

**LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
KOREIN TILLERY PC**

This LEGAL SERVICES AGREEMENT (“Agreement”) is between the City of Fullerton (the “City”), and Korein Tillery PC (“Korein Tillery” or “Outside Counsel”).

1. Scope of Representation

A. Retention for Investigation and Litigation of Fire Apparatus Antitrust Violations Claims

The City hereby retains Korein Tillery to represent it in connection with potential class claims against Oshkosh Corporation; Pierce Manufacturing Inc.; Maxi-Metal, Inc., Boise Mobile Equipment, Inc.; REV Group, Inc.; Ferrara Fire Apparatus, Inc.; Emergency One; Kovatch Mobile Equipment; Spartan Emergency Response; Spartan Fire Apparatus and Chassis; Smeal Fire Apparatus Co.; Ladder Tower, the entities listed in Appendix A, and any parents, subsidiaries, affiliates, successors, officers, or directors of those companies (collectively with the Appendix A listed entities, the “Companies”), for violations of the Sherman Act (15 U.S.C. § 1 *et seq.*), Clayton Act (15 U.S.C. § 12 *et seq.*), California’s Cartwright Act (Cal. Bus. & Prof. Code § 16700, *et seq.*), and California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*), or any other statute or provision regulating the manufacture and distribution of fire apparatus (the “Fire Apparatus Antitrust Claims”). In the event further investigation reveals Fire Apparatus Antitrust Claims against persons other than the Companies, the City and Outside Counsel may mutually agree to pursue enforcement of those additional claims subject to this Agreement. Aside from the foregoing, the City understands that no other claims, lawsuits, or matters are covered by this Retainer Agreement.

This contract is for all work related to the investigation, preparation and prosecution of this litigation, including trial and appeal.

Outside Counsel may associate, through subcontracts, with other qualified legal counsel or firms in the prosecution of this litigation with prior approval of the City, and the addition of such counsel shall in no way effect the payment of fees in total as set forth elsewhere in this agreement.

Outside Counsel and any City-approved subcontracted counsel or firm, are hereby granted authority to prepare, sign and file all legal instruments, pleadings, drafts, authorization and papers as shall be reasonable to commence and conduct this representation. Outside Counsel and any City-approved subcontracted counsel or firm may file documents related to the conclusion of the representation except that, to the extent such documents reflect settlement, in whole or in part, the City must first review and approve such documents.

B. Control of Investigation and Litigation

Notwithstanding any other provision of this Agreement, the City retains complete control and ultimate decision-making authority over the course and conduct of any investigation, claim, case, or matter covered by this Agreement. At all times, the Fullerton City Attorney (the “City Attorney”) will oversee this litigation. Outside Counsel will act under the City Attorney’s direction and control. The City Attorney will have absolute veto power over any decisions recommended or made by Outside Counsel. Decisions regarding settlement of the City’s Fire Apparatus Antitrust

Claims are reserved exclusively to the discretion of the City and the City Attorney. Any defendant that is the subject of litigation covered by this Agreement may contact the City Attorney directly without having to confer with Outside Counsel. However, the City agrees not to enter into a settlement without notification to and participation, as necessary, of Outside Counsel, as well as the payment of fees and expenses as provided elsewhere in this agreement. If the City provides appropriate informed consent, the City may authorize Outside Counsel to negotiate on its behalf, individually or as part of a global settlement.

2. Outside Counsel's Responsibilities

A. Diligent and Competent Litigation

Outside Counsel agrees to handle the City's investigation(s), claim(s), case(s), and matter(s) covered by this Agreement, including any compulsory counterclaims relating thereto, competently and diligently, to exercise professional judgment, and to respond promptly to reasonable requests for information from the City or the City Attorney about the matters covered by this Agreement.

B. Conflicts and Other Litigation

Outside Counsel is not currently involved in any litigation in which it represents a party who is adverse to the City, and will not undertake any litigation adverse to the City during the term of this Agreement without prior disclosure and written consent from the City. The City recognizes that Outside Counsel may have clients that, from time to time, have interests adverse to the City. Any such representation shall be in accordance with the ethical duties of members of the State Bar of California.

The City and Outside Counsel acknowledge that other municipalities or governmental entities may seek to join in litigation of the Fire Apparatus Antitrust Claims, or similar claims, and be represented by Outside Counsel. While Outside Counsel's representation of the City is ongoing, Outside Counsel is permitted to undertake representation of other municipalities or governmental entities bringing Fire Apparatus Antitrust Claims, or similar claims, after consultation and approval by the City.

