

## **HC CLAIMS SERVICING AGREEMENT**

**This is an ATTORNEY-CLIENT PRIVILEGED document made by and between litigating law firms and their client. This document addresses trial and settlement strategy. This document is to be kept in strict confidence.**

This Servicing Agreement (this “**Agreement**”), dated as of March 6, 2023, is entered into among Subrogation Holdings, LLC, a Delaware limited liability company (collectively with the subsidiaries of such company, the “**Client**”), Milberg Coleman Bryson Phillips Grossman, LLC, a Puerto Rico limited liability company (“**Milberg**”), La Ley con John H. Ruiz, P.A. d/b/a MSP Recovery Law Firm, a Florida corporation (“**MSP Law**”) and MSP Recovery LLC, a Florida limited liability company (“**MSP**”). Furthermore, a Hazel affiliate contemplated by the Term Sheet, as defined below, (the “**New Claims SPV**”) shall have the right to become an additional client to the legal and recovery service parties, if New Claims SPV so determines to do so in its sole discretion. The parties hereto acknowledge and agree that Sections 1 through 4 of this Agreement shall be operative and in full force and effect as of the Effective Date. For purposes of this Agreement, “**Effective Date**” means the earlier of (i) the Closing Date of the Credit Facility (as defined therein) or (ii) the date on which there is an event of default under the Credit Facility.

### **RECITALS**

WHEREAS the Parties agree that the legal servicing of the claims owned or controlled by the Client (“**HC Claims**”) shall be governed in a manner consistent with this Agreement.

WHEREAS, MSP Law has an existing Legal Services Agreement with Lionheart II Holdings, LLC (the “**Legal Services Agreement**”) that encompasses the contingency (“**Contingency Fee**”) and fee award (“**Fee Award**”) payment for legal services with respect to all Claims owned directly or indirectly through Lionheart II Holdings’ subsidiaries.

WHEREAS, Milberg has a legal services agreement with MSP Law, dated January 1, 2022 (the “**Prior Agreement**”), which is superseded by this Agreement, only as it relates to the HC Claims, the allocation of HC Claims and governance below, and shall not affect any other provision of the Prior Agreement unless otherwise specifically addressed as such by this Agreement. It is the intent of the parties that, as it pertains to any claim for Contingency Fees or fees predicated on a lodestar, this Agreement shall prevail as it relates to the HC Claims only. The parties had agreed in the Prior Agreement to address fee agreements with other firms that may make a claim to attorneys’ fees, and any claim for fees from any firm relating to non-HC claims shall be governed by the Prior Agreement.

WHEREAS, MSP Law has existing co-counsel agreements with legacy law firms as set forth on Schedule A<sup>1</sup> attached hereto, and MSP Law covenants and agrees that it will undertake to have said law firms terminate any work and retainer agreements on the HC Claims on or before March 1, 2023 or as soon as practicable; except that the current co-counsel arrangements with Rivero Mestre (“**RM**”) and Alfred Armas Law Firm will not be terminated. The intent of the parties is to cancel any agreement with other law firms prior to March 1, 2023, that would entitle any of these other law firms to a contingency as opposed to quantum meruit on work already performed.

WHEREAS, Client has separately entered into a credit facility (the “**Credit Facility**”) with affiliates of Hazel Holdings I LLC, a Delaware limited liability company (“**Lender**”) in connection with certain transactions contemplated by MSP, the Client and Lender pursuant to the terms of that certain term sheet among affiliates of the foregoing, dated February 7, 2023 (the “**Term Sheet**”).

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<sup>1</sup> NTD: this should be a list of all co-counsel agreements with legacy law firms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The parties hereby incorporate by reference the recitals above. For the avoidance of doubt, instructions to the law firms and recovery service providers will only be given by the Client as set out below, or as otherwise agreed by the Client in writing.

