CONTINGENT FEE AGREEMENT

John Wingo ("Client") and Hovland, Rasmus, Brendtro, & Trzynka, Prof. LLC ("Attorneys") enter into this AGREEMENT on July 28, 2021.

1. Purpose of Employment. Client employs Attorneys to represent Client for workplace discrimination and retaliation claims against his employer, 3M.

2. Attorneys' Fees. Client shall pay attorneys' fees for the above-described representation as follows:

Thirty-three and one-third percent (33 1/3%) of the monetary benefits received by Client as a result of all services rendered by Attorneys up to and including judgment in the trial court or settlement of the case. If the case is appealed, Client shall pay as attorneys' fees for such representation forty percent (40%) of the monetary benefits received by client for all services rendered by Attorneys. Monetary benefits include, but are not limited to, monies received as well as reduction of subrogation interests. Client understands that the reason for the percentages provided above is that it allows Client to hire Attorneys without having to pay Attorneys on a monthly basis at an hourly rate; that the amount of work needed on the claim is unknown; the risk involved in prosecuting the case; and the delay between the time the work is done and the claim is resolved.

If recovery is made on the claim even though subrogation rights are involved, the fee will be calculated on the full amount, but Attorneys will attempt to collect from the subrogated payer. Attorneys are not required to make efforts to collect on the judgment, but if collection efforts are taken, Attorneys will be paid at their regular hourly rate.

If a court awards Client attorneys' fees or costs related to the above-described representation and those attorneys' fees are greater than the amount that Attorneys would otherwise be entitled to under the above-describe formula, Attorneys may elect, at their sole discretion, to substitute the amount of attorneys' fees awarded by a court to Client for the attorneys' fees otherwise due Attorneys.

3. Award of Attorneys' Fees for Discovery Disputes. Client acknowledges that the lawsuit that forms the basis for Attorneys' representation may include significant discovery disputes with the opposing party which would require Attorneys to expend more time than would normally be expected in other forms of litigation. Client agrees that any attorneys' fees awarded to Client as a sanction against the opposing party in the above-described representation are unrelated to monetary benefits described in paragraph two (2) above and that Attorneys shall retain any such discovery sanction award as additional compensation to Attorneys, independent of the fees entitled to Attorneys under paragraph two (2) of this Agreement.