



DEPARTMENT OF LAW
CITY OF CHICAGO

Via Email Delivery

May 28, 2025

Matthew F. Pawa
PAWA LAW GROUP, P.C.
mp@pawalaw.com

RE: *City of Chicago v. Monsanto Co.*
Case No. 2023 L 009542 (Ill. Super. Ct., Cook Cnty.)

Dear Mr. Pawa:

Please be advised that the City has retained PAWA LAW GROUP, P.C. to represent the City in connection with the above-captioned litigation ("Matter").

This letter confirms that PAWA LAW GROUP's retention will be on the terms identified in the attached Exhibit A, which is incorporated herein.

PAWA LAW GROUP agrees to comply with the Law Department's Outside Counsel Guidelines, which are attached, except insofar as those Guidelines are inconsistent with the terms identified in Exhibit A.

You should coordinate all legal activities with Stephen J. Kane at (312) 744-6934. Please feel free to contact me at (312) 744-0220, if you have any questions or concerns relating to this matter.

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Please confirm your agreement to this Engagement Letter by signing below as indicated and returning a copy to us within 5 business days of receipt of this Engagement Letter. Until the City receives an executed copy of this Engagement, we will not open the matter in CounselLink.

Thank you in advance for your attention to this matter.

Respectfully,

Mary B. Richardson-Lowry
Corporation Counsel

cc: Stephen J. Kane
Julie Morgan
Michael De Chant
Michael Nardello

Agreed to and accepted on
this 28th day of May 2025

By:

Title:

President
Pawa Law Group, PC

Matthew Pawa

EXHIBIT A
AGREEMENT

WHEREAS the CITY OF CHICAGO (“the City”) is subject to regulation by the State of Illinois requiring it, in concert with other jurisdictions in the Nearshore Lake Michigan study area, to reduce the mass of polychlorinated biphenyls (“PCBs”) in stormwater, and

WHEREAS these and other measures to address PCB contamination impose significant costs on the City, and

WHEREAS, the City wishes to engage PAWA LAW GROUP, PC (“PLG”) to continue the prosecution of its action against Monsanto Co. and the other defendants (collectively, “Defendants”), *City of Chicago v. Monsanto Co., et al.*, No. 23L009542 (Ill. Super. Ct., Cook Cty) (the “Matter”).

NOW THEREFORE, in consideration of the covenants, promises, and consents herein contained, the parties agree as follows:

1. SCOPE OF REPRESENTATION

PLG, for the consideration herein provided, agrees to represent the City in litigating the action against the Defendants.

2. ATTORNEYS’ FEES AND COSTS AND EXPENSES OF LITIGATION

There will be no legal fees for the representation under this Agreement unless a monetary recovery acceptable to the City (whether by suit, settlement or otherwise) is obtained by PLG in favor of the City. PLG agrees to advance all costs associated with prosecuting the litigation. In consideration of the legal services to be rendered by PLG, the City agrees that the contingent attorneys’ fees for the representation shall be

- 21.5% (resolution before the completion of briefing on dispositive motion);
- 23% (resolution after the completion of briefing on dispositive motion);
- 25% (resolution after the last day of trial).

The percentages above reflect amounts from the net recovery (i.e, the recovery after deduction of costs).

The costs and disbursements that will be deducted from a monetary recovery may include the following, without limitation: court fees; process server fees; transcripts fees; expert witness fees; courier service fees; appellate printing fees; necessary travel expenses of attorneys to attend depositions, interview witnesses and attend client meetings and court appointments; and other appropriate out-of-pocket expenses. The City shall not be required to pay any costs except from a monetary recovery in the litigation.

3. TERMINATION OF REPRESENTATION

This Agreement shall cover the period beginning when this agreement is executed by both parties and ending with the termination of the litigation or termination of the legal services rendered hereunder, whichever occurs sooner. This Agreement may be terminated by the City at any time by providing written notice to PLG, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by the City against the Potential Defendants subsequent to termination, PLG shall have rights in the nature of quantum meruit to recover fees, costs and expenses reasonably allocable to its work prior to termination but such recovery shall not exceed the City's recovery. PLG may withdraw as the City's attorneys only in compliance with applicable legal ethics rules.

4. DISBURSEMENT OF PROCEEDS TO CLIENT

The proceeds of any settlement, judgment or recovery on the City's behalf under the terms of this Agreement shall be disbursed to the City as soon as reasonably practicable after receipt by PLG. At the time of disbursement of any proceeds recovered on the City's behalf under the terms of this Agreement, the City will be provided with a disbursement record reflecting the method by which attorneys' fees have been calculated and the expenses of litigation which are due to PLG from such proceeds. PLG is authorized to retain out of any moneys that may come into their hands by reason of its representation of the City the fees, costs, expenses and disbursements to which it is entitled as determined in this Agreement.

5. SETTLEMENT

The City has the authority to accept or reject any final settlement amount. The City understands settlements are a "compromise" of its claim, and that PLG's fee, as outlined in Section 2 above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, PLG's fee shall include its contingent portion of those future or structured payments.

6. AUTHORITY

The City will maintain control of the litigation and will make all key decisions, including whether and how to proceed with the litigation, which claims to advance, what relief to seek, and whether and on what terms to settle the litigation. PLG will be responsible for carrying out the litigation and for making day-to-day decisions regarding court filings, court appearances, discovery matters, trial, and any appeal. PLG will provide regular reports to the City on the status of, and any significant developments in, the Matter. The City retains veto power over any decisions made by PLG. The City has designated Stephen Kane, Deputy Corporation Counsel in the City's Department of Law, as the point of contact who will supervise the litigation and who will be available directly to PLG in the Matter as needed. Defendants may contact Mr. Kane directly to discuss the Matter, without involving PLG. This provision confirms the City's authority throughout the investigation and litigation of the Matter.

7. INDEMNITY

PLG agrees to handle the division of fees with Seeger Weiss LLP as prior counsel without involving the City. PLG agrees to indemnify and hold the City harmless from any action by Seeger Weiss seeking fees and/or costs pursuant to the retainer between the City and Seeger Weiss, effective as of July 27, 2022.

8. NO GUARANTEE OF RECOVERY

The City understands and acknowledges that dispute resolution through litigation often takes years to achieve. The City understands and acknowledges that there is no guarantee or assurance of any kind regarding the likelihood of success of the City's claim, but that PLG attorneys will use their skill, diligence, and experience to diligently pursue the litigation.

9. INDEPENDENT CONTRACTOR

It is expressly agreed that PLG's status hereunder is that of an independent contractor and that no PLG employee shall be considered an employee of the City for any purpose.

10. AVOIDANCE OF CONFLICTS

So long as PLG is retained on behalf of the City, PLG will not, without the prior written approval of the City, represent other clients in actions or proceedings against the City, its agencies or City employees in their official capacity.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law rules.

12. ENTIRE AGREEMENT

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

13. SEVERANCE CLAUSE

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

14. PRIVILEGED COMMUNICATIONS

The City agrees to treat all communications with PLG regarding this matter as privileged and confidential and to take all steps under applicable law to protect the confidentiality of attorney-client communications.