### **Section 1 P&C and Workers' Comp Recoveries**

Milberg shall be deemed lead counsel ("**Lead Counsel**") in any matters related to the Client and the New Claims SPV. Milberg shall also be co-counsel (jointly with MSP Law or external law firms) for any litigation in respect of any claims from non-HC assignors (the "**non-HC Claims**") against property and casualty insurer defendants, including workers' compensation (collectively, the "**P&C Litigation**") (where used herein, the term "**Claims**" shall mean the HC Claims and non-HC Claims, collectively). Said legal representation shall be consistent with any previous existing agreements that MSP has with other law firms working on matters involving such non-HC Claims, including but not limited to those as disclosed in Appendix A, but superseding any conflicts arising in such previously existing agreements with respect to the HC Claims. Where Milberg is co-counsel, Milberg shall be given overall responsibility by Client to direct the P&C Litigation and legal teams.

- 1) MSP Law shall work with Milberg as set out below and on the terms as set forth in this Agreement.
  - a) In return for MSP Law's share of the Contingency Fee associated with the HC Claims, MSP Law shall contribute certain key personnel, as set out in Appendix C, for the P&C Litigation cases to the applicable case team under the direction of Lead Counsel, as set out below, and paid for out of MSP Law's budget.
  - b) Dan Bryson (Milberg) shall lead overall litigation efforts for the P&C Litigation across all of HC Claims and non-HC Claims, and shall co-lead such litigation efforts with MSP Law's Managing Member on behalf of MSP Law for any non-HC Claims; provided that all litigation efforts on non-HC Claims must be consistent with the agreements and understandings of MSP with respect thereto, as MSP is the owner of such non-HC Claims, and Client does not control such non-HC Claims.
  - c) Milberg shall be involved in setting and shall approve, in consultation with the Client, all case strategy across the overall P&C Litigation. Milberg shall join certain cases as co-counsel with MSP Law, and MSP Law shall terminate any and all co-counsel arrangements with other firms as set out above or as otherwise agreed by the Client. Milberg shall be placed as additional counsel on certain pending class actions as set forth in Appendix A, and as sole lead counsel on certain class actions as approved by the Client, and, upon agreement of the Operating Committee of the Client (the "**Operating Committee**"), any other pending class action with HC or its affiliates being a claimant. In respect of such class actions as are referred to in this clause (c), MSP, MSP Law and any other involved parties shall participate in consultation with the Client, and all parties agree to follow the case strategy as set out in Appendix B, as it may evolve over time. In the event of any disagreement among the Client, MSP, MSP Law and any other involved parties, all parties agree to support the decision of the Operating Committee and agree that such course of action maximizes recovery for all class members.
  - d) If there is a disagreement on case strategy among MSP, MSP Law and Milberg related to the P&C Litigation for any assignor, the Operating Committee will make the ultimate decision on any such strategy questions as they relate to the HC Claims.

