

RETENTION AGREEMENT

WHEREAS, the Attorney General of the State of Mississippi has determined that claims (“Claims”) should be brought against United States Fire Insurance Company (“U.S. Fire”) and all other necessary and/or relevant parties arising out of U.S. Fire’s failure to honor Bond No. 602-121034-8 (“Performance Bond”) naming the [Mississippi Department of Finance and Administration] Bureau of Building, Grounds, and Real Property Management of the State of Mississippi (“the Bureau”) as Obligee and Castle Black Inc. (“Castle Black”) as Principal, which has caused injuries and losses to the State of Mississippi, and specifically the Bureau, as set forth herein; and

WHEREAS, the Attorney General has determined that the Bureau has claims for damages and other rights and remedies against U.S. Fire and any other necessary and/or relevant parties related to the failure of Castle Black to complete construction of the Mississippi Delta Community College Bookstore in accordance with the contract between Castle Black and the Bureau and U.S. Fire’s refusal, as surety, to honor the obligations of the Performance Bond; and

WHEREAS, the Attorney General has determined that the litigation against Castle Black, U.S. Fire, and any other necessary and/or relevant parties may require the expenditure of large sums of money and the work of numerous lawyers, paralegals, and others who are familiar with the complex legal and technical issues which arise in construction litigation, and who are experienced in litigating and resolving these types of claims; and

WHEREAS, the Attorney General 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 in the area of construction law; and

WHEREAS, Christopher Solop is experienced in such litigation and he and his law firm, Biggs, Ingram & Solop, PLLC, consented to represent the State of Mississippi and the Bureau in association with the Attorney General with respect to the Claims pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Office of the Attorney General (“AGO”) hereby retains Biggs, Ingram & Solop, PLLC (“Law Firm”), particularly its principal, Christopher Solop, who are hereby designated as Special Assistant Attorneys General, to represent the interests of the Bureau in pursuit of the Claims in the trial court.
2. The Period of Performance for this contract is from the date first executed by all parties hereto through resolution of the dispute or litigation, whether by settlement or judgment, during any pre-litigation negotiation(s) or in the trial court, unless terminated under paragraph 4 of this Retention Agreement.
3. The Law Firm is *not* obligated by this engagement to seek or prosecute any appeal of the Claims in any appellate court.

4. Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
5. The Attorney General authorizes retention of independent counsel to represent the interests of the Bureau in accordance with Mississippi Code Section 7-5-39(3)(a). The Law Firm shall apprise the Attorney General and the Bureau of all settlement offers, and the Attorney General and the Bureau, together, have authority to settle this litigation. The Law Firm shall consult with the Attorney General and the Bureau on all material matters pertinent to the Claims and any litigation arising therefrom. The Law Firm shall obtain approval from both the Attorney General and the Bureau as to how to proceed on all such matters, 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 Attorney General and the Bureau shall cooperate with the Law Firm in pursuit of this engagement.
6. The Attorney General designates the following members of her staff to monitor these Claims, to be available directly to the Law Firm and the Bureau as needed, and to whom the Law Firm shall keep fully informed on all matters pertaining to the Claims:
 - A. ***Suzanne Hudson***, Special Assistant Attorney General
Counsel for Mississippi Department of Finance and Administration
 - B. ***Quentin Daniels***, Special Assistant Attorney General
Civil Litigation Division

The Attorney General will promptly notify the Law Firm of any change to the above designees.

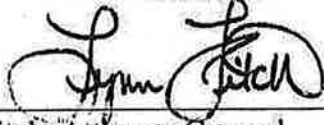
7. The Attorney General and the Law Firm both recognize that the Claims present numerous factual and legal obstacles and that no assurance of success on the Claims has or can be made.
8. The Bureau shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Bureau for comment and response.
9. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the Bureau. As full and complete compensation for services rendered hereunder, the Law Firm shall be paid as follows:
 - A. ***Attorneys' Fees***: To the extent permissible by applicable law, the Law Firm shall be entitled to any reasonable attorneys' fees awarded to the Bureau by the Court;
 - B. ***Contingency Fee***: Where a recovery is made on behalf of the Bureau, the Law Firm shall be entitled to a percentage of that recovery (excluding any reasonable attorneys' fees).

fees awarded) as specified in *Exhibit A*, which is attached hereto and incorporated as if fully restated herein;

