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RETAINER AGREEMENT

THE CITY OF MILWAUKEE (“You” or “Client”) hereby agrees to retain Miller Shah LLP (“Miller Shah”) and O’Neil, Cannon, Hollman, DeJong & Laing S.C. (“O’Neil Cannon”) (together the “Firms” or “Counsel”) as Client’s attorneys to represent You in pursuing your claims against fire truck manufacturers Oshkosh Corporation; REV Group, Inc.; and Rosenbauer America LLC and industry trade association Fire Apparatus Manufacturers’ Association (collectively “Defendants”). This retainer agreement (the “Agreement”) confirms the basis upon which we have agreed to represent You.

Responsible Attorneys

James C. Shah and Natalie Finkelman Bennett of Miller Shah and Joseph Newbold and Douglas Dehler of O’Neil Cannon will be the attorneys principally responsible for assisting You in this matter. Other attorneys, paralegals, and staff of the Firms, may also assist in connection with this representation.

Description of the Case and Class Action

Client understands and agrees that this action will be brought on Client’s behalf, individually, and also as the representative of a proposed class of similarly situated claimants against the above-identified Defendants. Client understands that, after the action is filed and as soon as is feasible and appropriate, Counsel will move to have the lawsuit certified as a class action, with Client being a designated representative of the class. If Counsel determines, for any reason, that an actionable claim does not exist or that Client would not be an appropriate class representative, Counsel may terminate this representation, at will, without any further obligation to Client. The Firm will fully consult with Client before commencing any legal action and provide the Firm’s recommendation as to the best manner to pursue any viable claims.

Client understands that, if Client asserts claims as a class representative plaintiff or otherwise in a representative capacity, Client will be required to act in the best interest of the class. Client also understands that, if Client is acting as a representative plaintiff, Client is subject to the rights and responsibilities set forth in **Addendum A** to this Agreement. In addition, Client understands the need to preserve all evidence, including in electronic format, and hereby agrees to abide by the requirements set forth in **Addendum B** attached hereto.

Client also understands the need for continuity of Client’s position as class representative plaintiff in any representative action instituted and agrees that Client will continue in that capacity until such time, if any, as the entire legal proceeding is resolved, subject to the approval of the Court, or Client is deemed by the Firm or the Court to be an improper representative plaintiff.

Counsel agrees to represent Client with its best efforts; communicate regularly with Client; and not to negotiate or enter into any settlement of any individual or class action without the approval



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and consent of Client.

Client agrees that Client is not now and has not ever been represented by any other attorney with regard to the claims against the Defendants and that Client will not discuss, negotiate, enter into or make any settlement and give any release to the Defendant unless the Firms are present to advise and participate in such settlement discussions pursuant to the terms of this Agreement.

Contingency Fee Agreement

The Firms have agreed to provide representation in this matter on a contingent fee basis. If a class is ultimately certified in any case related to the issues in the Firms' representation of You, the attorneys' fees for the Firms (that is all attorneys representing the Client unless otherwise agreed upon in writing) will be: (1) thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the total recovery obtained, plus expenses, in the event that a recovery is obtained by settlement or judgment through the close of any discovery in litigation that is commenced, and forty percent (40%) of the total recovery obtained, plus expenses, in the event that recovery is obtained by settlement or judgment after the close of discovery or, in the alternative, such other amount that is determined or approved by the Court as appropriate and just under all of the circumstances; and (2) payable solely from the parties against whom the claims are brought or any recovery or benefits obtained/provided for Client and the class.

If a class is not certified in any case related to the issues in the Firms' representation of You for any reason, except as otherwise indicated below, the total attorneys' fee payable to the Firms will be thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the total recovery obtained, plus expenses, in the event that the recovery is obtained by settlement or judgment through the close of any discovery in litigation that is commenced; and forty percent (40%) of the total recovery obtained, plus expenses, in the event that the recovery is obtained by settlement or judgment after the close of discovery.

However, in the event that the class is not certified and any attorneys' fees and costs are separately recovered, either by order of the Court or other neutral third party, or as designated in any settlement, the Firms will have the option of (1) accepting these fees and costs as payment in full for its services, or (2) lumping that sum with any other amount recovered and receiving thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the total recovery obtained, plus expenses, in the event that the recovery is obtained by settlement or judgment through the close of any discovery, and forty percent (40%) of the total recovery obtained, plus expenses, in the event that the recovery is obtained by settlement or judgment after the close of discovery. Under all scenarios provided above, the Firms (based on terms set forth in a separate agreement between the Firms) will advance the costs and litigation expenses, which will be repayable only from a recovery. Unless otherwise ordered by a court of competent jurisdiction, Client will not have to pay any fees or expenses of prosecution to the Firms. If the terms of this Agreement ever result in any attorneys' fees that exceed the maximum allowable under applicable law, the fees will be reduced to that level permissible under applicable law. Similarly, if any other provision of this Agreement ever is adjudged illegal or unenforceable, the remaining terms of this Agreement



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shall remain in full force and effect.

If a settlement is reached based upon deferred payments of any kind, the attorneys' fees shall be computed based upon the present cash value of such settlement and such fees, and all costs will be paid from the initial payment(s) due under the deferred payment arrangement. In the alternative, the Firm may, at its discretion, elect to receive payment of any attorneys' fees awarded in a proportional manner at the time that each deferred payment is received.

Client recognizes that a non-monetary settlement or judgment, such as a judgment for injunctive relief, would not provide for a monetary recovery of the time, costs and fees invested by the Firms. Accordingly, Client agrees to a litigation strategy that seeks monetary relief, either through a settlement, class action, or through a judgment in a direct action. While the Client may seek injunctive relief in pleading its cause of action, Client agrees that seeking injunctive relief will not diminish Client's efforts to seek the maximum possible recovery through monetary relief. Client further agrees that in the event injunctive relief is awarded by the Court, Client will fully cooperate with the Firms to support the recovery of all possible attorneys' fees and costs from the defendant(s) in any action where injunctive relief is awarded, including where there is an expert valuation of any injunctive or non-monetary relief. If there is any dispute related to any of the terms in this paragraph, the parties agree to mediation and binding arbitration to resolve any such disputes, as described below.

The Firms will allocate any award of attorneys' fees with a 10% referral fee to O'Neil Cannon and remainder of any attorneys' fees to be divided based on the Firms' relative lodestars.

Client understands that the Firms generally and Miller Shah primarily will advance all costs and expenses incurred in connection with the above-described representation. Client further understands that the costs that are advanced will be deducted from any recovery which is made in this lawsuit after the deduction of the contingent fee percentage recited above. **Unless otherwise ordered by the Court, Client will not have to pay any fees or expenses to Counsel or any other attorneys or parties. There is a risk that a defendant may prevail against Client and a defendant may seek an award of certain statutory costs from Client. Although Counsel will exercise its best efforts to oppose any request that Client pay the costs of any defendant(s), Counsel will not be responsible for any such award of costs.**

Obligation Not to Use AI

Client acknowledges that materials generated or modified by artificial intelligence ("AI") systems may contain inaccuracies, fabricated information, or other defects, and may compromise the quality, reliability, confidentiality, or legal sufficiency of the representation. Further, the use of AI may constitute a waiver of attorney-client privilege or pose other procedural issues in the case. Accordingly, Client agrees that it will not use any AI systems or automated text-generation technologies to prepare, draft, or modify any documents, information, data, or other materials that Client provides to the Firms in connection with this engagement, unless the Firms gives



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prior written consent. Client further represents and warrants that all materials it provides to the Firms are prepared manually by Client or its authorized representatives and do not contain content generated, altered, or derived from any AI system.

Termination of Representation

The Firms' agreement to represent Client is based upon certain factual information that was provided to us before the date of this Agreement. If any of those facts are determined to be inaccurate in any manner that is material to this representation or if You fail to reasonably cooperate with Counsel in prosecuting this matter, the Firm may, at its sole option, terminate its representation of Client and the Firms will have no further obligation to the Client. In such event, the Firms shall be entitled to reimbursement from You on an hourly basis, for all attorney, paralegal, law clerk, and project analyst time invested in the matter prior to its termination. You may terminate the Firms' representation in this matter, at your sole option and discretion, at any time. If You terminate the representation, the Firms shall be entitled to be paid all of the expenses that it has incurred at the time of such termination and shall be entitled to attorneys' fees based upon the applicable percentage identified above, as reduced by the time spent by any replacement counsel, so that the Firms receive their *pro rata* share from any recovery for all attorney, paralegal, law clerk, and project analyst time that the Firms have invested in the matter prior to the termination, as compared to any prior or replacement counsel. The current hourly rates for attorneys, paralegals, law clerks, and project analysts range from \$200 to \$1,300 per hour. The Firms will keep detailed time records of work in connection with this matter and will record our time for internal cost accounting purposes so that it is available for any fee petition, as well as if such time records become necessary for any other purpose. If the Firms otherwise determine to terminate this representation, at its sole option, Counsel will not be entitled to recover any attorneys' fees or expenses that it has advanced in this matter.