- 2) Milberg shall lead and represent the Client in any HC Claims settlement discussion, with any material strategic decisions to be agreed to in writing by the Operating Committee, not by any of the members individually. Attendance by representatives of the Client shall only be as approved by the Operating Committee, not by any of the members individually. Notwithstanding the foregoing, for the pending settlement discussions of any HC Claims with respect to which Allstate Corporation or its affiliates is the Responsible Party (the “**HC Allstate Claims**”, and any Claims related to Allstate Corporation or its affiliates as the Responsible Party generally, the “**Allstate Claims**”) (i.e., ongoing settlement negotiations with the Dentons firm, as disclosed), Charlie Whorton and John Ruiz shall lead settlement negotiations, in consultation with Dan Bryson prior to any material decision. MSP and MSP Law agree to make all reasonable efforts to include Milberg in all such settlement discussions, correspondence, and emails. For purposes of this Agreement, “**Responsible Party**” means an insurance carrier, employer, self-insured entity or other person or entity which may be liable to reimburse an assignor under applicable law, including but not limited to, the secondary payer provisions of the Medicare statute, 42 U.S.C. § 1395y(b), 42 C.F.R. § 411.20 et seq., the Medicare Advantage statute, 42 U.S.C. § 1395w-22(a)(4), 42 C.F.R. § 422.108, or under any other theories of law or causes of action, for the provision of healthcare, services or supplies that have been conditionally paid for by the assignor.
- 3) In respect of all Claims, Milberg will take instructions from the Operating Committee, not by any of the members individually. With respect to decisions that will impact MSP’s non-HC Claims, Milberg will also take instructions from MSP, provided such instructions do not conflict with, or in the reasonable opinion of the Operating Committee, otherwise adversely affect the HC Claims, any ongoing legal cases, or settlements. If such conflicts exist, MSP may pursue a different strategy with respect to the non-HC Claims, provided, however, that Milberg may then resign from representing such non-HC Claims in such P&C Litigation. In such event, any additional disbursements under the Credit Facility will be used to fund only the expenses directly associated with pursuing the HC Claims.
- 4) Milberg and MSP Law are required to report to Series 15-09-321, a series of MSP Recovery Claims, Series, LLC, a Delaware series limited liability company (the “**Series**”), MSP and Hazel Partners Holdings LLC (“**Hazel**”) on an ongoing basis.
- 5) Legal Strategy:
- a) Other than as set forth in this Agreement, Milberg shall require consent of Client, through the Operating Committee, to set case and recovery strategy
  - b) For the auto insurance recovery actions, Client and Milberg acknowledge and agree that the case strategy as set out in Appendix B will be the legal strategy as of the Closing Date (as defined in the Credit Facility), including any timetables agreed to by the parties. As of the Closing Date, MSP agrees to support such legal strategy. At the current time and as of the Closing Date, MSP supports the case strategy and agrees to act consistently with respect to non-HC Claims, but MSP reserves the right to take a different course of action with respect to the non-HC Claims as set out above.
  - c) With respect to workers compensation, asbestos and similar recoveries, a strategy shall be set out within the next 3 months.
- 6) Recovery servicing, which includes all data-related and other litigation support currently provided by MSP to MSP Law and/or Milberg:
- a) As soon as reasonably practicable, and in any event no later than March 10, 2023, MSP shall enter into an agreement with Client and New Claims SPV to provide data recovery services to

Milberg. In turn and consistent with the agreements between HC and MSP, MSP shall provide independent access to prosecute and settle the HC Claims and New Claims (as defined below), and provide full back-up of data and systems to Lead Counsel, subject to and on the same terms and conditions as the CRSA, and shall provide IP license and other infrastructure support to facilitate independent and continuous access to MSP's operating systems. For purposes of this Agreement, "**New Claims**" means certain additional non-HC Claims and rights therein acquired by New Claims SPV from MSP and its subsidiaries in accordance with the Term Sheet.

- b) Milberg shall hire a data team to access the data and support the applicable litigation in respect of HC Claims and New Claims, with the ongoing support of MSP, in line with budget set out in Appendix C.
- c) The Milberg team shall only have access to assignor claims data in respect of the Claims in a manner consistent with the Health Insurance Portability and Accountability Act of 1996 and associated regulations ("**HIPAA**") and the data security agreements and business associate agreements ("**BAA**") executed with MSP and its assignors. The parties shall execute agreements by March 10, 2023 or as soon as reasonably practicable, with the consent of the entities with whom MSP has BAAs (if any) that may need to approve this data access, to allow Milberg full access to data to prepare and pursue the cases set out in Appendix B, including the ability to independently enter and pursue a data matching program for such defendants.
- d) Milberg will enter into an agreement with MSP to protect the confidentiality of Confidential Information, as that term is defined in the Claims Recovery Services Agreement, dated December 23, 2021, between MSP and United HealthCare Services, Inc. (the "**CRSA**"), in a manner substantially equivalent to that required by MSP under the terms of the CRSA.
- e) The agreement(s) between Milberg and MSP will be amended, as needed, to ensure that any such agreement(s) include all the terms contained in the Medicare Advantage Regulatory Requirements Appendix, attached as Exhibit E to the CRSA.

## **Section 2 Pharma, Asbestos and Mass Tort Recoveries and Non-HC cases**

- 1) Currently, HC has not authorized MSP to pursue recoveries related to pharma, asbestos, and mass tort claims. MSP can only pursue the recoveries set forth in the CRSA.
- 2) In case HC Claims related to pharma, asbestos, and mass tort are later authorized and pursued, the Operating Committee will set out a recovery strategy and agree on recovery servicers and services.
- 3) Additional Compensation and Costs: The parties agree that any attorney fees due hereunder shall only be due on litigated cases or cases in respect of the HC Claims wherein Milberg and MSP Law are involved in the recovery process in respect of the HC Claims. This Agreement does not create an unfettered right for Milberg or MSP Law to collect fees on matters, whether individual or otherwise, that were not procured by the efforts of such law firm. The Client understands that the owners of the Claims have multiple lines of business and process claims in the ordinary course of business.

a. Class Fees. This fee includes any court-awarded fee or approved fee as the result of a resolution of a class action, whether through a judgment or settlement ("**Class Fee**"). Milberg shall retain 75% of the Class Fee and MSP Law shall be paid 25% of the Class Fee; provided, all fees generated by MSP Law or any other lawyers shall not entitle Milberg to any of the lodestar that was generated by other firms including MSP Law. It is the intent of the parties that all fees generated by law firms other than Milberg on a lodestar basis be retained by those other firms, or in the alternative if

generated by Milberg, Milberg will pay MSP Law 25% as a joint representation fee as permitted by ethical rules.

b. Mass Tort Fees. For any attorneys' fees awarded pursuant to mass tort litigation wherein a court awards attorneys' fees from the total settlement award and/or the defendant agrees to a negotiated fee award (the "**Mass Tort Fee**"), Milberg shall retain 75% of the Mass Tort Fee and MSP Law shall be paid 25% of the Mass Tort Fee on the hours provided as legal work by Milberg and computed as a lodestar pursuant to ethical rules. MSP Law or any other law firm will provide their lodestar as it relates to any shifting or other court awarded fees for a determination of who performed the work. The intent of the parties is that Milberg will pay MSP Law 25% as a participating law firm or otherwise as a referral fee to the extent permitted by the ethical rules. All fees generated by MSP Law or any other lawyers shall not entitle Milberg to any of the lodestar that was generated by other firms including MSP Law. It is the intent of the parties that all fees generated by law firms other than Milberg on a lodestar basis be retained by those other firms, or in the alternative if generated by Milberg, Milberg will pay MSP Law 25% as a joint representation fee as permitted by ethical rules.

c. Other Awarded Fees. For any attorneys' fees awarded to Milberg other than a Class Fee or Mass Tort Fee, including, but not limited to, fees awarded pursuant to a common-benefit fund, plaintiffs' steering committee, or plaintiffs' executive committee in a multi-district litigation or settlement ("**Other Awarded Fees**"), Milberg shall retain 75% of the Other Awarded Fees and MSP Law shall be paid 25% of the Other Awarded Fees on the hours provided as legal work by Milberg and computed as a lodestar pursuant to ethical rules. MSP Law or any other law firm will provide their lodestar as it relates to any shifting or other court awarded fees for a determination of who performed the work. The intent of the parties is that Milberg will pay MSP Law 25% as a participating law firm or otherwise as a referral fee to the extent permitted by the ethical rules. All fees generated by MSP Law or any other lawyers shall not entitle Milberg to any of the lodestar that was generated by other firms including MSP Law. It is the intent of the parties that all fees generated by law firms other than Milberg on a lodestar basis be retained by those other firms, or in the alternative if generated by Milberg, Milberg will pay MSP Law 25% as a joint representation fee as permitted by ethical rules.

d. Hourly Fee Split. If attorneys' fees need to be determined on an hourly basis (i.e., the lodestar method), for the hours that are expended for any Claim solely by Milberg, Milberg shall retain 75% of such fees and MSP Law shall be paid 25% of such fees. However, in the event the hours for such fees are expended solely by MSP Law, such fees shall not be split, and MSP Law shall be entitled to 100% of such fees but only on the hours provided as legal work by Milberg and computed as a lodestar pursuant to ethical rules. MSP Law or any other law firm will provide their lodestar as it relates to any shifting or other court awarded fees for a determination of who performed the work. The intent of the parties is that Milberg will pay MSP Law 25% as a participating law firm or otherwise as a referral fee to the extent permitted by the ethical rules. However, in the event the hours are expended solely by MSP Law, these fees shall not be split, and MSP Law shall be entitled to 100% of such fees. All fees generated by MSP Law or any other lawyers shall not entitle Milberg to any of the lodestar that was generated by other firms including MSP Law. It is the intent of the parties that all fees generated by law firms other than Milberg on a lodestar basis be retained by those other firms, or in the alternative if generated by Milberg, Milberg will pay MSP Law 25% as a joint representation fee as permitted by ethical rules.

e. Client Costs. MSP (funded on behalf of Client out of the Credit Facility) will fund or reimburse Milberg 50% of the Client Costs incurred on each matter handled by Milberg with respect to the HC Claims as the litigation progresses, with the remaining 50% to be reimbursed by Hazel. Milberg will properly document the actual costs and expenses incurred by it for all reasonable Client

Costs, and submit such documentation and any other supporting documents to the Client on a monthly basis.. “**Client Costs**” mean:

- MDL leadership contributions.
- Court, filing, and service costs.
- Deposition and court reporter costs.
- Expert witness and consultant fees.
- Printing, copying, coding, and scanning.
- Research and investigation work by outside third parties.
- Fees and costs related to data housing and analytics.
- Travel for attorneys for deposition, court, or legislative hearing, including reasonable ground transportation, hotel accommodations, meals, reasonable other expenses (i.e., parking).
- Witness expenses including travel.
- Any other costs agreed upon by the parties in writing to be Client Costs.

Any Client Costs that will exceed \$1,500 individually or \$50,000 in the aggregate must be pre-approved by the Client in writing.

### **Section 3        Staffing and Fees**

#### **1) Staffing**

- a) Until the twenty-four month anniversary of the date hereof, Milberg shall maintain at least the resources and agreed budget as set out in Appendix C, solely committed to pursue Claims. Milberg shall further agree to adequately resource their team to maximise recoveries on the Claims, provided such resources are reasonably expected to result in sufficient recoveries to provide an adequate return.
- b) MSP and MSP Law shall provide the following resources to Milberg in support of the P&C Litigation until conclusion of the recovery efforts:
  - i) MSP Law will allocate 15 full time employees from RM to work on P&C Litigation under the direction of Milberg unless MSP Law reasonably determines otherwise, at which time the Client shall determine how to staff ongoing cases, with costs allocated as set forth below. RM will not do any work on P&C Litigation outside of Milberg’s direction, as more fully set forth below.
  - ii) MSP shall provide support and licenses for recovery servicing as set out in Section 1(6) above, including key employees as required by the Client.
- c) Resulting fixed costs shall be covered 100% by the respective firms in return for the Contingency Fees as set out herein. In addition, both firms shall receive an agreed fixed costs coverage, set forth below, from MSP (funded on behalf of Client out of the Credit Facility; or in case of a Termination or Milestone Event (as defined in the Credit Facility) to be funded directly by Hazel or its affiliates from the Credit Facility).
  - i) Milberg shall receive a fixed cost coverage of \$150,000 per month, beginning March 1, 2023, with said fee due on the first business day of each month for a period of 24 months ending March 1, 2025.
  - ii) MSP Law shall receive a fixed cost recovery servicing fee to be determined at the time by the Operating Committee in consultation with MSP Law, such that the payment is sufficient to appropriately and reasonably cover the direct ongoing costs associated with the services provided (excluding amortization of any previous investments or costs and expenses, or

license or IP fee or similar). For avoidance of doubt, the requirements in Section 1(6) survive any such payment.