The City recognizes that there may be potential or actual conflicts of interest if Outside Counsel represents other municipalities or governmental entities with respect to the Fire Apparatus Antitrust Claims or similar claims. The City also understands that other municipalities or governmental entities joining in litigation of the Fire Apparatus Antitrust Claims may enhance the strength of the Fire Apparatus Antitrust Claims. Accordingly, the City has conferred with the City Attorney and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as a result of Outside Counsel representing other municipalities or governmental entities in litigating the Fire Apparatus Antitrust Claims or similar claims. Notwithstanding the above, Outside Counsel will consult with the City and obtain the City's approval before agreeing to represent any other municipality or governmental entity with respect to Fire Apparatus Antitrust Claims or similar claims.

C. Association with Co-Counsel

After full written disclosure to the City and prior written approval from the City consistent with California Rule of Professional Conduct 1.5.1, Outside Counsel may associate with other

qualified legal counsel or firms in the prosecution of this litigation and agree to divide any fees earned by Outside Counsel under this Agreement.

Outside Counsel and any associated counsel approved by the City are hereby granted authority to prepare, sign, and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to commence and conduct this representation. At no time, however, may Outside Counsel or any associated counsel sign or file a document that has not been first reviewed and approved by the City Attorney.

3. Client Responsibilities

The City understands that it is to be a named plaintiff and class representative in the action and will be seeking to represent other entities similarly situated (subject to class certification by the court). The City understands its duties and responsibilities as a class representative and agrees to fully cooperate and protect the interests of all other class members.

In the event the City enters into a settlement of a class action with the Companies, or any subset thereof, that is *not* recommended by Outside Counsel, or withholds support from or otherwise objects to a class action settlement that *is* recommended by Outside Counsel, the City recognizes that Outside Counsel reserves the right to withdraw if Outside Counsel believes the terms of the proposed settlement do not adequately address the interests and claims of any putative or certified class, or the actions of the City undermine, interfere with, or otherwise prevent a class action settlement believed to be fair and reasonable by Outside Counsel. Outside Counsel is hereby authorized and may seek to remove or to prevent the City from serving as a representative of the putative or certified class in such circumstances.

In the event that Outside Counsel recommend to the City that the City accept a settlement offer and the City rejects the offer, Outside Counsel may, at their sole discretion, require the City to advance all future costs and expenses in the litigation.

The City agrees to make full and honest disclosures to Outside Counsel of all facts relevant to the matters that are the subject of this Agreement, including any new facts that may arise after the Agreement becomes effective. The City further agrees to notify Outside Counsel within ten (10) days if it retains or employs additional counsel to monitor, participate in, negotiate, or provide legal services in connection with the Fire Apparatus Antitrust Claims, or otherwise engages counsel to act upon any of the matters covered by this Agreement.

As a client of Outside Counsel, the City understands that it has the responsibility to keep Outside Counsel informed of any significant changes in its circumstances. The City will promptly inform Outside Counsel if it should receive any settlement offers, documents, or other communications directly from the Companies, their attorneys, or any third parties in regard to the matters that are the subject of this Agreement.

The City also understands that its employees and representatives may have to appear in court, attend depositions, produce documents, and/or provide information in the course of the litigation of the Fire Apparatus Antitrust Claims. The City will assist and cooperate with Outside Counsel to aid in Outside Counsel's representation of the City's interests in these matters. The City will bear the costs and expenses it incurs in connection with such activities, including the time of its employees and other personnel. The City will cooperate and respond, within a reasonable time, to requests from Outside Counsel for necessary information, such as information for

discovery responses or documents related to the prosecution of any claims covered by this Agreement.

4. Fees and Reimbursement

a. Contingent Attorneys' Fees and Reimbursement of Expenses

Except as set forth below (under "Termination"), the City understands that it will not be required to pay any attorneys' fees to Outside Counsel or reimburse Outside Counsel for expenses incurred in this matter, other than through a deduction from any recovery¹ obtained on behalf of the City.

b. Attorneys' Fees

If there is no recovery, the City shall not owe any attorneys' fees. In the event of a recovery, in addition to City's share of expenses incurred by Outside Counsel (*see* "Reimbursement of Expenses, below), Outside Counsel shall be entitled to a 30% contingent fee as set forth herein. Outside Counsel shall be entitled to such attorneys' fees regardless of whether the recoveries are a result of an accounting, settlement, judgment, litigation, ordinance, legislation, voluntary payment, credit, refund, adjustment, offset, reduction in future charges, protest suit, or some other method or source. Outside Counsel shall be entitled to such attorneys' fees regardless of whether the City recovers individually, collectively, or as part of a class. Outside Counsel's 30% contingent fee shall be allocated among City and any other participants in the recovery in proportion to the gross amount of that recovery by each participant.

