

## **In Re PVC Pipe Antitrust Litigation Contingent Fee Agreement**

This agreement describes the terms and conditions of the relationship between you as client and us as lawyers. Burns Charest LLP (“BC”) and Hortman Harlow Bassi Robinson & McDaniel, PLLC (“HH”) which includes any successor to the partnership of BC or HH and referred to collectively as “we” or “us” ), will represent the City of Laurel, MS (“Client” or “you”), in connection with all claims you have against Atkore, Inc., Cantex, Inc., Diamond Plastics Corporation, IPEX USA LLC, JM Eagle, National Pipe and Plastics, Inc., Otter Tail Corporation, Prime Conduit, Inc., Southern Pipe, Inc., and Westlake and other potential defendants for engaging in a horizontal conspiracy to fix prices of PVC pipes (all such claims are collectively referred to as (“Claims”) and the prosecution of those Claims on behalf of a class represented by you.

### **Scope of Engagement**

Subject to the terms and conditions of this agreement, we will represent you on the Claims described above.

You further understand that you shall be consulted as to any offers for settlement of the Claims. However, any settlement must be approved by the Court as being in the best interest of the class, and BC as class counsel has an obligation to present to the Court any settlement proposals that BC deems to be in the best interest of the class, regardless of whether you concur.

### **Attorney’s Fees**

You understand this is a contingent fee contract. All fees for work on behalf of the class will be awarded by the Court out of any recovery.

### **Costs and Expenses**

You understand that we will advance on your behalf the costs and expenses of prosecuting the Claims. You agree that we shall be reimbursed for such costs and expenses from any recovery or other award by order of the Court.

### **Assignment**

You agree that you shall not assign, in whole or in part, or otherwise grant any lien against, your Claims or the proceeds from them, without our prior written consent.

### **Our Right to Terminate**

We may withdraw from representing you for any reason recognized in an applicable code governing lawyers’ conduct.

### **Client’s Duties**

To enable us to effectively represent you and the absent class members, you agree to abide by this agreement; to be truthful; to cooperate with us; to disclose fully and accurately all facts relating to the Claims; to keep us informed of all developments impacting the Claims; to keep yourself informed

about the case such that you have at least a basic understanding of the Claims; to ask us if you do not understand what is going on; to be reasonably available to attend meetings, depositions, or court appearances; and to keep us advised of any change in address or telephone numbers. Most importantly, as a class representative, you undertake the obligation to protect the interests of the class fairly and adequately.

### **Association of Co-Counsel**

You understand that we may agree to work with other attorneys as co-counsel in pursuing the Claims and we may further agree to share with those attorneys a portion of any fees we and/or they may receive under this agreement. In that event, subject to the applicable case law and rules relevant to the certification and management of class actions and the appointment of class counsel, we will seek your agreement to the association of such other attorneys as co-counsel and to the division of fees between us and them. You agree that such consent will not be unreasonably withheld.

### **No Guarantees**

You hereby acknowledge that we have made no guarantees and given no assurances regarding the successful outcome of this matter and all expressions about the outcome are only opinions.

### **Integration**

This agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This agreement may not be modified, amended, or replaced except by another written agreement signed by both you and us.

### **Severability**

If any part of this agreement shall be found unenforceable for any reason, the parties agree that all other portions remain valid and enforceable.

### **Client's Acknowledgment**

We discuss the terms and conditions of our engagement so candidly because we believe that you are entitled to know our policies, and that this type of frank discussion will avoid any misunderstandings later. Please sign a copy of this agreement in the space provided below, indicating your agreement to the terms and conditions set forth above. When we receive this agreement signed by you, we will commence our representation in the above-described matter.

Sincerely yours,

BURNS CHAREST LLP

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Korey A. Nelson, Partner

Date: \_\_\_\_\_

And

HORTMAN HARLOW BASSI ROBINSON & MCDANIEL, PLLC

\_\_\_\_\_  
Deidra Jones Bassi, Partner

Date: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

CITY OF LAUREL, MISSISSIPPI

By: \_\_\_\_\_  
Name: Hon. Johnny Magee  
Title: Mayor

Date: \_\_\_\_\_