Construction and Enforcement of Agreement

This Agreement shall be governed by, and interpreted under, the laws of the State of Wisconsin. Any dispute between or among the parties to this Agreement shall be brought before and under the expedited procedures of the American Arbitration Association ("AAA"), and shall be filed in and proceed in the AAA's office in or nearest to Milwaukee, Wisconsin. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation administered by the AAA under its Commercial Mediation Procedures before resorting to arbitration or any other dispute resolution procedure. If the dispute cannot be resolved by negotiation or mediation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the AAA under its Commercial Arbitration Rules and, specifically, under the Expedited Procedures of the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



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This Agreement (including the accompanying Addenda) is a jointly drafted and negotiated document and in the event that any of its provisions are found to be ambiguous, it shall not be construed in favor of or against any of the parties hereto. Rather, any ambiguous provision shall be construed to effectuate the underlying purpose of this Agreement, which is for the Firm to provide legal representation and to be reimbursed fairly for the valuable representation being provided to Client on a traditional contingent fee basis.

This entire Agreement (including the accompanying Addenda) between the Firms and Client relating to the subject matter of this Agreement is contained herein. No promises, inducements, or considerations have been offered, accepted or given except as set forth herein. Nothing in this Agreement and no statements made by the Firms to Client will be construed as a promise or guarantee about the outcome of the matter; the Firm makes no such promises or guarantees. This Agreement supersedes any prior oral or written agreement concerning the subject matter of this Agreement.

Upon the close of the Firm's representation of Client, Client may request the return of any documents that were provided by Client. If Client does not request the return of those documents, the Firms reserve the right to destroy those documents within a period of six years.

This Agreement may not be modified, changed, altered or amended in any way except in writing signed by all of the parties to this Agreement. The parties expressly agree that no oral modification of this Agreement shall be effective, notwithstanding any provisions of equity or law that may allow or purport to allow for oral modification.

This Agreement may be executed in counterpart and pdf or facsimile copies, all of which, taken together, shall be deemed to constitute the entire Agreement.

The Client hereby acknowledges that the Client has read and fully understands the foregoing, that the Client has had the opportunity to consult with independent counsel, and that the Client agrees to the representation on the terms set forth in this Agreement. The undersigned acknowledges receipt of a fully executed copy of this Agreement.

DATED: _____

BY: _____
(Sign)

(Print Name and Title for the City of Milwaukee)

DATED: _____

BY: _____
Natalie Finkelman Bennett
MILLER SHAH LLP
Email: nfinkelman@millershah.com



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Telephone: (866) 540-5505

DATED: _____

BY: _____

Joseph Newbold
O'NEIL, CANNON, HOLLMAN, DEJONG &
LAING S.C.
Email: joe.newbold@wilaw.com
Telephone: (414) 276-5000



ADDENDUM A

**RIGHTS AND RESPONSIBILITIES
OF THE REPRESENTATIVE PLAINTIFF**

To assist You in understanding Your role as a representative plaintiff, we briefly set forth below a description of Your rights and responsibilities. Please contact us at any time to further clarify any of these points or if You have any questions whatsoever.

1. **You are suing as a Representative Plaintiff.** As such, You represent the interests of class members who have been affected by the challenged conduct.
2. **Duty as a Representative Plaintiff.** As a representative plaintiff, the Court requires that You adequately and fairly represent the class. This is Your duty. Here is how You are expected to accomplish that duty:
 - a. **You must be generally familiar with the litigation.** This does not mean You must know every aspect of this litigation. Counsel will keep You informed of major events, and this will satisfy your duty. You should read the complaint and understand it generally. You should know who the parties are. You should know why You are suing. You may and should confer with us at any time You feel it is appropriate to do so.
 - b. **You must vigorously prosecute the litigation.** This means You will authorize Your attorney to do what is necessary to successfully prosecute this case. You have done so, and we are vigorously pursuing this case.
 - c. **You must hire lawyers experienced in class and representative litigation.** The Firm has national experience in class and representative actions. The lawyers in the Firm have participated in numerous consumer, antitrust, securities, wage and hour, and employment cases and are recognized as having significant experience in these fields.
 - d. **You must cooperate fully with the Firm.** You must cooperate in the prosecution of the litigation, including, but not limited to, providing documents to substantiate Your claim and agreeing not to utilize AI systems in connection with Your case, and cooperate in providing discovery information, including deposition and trial testimony, if necessary.
3. **Responsibility for Costs.** Costs include such items as filing fees, photocopies, deposition and transcript costs, and the cost of notices, if necessary. All costs are being advanced by the Firms, and You are not responsible for their payment except if otherwise ordered by a court. Repayment of costs is contingent upon a successful outcome; typically, in such cases, the costs are paid (pursuant to an order of the presiding judge) from the amounts recovered from the defendant(s).

4. **Notice to the Class.** You may be responsible for providing notice to the class, depending on whether the rules of the Court or the judge require such notice. We will undertake this task on Your behalf and advance all necessary costs. Notice is usually accomplished by mailing a copy to identifiable class members and publishing a copy in newspapers or through dedicated websites.
5. **No Special Treatment.** You have not been promised any special treatment other than the treatment that may be awarded to other class members. If successful, we may ask the judge to award You additional compensation for the extra time and effort You expend as a class representative. We cannot guarantee that the judge will award any such amounts but, in our experience, judges often will do so.
6. **Attorneys' Fees.** You have no obligation to pay any of our attorneys' fees (payment for our legal services) unless Counsel obtains a recovery for You, in which case You have agreed to pay us 33⅓% or 40%, as discussed above, of the recovery received by You or the amount designated by the Court or in any settlement. Our fees for the work done for the class must be approved by the Court and are dependent upon a recovery. You will be provided with notice of our fee request, and You will have the opportunity to discuss it with us and object to our request if You choose to do so.
7. **Settlement.** If this case does not go to trial, any settlement must generally be approved by the Court. You are entitled to object to the settlement if You do not agree with our recommendation to settle. We will consult with You before recommending a settlement and will not enter into any settlement without Your consent.
8. **Judicial Approval.** In prosecuting a representative action, all of the Firm's actions are subject to judicial approval and courts take their role seriously. Thus, we are subject to scrutiny that other lawyers, including defense counsel, never receive. Our actions will always be of the highest professional caliber.

I have reviewed my rights and responsibilities as a representative plaintiff and understand them and agree to abide by them in all respects.

DATE: _____

On behalf of the
City of Milwaukee, Wisconsin

ADDENDUM B

DUTIES OF PRESERVATION

This notice will serve to remind You of Your obligation to preserve any and all documents and electronic information that may be relevant to the litigation.

As a result of the lawsuit we are about to file on Your behalf, You must preserve all documents and electronic information from all sources that may support, refute, or relate to the claims we are asserting on Your behalf. The types of “documents and electronic information” that we refer to include not only hard copy documents, but emails, word processing documents, spreadsheets, instant messages, Internet usage files, audio recordings, videotapes, photographs, databases, calendars, telephone logs, contact manager information, and all other electronic information created, received and/or maintained on computer systems by custodians. Documents and electronic information may be found in hard copy files, computer hard drives, removable media (such as CDs and DVDs), laptop computers, PDAs, Blackberry devices, and any other location where hard copy and electronic information is stored, including personal computers used or accessed at home or elsewhere.

Electronically stored data is an important source of discovery and evidence in this case. You must take every reasonable step to preserve this information until further notice. Failure to do so could result in legal penalties. To comply with Your legal obligations, You must preserve all existing documents and electronic information relevant to the lawsuit and suspend deletion, overwriting, or any other possible destruction of relevant documents and electronic information.

Please provide counsel with any and all materials You are able to locate. We will work together to preserve and obtain copies of all documents that may be relevant to this litigation and take any additional necessary steps to secure existing information.

If You have any questions or concerns, please do not hesitate to contact us.

I have reviewed and acknowledged my duties of preservation and agree to provide all such materials to Counsel.

DATE: _____

On behalf of the
City of Milwaukee, Wisconsin