If any portion of the City's claims are not certified by the court as a class action with Outside Counsel appointed to represent the class, Outside Counsel may elect to pursue the City's individual claims or withdraw at their discretion. If the case is not certified as a class action and proceeds as an individual case, the City agrees to pay Outside Counsel from any recovery by settlement, judgment or otherwise, 30% of the gross recovery as and for their total remuneration.

The City's share of Outside Counsel's 30% contingent fee shall be due and payable within sixty days after City's receipt of any recovery or award.

The City agrees that Outside Counsel may divide any attorneys' fees and expenses obtained as part of any recoveries pursuant to the provisions of a Co-Counsel Agreement.

c. Reimbursement of Expenses

The City understands that Outside Counsel may have to pay certain expenses in order to properly represent City in these matters. These expenses may include, but not be limited to, filing fees, fees for service of process and subpoenas, expert witness fees, consultant fees, accountant and auditor fees, data processing fees, stenographer fees, computer research fees, computer programming fees, electronic discovery vendor fees, travel and lodging expenses, copying charges, settlement administration fees, notice costs, and all other charges associated with an investigation,

¹ "Recovery," "recoveries," "award," or "awards" are to be interpreted in their broadest senses, including but not limited to amounts obtained pursuant to any accounting, settlement, judgment, litigation, ordinance, legislation, voluntary payment, credit, refund, adjustment, offset, reduction in future charges, protest suit, or other method or source

claim, case, litigation, and/or settlement. The City authorizes Outside Counsel to incur all costs and expenses reasonably necessary in Outside Counsel's judgment.

The City further understands that it may not impose a requirement on Outside Counsel to incur expenses that Outside Counsel believes are unreasonable unless the City is willing to advance and pay those expenses itself. The City also understands that it alone is responsible for paying any fines, penalties, judgments, awards, or damages assessed against it. Except as provided in this paragraph, the City will not provide any reimbursement of expenses unless it obtains a recovery.

If the City obtains a recovery, then in addition to the attorneys' fees addressed above, the City agrees to reimburse Outside Counsel for City's share of incurred expenses. Outside Counsel's expenses shall be allocated among the participants in any recovery in proportion to the amount of such recovery allocated to each participant.

In the event that there are multiple defendants in the litigation under this Agreement, and settlement is achieved with one or more, but not all defendants, Outside Counsel reserves the right to recover all then outstanding costs and expenses, in addition to legal fees from such settlement as provided in this Agreement, and to escrow an amount that Outside Counsel reasonably anticipate will be necessary to cover the costs and expenses through the remainder of the litigation.

The City shall reimburse Outside Counsel's expenses within sixty days of the City's receipt of its share of any recovery.

d. Termination

The City understands that it is free at any time to discharge Outside Counsel from representing the City with respect to the Fire Apparatus Antitrust Claims. If the City chooses to discharge Outside Counsel, Outside Counsel is under no obligation to find the City replacement counsel or to continue representation of the City beyond what is required by the ethical duties of members of the State Bar of California. If after discharging Outside Counsel, the City obtains a recovery as a result of the Fire Apparatus Antitrust Claims, the City agrees to pay Outside Counsel a reasonable fee based upon such recovery and consistent with the terms of this Agreement. The reasonable fee shall not exceed the amount contemplated by this Agreement. Outside Counsel shall also be reimbursed from any such recovery for costs and expenses incurred in investigation and litigation of the Fire Apparatus Antitrust Claims.

The City agrees that Outside Counsel may, upon giving advance written notice, seek to terminate its involvement in the Fire Apparatus Antitrust Claims for any reason, including if (a) these matters become frivolous, unreasonable, or groundless in Outside Counsel's view; (b) the facts are found to be materially different than Outside Counsel presently understands them; (c) the representation of the City requires Outside Counsel to take a position contrary to the rules of professional conduct; or (d) the City fails to reasonably cooperate with Outside Counsel. If Outside Counsel terminates its involvement under any of these circumstances (a)-(d), or for any other reason permitted under the California Rules of Professional Conduct and/or applicable law, the City agrees to reimburse Outside Counsel for all costs and expenses incurred from any past or future recovery as a result of the Fire Apparatus Antitrust Claims, as well as pay Outside Counsel a reasonable fee for legal services performed pursuant to this Agreement.

