



RIVERBEND RESOLUTION NO. 20260225-07

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LEGAL COUNSEL TO REPRESENT RIVERBEND WATER RESOURCES DISTRICT IN A POTENTIAL ACTION RELATED TO PFAS CONTAMINATION

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Kessler Topaz Meltzer & Check LLP, Nix Patterson, LLP and Martin Law Group, PLLC may potentially take action against entities or individuals, related to PFAS contamination from aqueous film-forming foam and other products designed, manufactured and/or marketed by those entities or individuals; and

WHEREAS, Kessler Topaz Meltzer & Check LLP, Nix Patterson, LLP and Martin Law Group, PLLC provided a representation letter to Riverbend Water Resources District for this potential litigation; and

WHEREAS, Riverbend has a need for legal representation in this potential action.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director/CEO to negotiate and execute an agreement with legal counsel to represent Riverbend Water Resources District in a potential action related to PFAS contamination.

PASSED and APPROVED this 25th day of February 2026

A handwritten signature in black ink, appearing to read "Sonja Hubbard", is written over a horizontal line. Below the line, the name "Sonja Hubbard, President" is printed in a black sans-serif font.

ATTEST:

A handwritten signature in blue ink, appearing to read "Steve Mayo", is written over a horizontal line. Below the line, the name "Steve Mayo, Secretary" is printed in a black sans-serif font. A small blue mark is visible to the left of the signature.

Attached: Retention Agreement



Writer's Direct Dial: 610-822-2210
Email: jmeltzer@ktmc.com
Please reply to the Radnor Office

January 30, 2026

Sonja Hubbard
Riverbend Water Resources District
228 Texas Avenue, Suite A
New Boston, TX 75570

Re: PFAS Litigation

Dear Sonja

By your signature below, you are acknowledging that Riverbend Water Resources District (the "District") has agreed to be represented by Kessler Topaz Meltzer & Check LLP, Nix Patterson, LLP and Martin Law Group, PLLC (collectively, "Counsel"), in connection with a potential action against the 3M Company, Dupont de Nemours, Inc., EIDP, Inc., The Chemours Company, Corteva, Inc., Tyco Fire Products LP, Chemguard, Inc., BASF Corporation, Buckeye Fire Equipment Co., AGC Chemicals Americas, Inc., Archroma U.S., Inc., Arkema, Inc., ChemDesign Products, Inc., Chemicals Incorporated, Clariant Corp., Deepwater Chemicals, Inc., Dynax Corp., Carrier Fire & Security Americas LLC, Carrier Global Corporation, RTX Corporation and potentially other entities or individuals ("Defendants"), related to PFAS contamination from aqueous film-forming foam and other products designed, manufactured and/or marketed by Defendants.

We have advised you that we have conducted a thorough investigation into the facts and circumstances concerning the alleged misconduct and believe the action to be meritorious. That said, we have not and cannot make any guarantees about the success of the litigation.

The terms under which we will represent the District in this litigation are:

1. We will prosecute the action on a contingency fee basis. This means we will not seek payment of any fees unless the lawsuit generates a recovery or benefit. If non-monetary benefits are achieved, we may base our fee request related to the nonmonetary benefits on an estimate of the economic value of such benefits and/or on prior court awards in which similar benefits were achieved. If there is no recovery or benefit achieved, our firm will not seek to be paid. We will be solely responsible for out-of-pocket expenses in this litigation. The payment of our fees plus reasonable expenses may be subject to court approval. In no event will we request over 30% of the amount recovered or value of the benefit achieved plus reasonable expenses.

2. During the pendency of the action, we may enter into agreements to divide fees with other attorneys for serving as co-lead counsel, local counsel, or for other services performed. In such a case, we will obtain your consent to any proposed division of fees with another law firm after providing you the terms of the division in writing. Unless you otherwise authorize, an agreement to work with another law firm will not increase the maximum amount of fees (as stated above) that we are collectively permitted to seek from the court.
3. The District will cooperate in the prosecution of the action, including providing discovery and deposition testimony if requested.
4. The District will preserve any documents that may be related to the case, as well as any materials you may receive from us during the litigation.
5. The District agrees that our files and documents compiled in connection with our investigation and prosecution of this action constitute the work product and property of Counsel over which Counsel has complete control with respect to its use and/or disclosure.

In addition to the foregoing, with regard to monitoring the status of the litigation, Counsel will provide you with copies of all significant pleadings and briefs in the case. Counsel will also promptly advise you of any significant developments in the case, including any settlement discussions. As appropriate, we will also schedule periodic meetings and conference calls to discuss case development and our strategy in the prosecution of the case. Furthermore, Counsel will consult with you and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement.

If we determine at any time that the prosecution of this action is no longer feasible or is contrary to justice or the standards of good faith, we are entitled to withdraw from the representation with reasonable notice to you. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes, disagreements and claims arising out of or related to this agreement shall be resolved exclusively through binding arbitration pursuant to the Rules of the American Arbitration Association.

Very truly yours,

KESSLER TOPAZ MELTZER & CHECK LLP

Joseph Meltzer

NIX PATTERSON, LLP

Bradley Beckworth

MARTIN LAW GROUP, PLLC

Amy Martin

RIVERBEND WATER RESOURCES DISTRICT

Sonja Hubbard