- C. **Expenses:** Where a recovery is made on behalf of the Bureau, the Law Firm shall be entitled to all reasonable and necessary costs of litigation including, but not limited to, court costs, travel expenses for attorneys and a legal assistant, witness fees, consultants, accounting, transcripts, and expert witness fees (consulting and testifying experts) and their travel and other expenses, as shall be approved by the Attorney General;
 - D. **Maximum Fee:** In no event shall the fee paid hereunder exceed an aggregate of \$50,000,000.00, exclusive of reasonable costs and expenses incurred in connection with the case, and irrespective of the number of lawsuits filed or the number of attorneys retained to achieve the recovery;
 - E. **No Other Compensation:** The Law Firm shall receive no compensation or reimbursement other than as set forth above in conformity with State law; and
 - F. **Payment Due and Owing:** The parties recognize that the Law Firm's representation shall terminate upon the conclusion of the matter – whether by settlement or judgment – during any pre-litigation negotiation(s) or while the matter is pending in the trial court. Upon any event triggering termination of the Law Firm's representation, the Law Firm shall submit an invoice for payment of attorneys' fees and all authorized expenses, which shall be paid following approval of the Bureau and the Attorney General. However, no payment shall be due and owing under this contract until such time as the recovery is final and no longer subject to being reduced or reversed on appeal. In the event of an appeal, the Attorney General and the Bureau shall make every reasonable and good faith effort to preserve the amount recovered in the trial court on behalf of the Bureau.
10. With the approval of the Attorney General and the Bureau, 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 not transferable, nor are the Law Firm's commitments delegable without the express, written approval of the Attorney General and the Bureau.
11. 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 Attorney General upon request.

[SIGNATURES ON THE FOLLOWING PAGE]

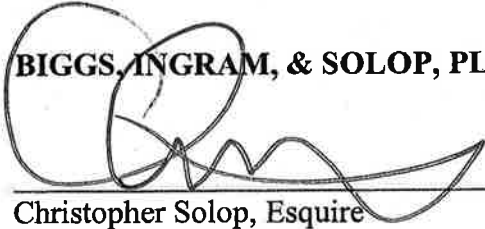
**OFFICE OF THE ATTORNEY GENERAL,
STATE OF MISSISSIPPI**



Lynn Fitch, Attorney General

Date: 10.2.2024

BIGGS, INGRAM, & SOLOP, PLLC



Christopher Solop, Esquire

Date: 10/11/2024

EXHIBIT A
CONTINGENCY FEE

Where a recovery is made on behalf of the Bureau, the Law Firm shall be entitled to a percentage of that recovery (excluding any reasonable attorneys' fees awarded) as specified:

- Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); *plus*
- Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); *plus*
- Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); *plus*
- Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); *plus*
- Five percent (5%) of any portion of such recovery exceeding Twenty-Five Million Dollars (\$25,000,000.00).

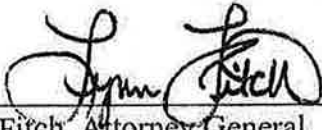
EXHIBIT B
DETERMINATION OF THE NEED FOR
CONTINGENCY FEE REPRESENTATION

The Mississippi Department of Finance and Administration Bureau of Building, Grounds, and Real Property Management (the Bureau) is the state building authority. As such, the Bureau engaged Castle Black, Inc. (Castle Black) to construct a bookstore at Mississippi Delta Community College (MDCC). Castle Black ultimately defaulted on its contract with the Bureau and did not complete the project. Castle Black's performance bond was issued by United States Fire Insurance Company (U.S. Fire). The Bureau and U.S. Fire have been engaged in a dispute for more than one year regarding completion of the project.

To date, the bookstore remains incomplete to the dissatisfaction of the Bureau and MDCC, and U.S. Fire has failed to honor its obligations under the performance bond. Thus, the Attorney General and the Bureau are now seeking to retain outside counsel to pursue any and all claims the Bureau may have arising out of the failure of Castle Black to complete the bookstore in accordance with the contract between Castle Black and the Bureau and the failure of U.S. Fire to honor the performance bond issued naming the Bureau as Obligee and Castle Black as Principal. Pursuit of such a claim may require the work of numerous lawyers, paralegals, and others with experience in the unique and complex nature of construction litigation. Thus, the Attorney General and the Bureau have determined that retention of outside counsel on a contingency fee basis is the most cost-effective way to pursue the Bureau's claims.

The Bureau has requested to retain Chris Solop with Biggs, Ingram & Solop, PLLC to pursue the claim on behalf of the Bureau. Solop is an effective and experienced Mississippi construction lawyer and has worked on numerous complex construction matters. Solop has successfully represented the Bureau in a prior similar matter, and the Bureau's dispute with U.S. Fire is squarely within his area of expertise. It is both necessary and in the best interest of the State to retain Solop and his law firm to pursue and resolve the Bureau's claims.

**OFFICE OF THE ATTORNEY GENERAL,
STATE OF MISSISSIPPI**



Lynn Fitch, Attorney General