

RESOLUTION NO. R-23-25

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF AVON TO EXECUTE A LEGAL SERVICES CONTRACT WITH GROSSMAN & KELLY, LLP TO PROSECUTE, ON A CONTINGENCY BASIS, CIVIL LEGAL CLAIMS FOR HARMS AND PROPERTY DAMAGE FROM WATER CONTAMINATION INCLUDING, WITHOUT LIMITATION, MICROPLASTICS, PFAS, AND 1,4-DIOXANE AND DECLARING AN EMERGENCY

WHEREAS, various litigations are pending for economic damages against the responsible parties who substantially contributed to water systems being contaminated by PFAS, Microplastics, and 1,4-Dioxane for the harms they caused; and

WHEREAS, the City of Avon has received communication from the law firm of Grossman & Kelly, LLP (“Grossman”) about the potential claims for economic damages in proceedings against the responsible parties; and

WHEREAS, the water sourced by the City of Avon is in need of testing, and pollutants including without limitation such as PFAS, Microplastics, 1,4-Dioxane could be present; and

WHEREAS, a Legal Services Contract allows Grossman & Kelly, LLP to work with the City of Avon to have its water tested, at no expense to the City, and to prosecute on a contingency basis proceedings for damages against the responsible parties; and

WHEREAS, it appears that the City of Avon is entitled to participate in proceedings against the responsible parties, and accordingly engages Grossman & Kelly, LLP to investigate, make claim and/or file lawsuits on behalf of the City of Avon to recover monies which the City of Avon is entitled to; and

WHEREAS, contracting with Grossman & Kelly, LLP for legal services will allow the City of Avon to efficiently participate and serve the interests of its citizens; and

WHEREAS, various Court Orders and deadlines are in place; and

WHEREAS, Council, having reviewed the Contract, finds it to be in the best interest of the health, safety, and welfare of the citizens of Avon that Mayor be authorized to enter into a Contract with Grossman & Kelly, LLP.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:

Section 1 – That the Mayor of the City of Avon is hereby authorized to execute a Legal Services Contract with Grossman & Kelly, LLP, to investigate and file lawsuits and/or claims on a contingency basis on behalf of the City of Avon for any damages, and to recover such monies. Said Legal Services Contract, in substantially the form as set forth herein, is attached hereto as Exhibit A and incorporated herein by reference.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3 - That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to authorize the Mayor to enter into a Legal Services Contract with Grossman & Kelly, LLP; therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 10, 2025

DATE SIGNED: November 10, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: November 11, 2025

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: November 12, 2025
Electronically and at City Hall as

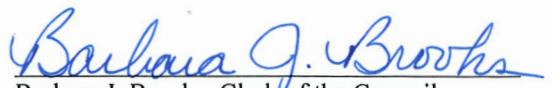
Resolution R-23-25 (Con't.)

Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Resolution No. R-23-25, passed by the Council of said City on November 10, 2025.

IN WITNESS WHEREOF, I have on this 13th day of November 2025, affixed my signature and official seal.


Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

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Telephone: (631) 314-4996 Facsimile: (516) 686-6771
dgrossman@kandgfirm.com - www.kellyandgrossman.com

LEGAL SERVICES CONTRACT

THIS CONTRACT IS SUBJECT TO THE FEDERAL AND STATE ARBITRATION ACTS

WHEREAS, the undersigned ("Client") agrees to retain GROSSMAN & KELLY LLP ("Law Firm") (collectively, "Parties") as Client's attorneys in the prosecution of all viable causes of action against all parties responsible for claims related PFAS, microplastics, 1,4 Dioxane and/or other water contaminants or pollutants.

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.

6. **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.
7. **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.
8. **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.
9. **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 explicit consent of the client.
10. **ASSOCIATION OF OTHER ATTORNEYS:** 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. It is also understood, and agreed that the Law Firm may, at the sole discretion of the Law Firm, associate such other attorneys as co-counsel as the Law Firm may deem appropriate and/or necessary, or delegate to other attorneys some of the services to be provided to Client. Without limiting the foregoing, Client understands and acknowledges that the Law Firm has engaged Cartiga Legal, LLC to assist the Law Firm in: (i) assessing the expected value of Client's claims; (ii) determining expected settlement timing based upon the claim type and location; (iii) assisting with the identification of Client as a potential client and the onboarding of Client with the Law Firm; (iv) preparing internal memoranda and correspondence on, and consulting with the Law Firm regarding, strategic questions and factual and expert development; (v) coordinating requisite water samplings and testing and other fact-gathering activities; (vi) coordinating with any expert witnesses in connection with their evaluation of claims and preparation of reports; (vii) assisting the Law Firm with the completion of settlement claims forms; and (viii) such other matters as Cartiga Legal and the Law Firm may agree. Client further acknowledges and agrees that the Law Firm shall be solely responsible for the representation of Client and Cartiga Legal is not assuming any joint responsibility for the representation of Client.
11. **FEE SHARING:** Client understands and acknowledges that (i) the Law Firm has engaged Cartiga Legal, LLC ("Cartiga Legal") to provide with the services described in paragraph 10 above, (ii) in exchange for such services, Cartiga Legal will receive twenty-five percent (25%) of the fees payable to the Law Firm hereunder (which amount is payable by the Law Firm and does not increase the fee payable by Client hereunder), and (iii) such division of fees is in proportion to the services rendered by the Law Firm and Cartiga Legal for the benefit of Client.
12. **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.
13. **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 court 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 12 day of NOVEMBER, 2025.

CLIENT SECTION

LAW FIRM SECTION

Please print Client Entity Name : CITY OF AVON, OHIO	Grossman & Kelly LLP
Print Name & Title of Authorized Representative: Bryan K. Jensen, Mayor	David Grossman Esq
Signature of Authorized Representative: 	DATE: November 12, 2025
Contact Email: BBruce@cityofavon.com	
Contact Phone: Brian Bruce, Utilities Superintendent (440) 653-3272	co-counsel Charles Platt Esq
Address (Street + Suite if Applicable): 35030 Detroit Rd.	
City, State, Zip: Avon, OH 44011	

INFORMATION DETAILS:

Client: See above

1. Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

2. Legal counsel: John A. Gasior, Law Director

Main contact person: Same

Phone number: (440) 934-7676

Email address: jgasior@sbgavonlaw.com

Address: 36815 Detroit Rd.

Avon, OH 44011

3. Public Works Superintendent: See above

Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

