments**

This letter is the entire agreement concerning Counsel's representation of You. Any modification of this agreement shall be effective only if it is in writing and signed by You and Counsel.

**Conclusion**

We are pleased to know that you have hired Weisbrod Matteis & Copley PLLC, 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 PLLC  
112 Jefferson Street  
Houston, MS 38851

**AGREED AND ACCEPTED**

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

\_\_\_\_\_  
[On behalf of City or Water District Board]

\_\_\_\_\_  
Date