- d) Milberg's current operating budget (employees only) to service the Claims for MSP and Client is approximately \$358,000 per month. See Appendix C.

RM to provide a minimum of fifteen attorneys to Milberg in support of the P&C Litigation. Fixed costs shall be covered by MSP under the existing MSP/RM Agreement. MSP will instruct RM that they will work under Milberg's instruction and shall ensure an adequate governance structure to enable this. Milberg reserves the right to recommend removal of RM from P&C Litigation. Said recommendation would need to be approved by the Operating Committee, by unanimous vote unless RM is not complying with the governance structure set out or not delivering adequate performance, and any termination costs arising in such case would be the responsibility of MSP. If approved by the Operating Committee, it is acknowledged that additional attorneys would need to be retained by the Client in order to properly pursue the cases and strategy as set forth herein. It is further acknowledged that MSP is under no obligation under this agreement or otherwise to provide Milberg with any lawyer from RM; however, in such case MSP either agrees to bear the costs of providing such additional attorneys, or the resulting additional costs to the Client shall be reduced from any disbursements to MSP under the Credit Facility.

- 2) Contingency Fees under the Legal Services Agreement, as a share of Net Proceeds (as defined in Exhibit F of the CRSA, at certain Side Agreement, dated December 23, 2021, between United HealthCare Services, Inc. and the Claims Vehicle (the "HC SA") under MSP's 50% share of Net Recoveries (as defined in Appendix F of the HC SA), arising from the CCRA and related to the cases led by Milberg under this Agreement are as set forth below:

- a) Milberg shall be entitled to 50% of the Contingency Fee for (i) the HC Claims, and (ii) the New Claims; other than the Allstate Claims below.

- (i) Example: If MSP's 50% share of Net Recoveries equals \$50, the Contingency Fee equals \$20, therefore, Milberg's fee shall equal \$10.

- b) Allstate Claims: In consideration for Milberg's work on the Allstate Claims, including but not limited to, Milberg's agreement to litigate such claims if no settlement occurs, Milberg will be entitled to the following:

- In consideration of prior costs incurred, Milberg will be entitled to the following fees in the event there is a gross settlement amount equal to at least \$300 million:
  - For a settlement between \$300 million and \$400 million, Milberg shall receive a \$3 million fee;
  - For a settlement between \$400 million and \$500 million, Milberg shall receive a \$4 million fee;
  - For a settlement over \$500 million, Milberg shall receive an additional \$1 million for each additional \$100 million (i.e., if the settlement is \$700 million, Milberg shall receive \$4 million plus an additional \$2 million). These additional fee amounts are capped at an aggregate of \$10 million.

In addition, the parties agree that Hazel shall pay Milberg from any settlement of the HC Allstate Claims by June 30, 2023 (as may be reasonably extended if the settlement process is extended) an additional fee of 1% of the aggregate settlement amount in excess of \$300 million (i.e., if the settlement amount is \$350 million, Hazel shall pay Milberg \$0.5 million). Furthermore, if the HC Allstate Claims do not settle and the Client agrees to re-initiate the litigation, Milberg shall be the lead counsel, and any prior contingency fee entitlements of co-counsel shall be terminated and such co-counsel receive only any quantum meruit fee to which they are entitled.

- c) Non-HC Assignors: Milberg shall be compensated as per the Prior Agreement.

MSP Law and Hazel waive any conflicts in respect of the Client and New Claims SPV; if conflict arises, the Client will remain Milberg's sole client.

#### **Section 4 Termination**

- a) Client may terminate this Agreement with or without cause at any time. Milberg, MSP Law and MSP will have no right to terminate the representation of Client except with the prior written consent of Client, provided, however, that Milberg, MSP Law or MSP may terminate this agreement if continuing representation under this Agreement would result in Milberg, MSP Law or MSP violating any ethical rules or any applicable law. Termination of this Agreement will also terminate any powers of attorney granted by Client to Milberg, MSP Law or MSP.
- b) Upon termination of this Agreement, Milberg and MSP Law will be required to request the right to withdraw as counsel to Client or any subsidiary of Client in any filed or settled Claim, and in the event such request to withdraw is denied, Milberg and MSP Law are required to continue to serve as counsel to Client and any subsidiary of Client, as applicable, and the terms and conditions of this Agreement will continue to apply to such filed or settled Claim until such time as the request to withdraw is approved or the Claim has been finally settled or judgment awarded, and each of Milberg and MSP Law shall be subject to all duties and obligations imposed upon it by law, by the Florida Rules of Professional Conduct, and by any court or other tribunal having jurisdiction. The parties acknowledge that pursuant to the separately negotiated governance agreement MSP Law may only be terminated with the approval of MSP.
- c) In the event of termination, Milberg and MSP Law will be entitled to, and will have a quantum meruit lien for attorneys' fees and costs in an amount not to exceed the actual costs incurred by Milberg and MSP Law and actual professional fees billed up to the date of termination (supported by appropriate documentation of such fees and costs); unless binding settlement offer or other amount have been offered or obtained at which point the contingency shall apply to the amount offered. The quantum meruit lien will attach solely to recoveries paid to the Client and its Subsidiaries, net of Costs, and if no recovery is made, Milberg and MSP Law will not receive any attorneys' fees.

#### **Section 5 Miscellaneous.**

a. Indemnification. Client acknowledges its obligations to pay the fees (including contingency fees) specified in this Agreement, in accordance with the allocations set forth herein. Client and the Lender and each of their affiliates, officers, directors, employees, agents, successors and assigns (each a "**Indemnified Party**") shall be indemnified and held harmless by MSP and MSP Law, on a joint and several basis, for and against any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including attorneys' and consultants' fees and expenses, and costs of investigation) actually suffered or incurred by them (including any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any governmental authority brought or otherwise initiated by any of them) (hereinafter a "**Loss**"), arising out of or resulting from dispute or disagreement among MSP Law, Milberg or any other co-counsel pursuant to this Agreement, including the allocation of payment of any fees to Milberg or other co-counsel hereunder. No amounts drawn by Client, MSP or their respective affiliates under the Credit Facility shall be used to pay any fees hereunder except as expressly provided for in the Credit Facility.



b. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Appendices and Exhibits mean the Articles and Sections of, and Appendices and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Appendices and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

c. Acknowledgement by Client and Milberg. Each of Client and Milberg hereby acknowledge and understand that: (i) As it relates to non-HC Claims, MSP Law entered into a certain Credit Agreement dated as of April 9, 2021 (the “**2021 Credit Agreement**”), and (A) has had an opportunity to review its terms and conditions, (B) understands that this Agreement has been structured not to conflict with such 2021 Credit Agreement, and (C) in the event that this Agreement conflicts with the 2021 Credit Agreement, as it relates to MSP Law’s share of its Contingency Fees from non-HC Claims, such 2021 Credit Agreement shall prevail; and (ii) As it relates to HC Claims, MSP Law entered into a certain Credit Agreement dated as of June 16, 2022 (the “**2022 Credit Agreement**”), and (A) has had an opportunity to review its terms and conditions, (B) understands that this Agreement has been structured not to conflict with such 2022 Credit Agreement, and (C) in the event that this Agreement conflicts with the 2022 Credit Agreement, as it relates to MSP Law’s share of its Contingency Fee from HC Claims, such 2022 Credit Agreement shall prevail.