Should the City terminate this Agreement before the litigation has been resolved through settlement or final adjudication, and the City hires substitute counsel, Outside Counsel shall be

compensated up to the time of termination as follows: The number of hours expended by Outside Counsel under this Agreement, including paralegal time, will be compared with the number of hours expended by the City's new counsel. The total attorneys' fees due at the conclusion of the litigation will be divided between Outside Counsel and the City's new counsel proportionately based on their respective hours. For the purpose of counting and comparing counsel's respective hours, partner time shall be counted at full value (1 hour of time = 1 hour); associate hours at three-quarters value (1 hour of time = 0.75 hour); and paralegal hours at one-half value (1 hour of time = 0.5 hour).

5. Publicity

The City understands that Outside Counsel may make recommendations to it concerning publicity and discussions with the media regarding the Fire Apparatus Antitrust Claims. To the extent possible, the City and Outside Counsel agree to consult with one another before making any public comment pertaining to the Fire Apparatus Antitrust Claims or related matters that are the subject of this Agreement.

6. Disputes and Governing Law

A. Governing Law

The parties agree that this Agreement shall be governed by California law.

B. Arbitration Clause

If any dispute arises regarding the terms, performance, alleged breach of, or amounts due under this Agreement, a good faith attempt will be made to resolve the dispute. If unsuccessful, the dispute will be mediated informally by a neutral third party agreed to by the City and Outside Counsel. If informal mediation is unsuccessful, any dispute regarding this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, and disputes regarding attorneys' fees or costs and expenses charged under this Agreement (except as provided in paragraph C below) may be submitted to binding arbitration upon agreement of both the City and Outside Counsel. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services (JAMS) or, at the City's option, a neutral third party agreed to by the City and Outside Counsel. The venue for the arbitration shall be Orange County. The venue for any other dispute regarding the terms, performance, alleged breach of, or amounts due under this Agreement, or any post-award proceeding to confirm, correct, or vacate an award, shall be state or federal court in Orange County. The City and Outside Counsel shall bear their own costs, expenses, attorney's fees, and an equal share of the cost of the arbitrator(s) and arbitration administrative fees.

The City and Outside Counsel confirm that they have read and understand this paragraph B and voluntarily agree to binding arbitration. In doing so, the City and Outside Counsel voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. The City may consult with an independent lawyer of its choice to review these arbitration provisions, and this entire Agreement, prior to signing this Agreement.

C. Mandatory Non-Binding Fee Arbitration

Notwithstanding Section 6.B above, the parties acknowledge that in any dispute over attorney's fees, costs, or both, the City has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client's Right to Fee Arbitration, the City does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous Section 6.B. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

7. Miscellaneous

The City recognizes that no result has been guaranteed by Outside Counsel and that this Agreement is not based upon any such promise or anticipated result. The City further acknowledges that it is exclusively responsible for all personal liability, or potential liability, awarded against it by a court as a result of a claim, counterclaim, protest suit, or otherwise, and that by undertaking to represent the City pursuant to this Agreement, Outside Counsel assumes none of the City's joint and/or individual liability.

This Agreement constitutes the entire agreement between the parties with regard to the subject matters contained herein, and all prior and contemporaneous negotiations and understandings between the parties shall be deemed merged into this Agreement. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of this Agreement. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision.

The invalidity of any provision of this Agreement shall not void or otherwise affect the validity of any other provision. Material changes to this Agreement shall be effective only upon the execution of a mutually-approved written amendment. Korein Tillery associating with co-counsel to assist in litigation of these claims consistent with the requirements of this Agreement, or Outside Counsel being retained by another municipality or governmental entity for litigation of the Fire Apparatus Antitrust Claims or similar claims, shall not constitute a material change to this Agreement.

The City agrees not to assign in whole or in part, or otherwise appropriate or grant any lien against its claims covered by this Agreement or the proceeds from them, other than by operation of law, without the prior written consent of Outside Counsel.

The parties may execute this Agreement in counterparts. Execution in one or more counterparts shall have the same force and effect as if all parties had signed the same instrument.

8. Condition Precedent; Effectiveness

This Agreement shall only become effective after it is signed by all necessary parties and the City of Fullerton City Council votes to authorize Outside Counsel to represent the City and pursue the Fire Apparatus Antitrust Claims. If such authorization is not granted by the City Council at or before its meeting on April 21, 2026, this Agreement shall be null and void and of no further

force or effect, and the City shall have no obligation to pay any fee, cost, or penalty to Outside Counsel. The "Effective Date" of this Agreement shall be the date of the City Council's authorizing vote.

