To: From: Re::

**Municipal Leaders and Water Utilities David Grossman Esq.**

**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 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 municipalitjes 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 harned communtues by making tge polluters pay tk clean uo tge 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. Protect taxpayer funds and hold the polluters accountable. Ongoing multidistrict negotiations related to PFAS contamination has created this pool of money. Soecifically the case has been partially resolved for Water Systems across the country impacted by PFAS. Open enrollment is now with secondary litugation for other sites and our firm is focused on making onboarding of affected communities as easy as possible.

## OUR APPROACH

Our tean 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 befire 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@kandgfirm.com](mailto:dgrossman@kandgfirm.com)

A Recovery Law Firm

**DAVID GROSSMAN & ASSOCIATES PLLC**

881 OCEAN DRIVE, Unit 14H, Key Biscayne, Florida 33149

Telephone: (631) 815-2575 [dgrossman@grossmankelly.com](mailto:dgrossman@grossmankelly.com)

# LEGAL SERVICES CONTRACT

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

**WHEREAS**, the undersigned (“Client”) agrees to retain DAVID GROSSMAN & ASSOCIATES, PLLC (“Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claims in the following multi district litigations (MDLs): Aqueous Film-Forming Foams (AFFF) Products Liability Litigation MDL 2873 (PFAS); Insulin pricing MDL 3080; Generic Pricing MDL 2724; and, Adolescent Addiction (Social Media) MDL 3047.

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. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client’s share after computation of the Attorney’s Fee. However, Client will not be responsible for any expenses or costs which exceed Client’s proportionate recovery.
3. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client’s case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client’s interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.
4. **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.
5. **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.

1. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
2. **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.
3. **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.
4. **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.
5. **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 cocounsel, 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.
6. **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 de- crease 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.
7. **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.
8. **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 day of , 2025.

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| --- | --- |
| CLIENT SECTION | LAW FIRM SECTION |
|  | |
| **Please print Client Entity Name:** | **DAVID GROSSMAN & ASSOCIATES, PLLC** |
| **Print Name & Title of Authorized Representative:** |  |
| **Signature of Authorized Representative:** | **BY:** |
| **Contact Email:** | **DATE:** |
| **Contact Phone:** | co-counsel |
| **Address (Street + Suite if Applicable):** |  |
| **City, State, Zip:** |  |

INFORMATION DETAILS:

Client:

1. Main contact person:

Phone number:

Email address:

Address:

1. Legal counsel: Main contact person: Phone number:

Email address:

Address: