

RESOLUTION NO. 81-2025

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEGAL SERVICES CONTRACT WITH GROSSMAN & KELLY, LLP TO PROSECUTE ON A CONTINGENCY BASIS CIVIL LEGAL CLAIMS FOR NEGLIGENCE RESULTING IN INJURIES AND PROPERTY DAMAGE IN MDL 2873 (PFAS).

WHEREAS, litigation is pending in federal courts against any and all parties found to be responsible for negligence resulting in injuries and property damage in Multi-District Litigation ("MDL") #2873 in per-and polyfluoroalkyl substances (PFAS); and

WHEREAS, the Huron City Council has received communication from the law firms of Grossman & Kelly, LLP ("Grossman") and Kegler Brown Hill and Ritter, LPA, about the potential claims for negligence for injuries and property damage in MDL #2873 (PFAS); and

WHEREAS, the water sourced by the City of Huron is in need of testing, and PFAS chemicals could be present in it; and

WHEREAS, a Legal Services Contract allows Grossman & Kelly, LLP to work with the City to have its source water tested, at no expense to the City, and to prosecute on a contingency basis negligence resulting in injuries and property damage in MDL #2873 (PFAS); and

WHEREAS, it appears the City of Huron is entitled to participate in MDL 2873 and accordingly engages Grossman & Kelly, LLP, along with its co-counsel, Kegler Brown Hill and Ritter, LPA, to investigate and file lawsuits on behalf of the City of Huron to recover monies to with the City is entitled; and

WHEREAS, contracting with Grossman & Kelly, LLP for legal services will allow the City of Huron to efficiently participate and serve the interests of its citizens; and

WHEREAS, the first deadline for cities like Huron to file civil legal claims regarding these matters is December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager of the City of Huron is hereby authorized to execute a Legal Services Contract with Grossman & Kelly, LLP, a copy of which will be on file at the office of the Clerk of Council, to investigate and file lawsuits and claims on a contingency basis, on behalf of the City of Huron for and injuries and property damage in MDL #2873 (PFAS), and to recover these monies.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open

to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:

Perri Welkener
Clerk of Council

ADOPTED:

25 NOV 2025

Monty Tapp
Monty Tapp, Mayor

To: Municipal Leaders and Water Utilities
From: David Grossman Esq.
Re: PFAS-AFFF ABATEMENT

There is a time limited opportunity to recover costs relative to PFAS contamination which protects taxpayers. Various regulations and standards require PFAS levels to be reduced to near zero and this burden falls on taxpayers. We help shift that burden to the polluters by enrolling municipalities and water utilities in a cost recovery program where tens of billions are available. The polluters should pay for the cleanup not the taxpayers.

PFAS COST RECOVERY

Our purpose is to represent municipalities and water utilities in a cost recovery program regarding PFAS contamination of water pumping stations, firehouse departments and training centers, airports and landfills. PFAS is a carcinogen that resides in the ground around these sites. We are offering to help collect those funds for harmed communities by making the polluters pay to clean up the messes they made instead of the taxpayers.

PFAS EXPOSURE INCREASES RISK FOR

- Kidney Cancer • Liver Cancer • Preeclampsia • Pancreatic Cancer • Testicular Cancer • Prostate Cancer
- Thyroid Disease • Thyroid Cancer • Ulcerative Colitis • Breast Cancer • Bladder Cancer

THE FUND HAS BEEN CREATED

Billions in funds have been posted by companies such as 3M, Dupont and others. Our goal is to protect taxpayer funds and hold the polluters accountable. Ongoing multidistrict negotiations related to PFAS contamination has created this pool of money. Specifically, the case has been partially resolved for water systems across the country impacted by PFAS. Open enrollment is now with secondary litigation for other sites, and our firm is focused on making onboarding of affected communities as easy as possible.