Date: 04/14/2026

By: 
CITY OF FULLERTON, CALIFORNIA

By and through its authorized representative
EDDIE MANFRO, CITY MANAGER

Date: _____

By: _____

GEORGE A. ZELCS
KOREIN TILLERY PC
205 North Michigan Avenue, Suite 1950,
Chicago, IL 60601
Email: gzelcs@koreintillery.com

**APPENDIX A TO LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
KOREIN TILLERY PC**

The following entities are fire apparatus dealers:

1st Out Specialty Vehicles & Equipment LLC;
411 Equipment LLC;
A.E.C. Fire-Safety & Security, Inc.;
AAA Firepro of New Mexico, Inc.;
Absolute Fire Protection Co., Inc.;
Adirondack EVG, Inc. (d.b.a. Adirondack Emergency Vehicles);
Advantech Service and Parts LLC (d.b.a. Advantech 911 Service and Parts);
American Emergency Response Training, Inc.;
Atlantic Coast Fire Trucks, LLC;
Banner Fire Equipment, Inc.;
Big Sky Fire Equipment;
Bulldog Fire Apparatus, Inc.;
Colden Enterprises, Inc.;
Conrad Fire Equipment, Inc.;
CSI Emergency Apparatus, LLC;
Delmarva Pump Center, Inc. (d.b.a. DPC Emergency Equipment);
Desorcie Emergency Products, LLC;
Ed M. Feld Equipment Co., Inc.;
Emergency Equipment Professionals, Inc.;
Emergency Vehicle Group, Inc.;
Fire & Rescue Products of Harrisburg, LLC;
Fire Apparatus & Supply Team, Inc.;
Fire Connections, Inc.;
Fire Department Service & Supply, Inc.;
Fire Line Equipment, LLC;
Fire Master Fire Equipment, Inc.;
Fire Safety USA, Inc.;
Fire Service, Inc.;
Fire Truck Solutions, LLC;
Fired Up Rescue LLC;
Firefighter One, LLC;
Fireline, Inc.;
Firematic Supply Company, Inc.;
First Choice Fire Apparatus, LLC;
Front Range Fire Apparatus, Ltd.;
Glick Fire Equipment Co. Inc.;
Golden State Fire Apparatus, Inc.;
Goodman Specialized Vehicles;
Gorman Enterprises, Inc.;
Greenwood Emergency Vehicles, LLC;
Hall-Mark Fire Apparatus, Inc.;
Halt Fire, Inc.;
Hawaii Specialty Vehicles, LLC;
Hendrickson Fire Rescue Equipment, Inc.;
Hoosier Fire Equipment, Inc.;
Hughes Fire Equipment, Inc.;

Jerry's Transmission Service Inc. (d.b.a. North Central Emergency Vehicles);
Kalmikov Enterprises, Inc. (d.b.a. Fire Apparatus Solutions);
Keystone Fire Apparatus, Inc.;
Leo M. Ellebracht Company;
Lone Star Emergency Group;
MacQueen Equipment, LLC;
Matheny Fire & Emergency, LLC;
Metro Fire Apparatus Specialists, Inc.;
Mid America Fire Apparatus Inc. (d.b.a. Jon'd Mid America Fire Apparatus);
Mid-America Fire & Safety, LLC;
Mile-Hi Fire Apparatus, Inc.;
Minuteman Fire and Rescue Apparatus, LLC (d.b.a. Allegiance Fire & Rescue);
New England Fire Equipment & Apparatus, Corp.;
Northeast Emergency Apparatus, LLC;
Northwest Fire Services Inc.;
Patriot Fire, LLC;
Payette Sales & Service, Inc.;
Pete's Equipment Repair, Inc.;
Pierce Atlantic Emergency Solutions, Inc.;
Premier Fire Apparatus, Inc.;
R & R Fire Truck Repair, Inc.;
Reliant Fire Apparatus, Inc.;
Safe Industries, Inc.;
Sea-Western Inc.;
Siddons-Martin Emergency Group, LLC;
South Coast Fire Equipment, Inc.;
Spartan Fire & Emergency Apparatus, Inc.;
Sunbelt Fire, Inc.;
Ten-8 Fire & Safety, LLC;
True North Equipment, Inc. (d.b.a. True North Emergency Equipment);
Vogelpohl Fire Equipment, Inc.;
W. Campbell Supply Company of Sussex County LLC; and
West Shore Fire, Inc.

