

## RETENTION AGREEMENT

**WHEREAS**, the Attorney General has determined that claims should be made against Meritor, Inc. f/d/b/a/ Rockwell International Corporation; Textron, Inc. f/d/b/a Randall Division of Textron, Inc., and other corporations, firms, or persons (collectively “the Defendants”) that may be found to be liable as a result of injuries and losses sustained by the State of Mississippi as set forth herein; and

**WHEREAS**, the Attorney General has determined that the State of Mississippi has claims for damages, declaratory relief, injunctive relief, and other rights and remedies against the Defendants related to and caused by toxic waste dumping on and under the ground outside of the premises formerly occupied by Grenada Manufacturing LLC but in the immediate vicinity thereof, the areas of which are depicted in the aerial photograph attached hereto as Exhibit “B”, and any associated claims, causes of action, demands, disputes, controversies, or issues involving or arising from such illegal conduct of the Defendants (“the Claims”); and

**WHEREAS**, the Attorney General has determined that the investigation, research, and litigation of the Claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, consultants, experts, and others who are familiar with the potentially wrongful actions and/or inactions and related issues for an extended period of time; and

**WHEREAS**, the Attorney General has further determined that it is in the best interests of the State and its citizens that the State retain attorneys who are knowledgeable of and familiar with the Claims and who have experience and expertise in toxic tort litigation and other dispute resolution procedures or processes pertaining thereto; and

**WHEREAS**, the below listed Attorney has such knowledge, experience, and expertise and has consented to represent the State of Mississippi, in association with the Attorney General, with respect to the Claims and pursuant to the terms and conditions hereof.

**IT IS, ACCORDINGLY, AGREED** as follows:

1. The Office of the Attorney General hereby retains Liston & Deas, PLLC (“Attorney”) in Jackson, Mississippi to investigate, research, and file the Claims as set forth above in any appropriate court or before any appropriate governmental agency.
2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle this investigation and any litigation on behalf of the State of Mississippi and its citizens, and the Attorney shall apprise the Attorney General of all settlement offers. The Attorney shall consult with the Attorney General and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom, including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The Attorney General shall cooperate with the Attorney and use his best efforts to secure the cooperation of other State agencies. The Attorney General is not required, however, to assign any member of his staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall designate one or more members of his staff to monitor these claims, who will be available directly to the parties in this matter as needed, and the Attorney shall keep the Attorney General and his designated staff member(s) fully informed on all matters pertaining to the Claims.
3. The Attorney General and the Attorney both recognize that the Claims present

numerous factual and legal obstacles, and that no assurance of success on the Claims has or can be made.

4. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.

5. Notwithstanding the potential difficulties, the Attorney has agreed to represent the State, and the Attorney General hereby agrees that the Attorney will be compensated for recoveries by the State of Mississippi on the following basis:

A. Recovery of Attorneys' Fees: the Attorney will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed the amounts specified in the attached Exhibit "A".

B. The Attorney may request that the court award the Attorney attorneys' fees beyond the amounts specified in the attached Exhibit "A" due to the complexity, importance, time-consuming, and expensive nature of the Claims.

C. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses shall initially be borne entirely by the Attorney, but shall be reimbursed from any gross recoveries from the pursuit of the claims.

D. The Attorney shall receive no compensation or reimbursement other than set out above and all in conformity with state law. In the event that no recovery is realized, the Attorney shall receive no compensation or reimbursement.

6. With the approval of the Attorney General, the Attorney may associate other

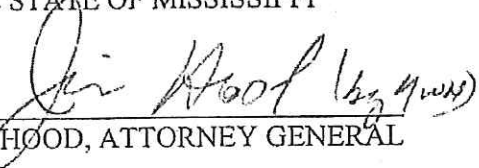
attorneys at his own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Attorney's commitments delegable without the express, written approval of the Attorney General.

7. The Attorney shall, from the date hereof until not less than four (4) years after this contract expires or is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services. In addition, the Attorney shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of no greater than one-tenth (1/10) of an hour, and shall promptly provide these records to the Attorney General upon request.

**DATED** this 31<sup>st</sup> day of August, 2017.

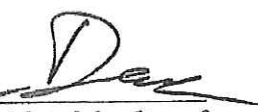
ATTORNEY GENERAL OF  
THE STATE OF MISSISSIPPI

By:

  
JIM HOOD, ATTORNEY GENERAL

ATTORNEY

By:

  
W. LAWRENCE DEAS, a Member of  
LISTON & DEAS, PLLC

## EXHIBIT "A"

- Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus
- Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus
- Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus
- Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-five Million Dollars (\$25,000,000.00); plus
- Five percent (5%) of such recovery exceeding Twenty-five Million Dollars (\$25,000,000.00).





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**EXHIBIT**  
**B**



## DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to investigate and potentially pursue the Claims against the Defendants which may have engaged in certain unlawful conduct, as described herein. Use of outside counsel is necessary because: there do not exist sufficient and appropriate legal and financial resources within the Attorney General's Office to handle the matter; the time and labor required necessitates outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel, who in fact possessed the knowledge necessary to discover this issue in the first instance, and the skill requisite to perform the attorney services properly prohibit our office from being able efficiently to do it in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants, their operations, and the witnesses. Outside counsel has the necessary experience and expertise in toxic tort litigation and other dispute resolution procedures or processes pertaining thereto.

JIM HOOD,  
ATTORNEY GENERAL



By: George W. Neville  
Special Assistant Attorney General