

RETENTION AGREEMENT

WHEREAS, The Secretary of State of the State of Mississippi ("SOS" hereafter) is generally responsible for overseeing the management of 16th Section lands in the State of Mississippi; and

WHEREAS, SOS has reported to the Attorney General of the State of Mississippi ("AG" hereafter) that the United States Corps of Engineers ("USCE" hereafter) has, through its management of the waters of the Mississippi River, caused the River to flood certain of Mississippi's 16th Section lands with a frequency, depth and duration which has destroyed timber and crops, and has permanently diminished the ability of said lands to grow timber and crops, or to support wildlife, all to such an extent that the said activities of the USCE constitute an impermissible taking of the State's property without compensation; and

WHEREAS, the SOS has requested that the AG represent the SOS in a takings claim to be filed against the United States in the United States Court of Claims; and

WHEREAS, the ^{AG}SOS has determined that the report of the SOS is accurate and that a takings claim should be brought as aforesaid; and

WHEREAS, the AG has determined that the investigation, research, and litigation of the Claims may require the work of numerous lawyers, paralegals, and others who are familiar with the facts of this case, and have the experience to handle a takings claim in the U.S. Court of Claims; and

WHEREAS, the AG has further determined that it is in the best interests of the State and its citizens that the State retain attorneys with significant litigation experience; and,

WHEREAS, Barrett Law Group, P.A., is experienced in such litigation and has consented to represent the State of Mississippi, in association with the Attorney General, respecting the claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Office of the AG hereby retains Barrett Law Group, P.A. ("Law Firm") whose partners are hereby designated as Special Assistant Attorney General, to investigate, research, and prepare claims or complaint(s) for the Office of the AG to file in any appropriate Court or before any appropriate government agency.
2. The AG does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The AG has the sole authority to settle this litigation on behalf of the State of Mississippi and its citizens, and the Law Firm shall apprise the AG of all settlement offers. The Law Firm shall consult with the AG and obtain his approval on all material matters pertinent to the Claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The AG shall cooperate with the Law Firm and use

his best efforts to secure the cooperation of other State agencies. The AG is not required, however, to assign any member of his staff to pursue the Claims, but may from time to time afford staff and other support services as the AG deems appropriate. The AG shall designate one or more members of his staff to monitor these Claims, who will be available directly to the parties in this matter as needed, and the Law Firm shall keep the AG and his designated staff member(s) fully informed on all matters pertaining to the Claims.

3. The AG and the Law Firm both recognize that the Claims present numerous factual and legal obstacles and that no assurance of success on the Claims has or can be made.
4. The AG shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the AG for comment and response.
5. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the State, and the AG hereby agrees that the Law Firm will be compensated for any monies recovered by the State of Mississippi on the following basis:
 - A. Recovery of Attorneys' Fees: The AG may request that the Court, to the extent permitted by applicable law, award the State and the Law Firm reasonable attorneys' fees.
 - B. In addition, the Law Firm will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed the amounts specified in the attached Exhibit "A."
 - C. All reasonable and necessary costs of litigation, as determined by the Attorney General's Office, except for fees and expenses of experts, shall be borne entirely by the Law Firm. The State shall be responsible for the payment of such expert fees and costs, up to a total amount of \$120,000, payable as follows: the SOS shall pay up to \$25,000 in this fiscal year, and up to \$25,000 in the next fiscal year, upon receipt of invoices from the Law Firm; and the AG shall pay up to \$25,000 in this fiscal year, and up to \$25,000 in the next fiscal year, upon receipt of invoices from the Law Firm. Any additional expert fees and costs shall be paid by the Law Firm. Additionally, the State, through the SOS, shall separately contract for and pay for its property damage appraisers. - not to exceed 10,000.00 CRA
 - D. The Law Firm shall receive no compensation or reimbursement other than set out above, and all within conformity of State law. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.
6. With the approval of the AG, the Law Firm may associate other attorneys at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the AG.

7. The Law Firm shall, from the date hereof until not less than four (4) years after this contract expires or is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services. In addition, the Law Firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of no greater than one-tenth (1/10) of an hour, and shall promptly provide these records to the AG upon request.

DATED this the December 11th day of November, 2018.

**ATTORNEY GENERAL OF
THE STATE OF MISSISSIPPI**

BY: Jim Hood

Assistant
Jim Hood, Attorney General for the State of Mississippi

**SECRETARY OF STATE OF
THE STATE OF MISSISSIPPI**

BY: C. Delbert Hosemann, Jr.

Delbert Hosemann, Secretary of State for the State of Mississippi

Barrett Law Group, P.A.

BY: Don Barrett

Don Barrett