OUR APPROACH

Our team is a national litigation group providing representation to persons in class action lawsuits and complex multidistrict cases. There is never a financial outlay by the client. We advance all costs and if there is no recovery we have taken the risk because we have done the research and believe the case was worth bringing. We request an authorized person sign the letter of engagement before time runs out.

Join the list of forward-thinking municipalities that have already partnered with us to secure the funds necessary to combat PFAS contamination. To participate we simply request you execute our no risk standard contingency fee agreement attached to this memo. If you have any questions do not hesitate to contact us. Thank you in advance.

Best Regards,
David Grossman Esq.
Cell (631) 459-9241
Email dgrossman@grossmankelly.com

Grossman & Kelly, LLP

1248 Montauk Highway
West Islip, NY 11795
(631) 815-2575
dgrossman@grossmankelly.com

Please send completed contract to Manuel.montano@grossmankelly.com

LEGAL SERVICES CONTRACT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER FEDERAL AND STATE ARBITRATION ACTS.

WHEREAS, the undersigned (“Client”) agrees to retain Grossman & Kelly, LLP (“Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claims in the following multi district litigation (MDLs): Products Liability Litigation MDL 2873 (PFAS).

1. **Fee Percentage**: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33 %) of all gross amounts recovered, plus expenses as outlined in sections #2 (“Disbursements”) and #3 (“Financing of Case”) below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. The Client shall pay no expenses or fees in case of loss.
2. **Disbursements**: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Upon settlement, Client will be responsible for paying, through a deduction from the settlement amount, court-approved costs.
3. **Appeals**: The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys’ fees.

No Guarantee of Final Outcome: No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.

4. **Parties Bound**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
5. **Prior Agreements Superseded**: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.
6. **Termination of Representation**: The Client may terminate the Law Firm’s representation of it at any time by providing written notice to the Law Firm at the above address.

7. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. However, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without the explicit consent of the client.
8. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as co-counsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case. The Law Firm of Kegler Brown Hill + Ritter, LPA will serve as an additional counsel in this matter and will be compensated 10 percent of all attorney fees calculated under Section One of this agreement for its services.
9. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.
10. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
11. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at National Arbitration in Garden City, New York and New York law will govern. Each party to pay its own costs and expenses. This arbitration provision shall be enforceable in either federal or state courts in New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York having jurisdiction.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS 26th day of November, 2025.

| CLIENT SECTION | LAW FIRM SECTION |
|---|---------------------------|
| Please print Client Entity Name: <u>City of Huron</u> | <u>Grossman and Kelly</u> |
| Signature of Authorized Representative: <u>[Signature]</u> | <u>By:</u> |
| Contact Email: <u>stuart.hamilton@huronohio.us</u> | <u>Date:</u> |
| Contact Phone: <u>(419) 433-5000 ext. 1104</u> | <u>Co-Counsel</u> |
| Address (Street + Suite if Applicable): <u>417 Main St.</u> | |
| City, State, Zip: <u>Huron, OH 44839</u> | |

INFORMATION DETAILS:

Client: City of Huron

1. Main contact person: Stuart Hamilton, City Manager
Phone number: (419) 433-5000 ext. 1104
Email address: stuart.hamilton@huronohio.us
Address: 417 Main St., Huron, OH 44839
2. Legal counsel: Seeley, Savidge Ebert & Gourash
Main contact person: Todd A. Schrader
Phone number: (440) 785-6467
Email address: lawdirector@huronohio.us
Address: 26600 Detroit Rd., Suite 300
Westlake, OH 44145

Public Water System Number: 082201011

Tax ID or EIN # 34-6400671

Number of Pumping Stations: 1

For each pumping station, Gallons per Day (GPD) or gallons per minute (GPM):

2,800,000 GPD

Name, email and phone number of person who will be conducting PFAS water test:

JACK EVANS - WATER SUPERINTENDENT

419 - 433 - 9502

JACK.EVANS@HURONOHIO.US

Address of where test kits will be sent:

HURON WATER PLANT

500 CLEVELAND RD. W.

HURON, OH 44839