d. Entire Agreement. Except as set forth herein, this Agreement contains all the understandings and representations between the parties with respect to the subject matter contemplated hereby, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such matters; provided that MSP and the Client are party to certain transaction agreements in respect of the Term Sheet and the governance rights of the Client herein shall be in addition to, and not in lieu of, the governance rights in respect of the Operating Committee in such other transaction agreements.

e. Modification and Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

f. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in

order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

g. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

i. Representation of Parties. Each party represents and warrants to the other parties as follows:

- It is duly authorized to enter into and deliver this Agreement and to perform its obligations under this Agreement and it does not require the consent of any third party to enter into, or to perform under, this Agreement.

- Its acceptance and performance of this Agreement will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding or law, regulation, decree, ruling, judgment, or order to which it is a party or is otherwise bound, including any of its governing documents.

- Its acceptance and performance of this Agreement will not violate any right of first refusal, right of first offer, non-solicitation, non-competition, or other similar covenant or agreement to which it is bound.

j. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties will survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

k. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed; provided, however, that prior to Closing (as defined in the Investment Agreement), the parties may incorporate the terms hereof in other documents contemplated by the Term Sheet. No assignment shall relieve the assigning party of any of its obligations hereunder.

l. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

m. Appendix A and Appendix B. The parties acknowledge and agree that, at the time of execution of this Agreement, Appendix A and Appendix B are not final, and the parties agree to negotiate in good faith to finalize such appendices in accordance with their mutual understanding of the matters to be included therein, with such appendices to be final no later than the Closing Date of the Credit Facility.

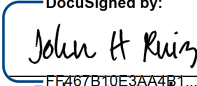
n. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

- i) All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York, Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.
- ii) EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- iii) Each party hereby (A) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New York and any state appellate court therefrom within the State of New York, for purposes of any actions, suits or proceedings arising out of or relating to this Agreement, (B) agrees not to commence any proceeding except in such courts and (C) irrevocably waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have to the laying of the venue of any such court or that such proceeding has been brought in an inconvenient forum.

o. Specific Performance. The parties hereto agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur if any provision of this Agreement were not performed in accordance with its specified terms or are otherwise breached by any of the parties hereto. Accordingly, the parties hereto acknowledge and agree that each of the parties shall be entitled to an injunction, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereto agrees that it shall not oppose the granting of an injunction, specific performance and/or other equitable relief on any basis, including the basis that any other party has an adequate remedy at law or that any award of an injunction, specific performance and/or other equitable relief is not an appropriate remedy for any reason at law or in equity. Any party hereto seeking: (i) an injunction or injunctions to prevent breaches of this Agreement; (ii) to enforce specifically the terms and provisions of this Agreement; and/or (iii) other equitable relief, shall not be required to show proof of actual damages or to provide any bond or other security in connection with any such remedy.

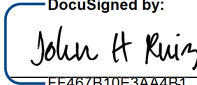
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date hereof by their respective officers thereunto duly authorized.

**SUBROGATION HOLDINGS, LLC**, a  
Delaware limited liability company

DocuSigned by:  
By:   
Name: John H Ruiz  
Title: Authorized Representative

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**LA LEY CON JOHN H. RUIZ, P.A.** d/b/a  
MSP Recovery Law Firm, a Florida corporation

DocuSigned by:  
By:   
Name: John H Ruiz  
Title: Authorized Representative

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**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, LLC**, a Puerto Rico limited  
liability company

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**MSP RECOVERY LLC, a Florida limited  
liability company**

DocuSigned by:  
By:   
Name: John H Ruiz  
Title: Authorized Representative

**Exhibit A: Lead and Co-Counsel Agreement for P&C Cases  
To be provided**



## Exhibit B

Re: Case Strategy Document

Date: March 14, 2023

Privileged and Confidential

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### **State Farm - 18.20%**

Co-counsel involvement

- Contingency agreements with PBC, Baum, Rivero Mestre. The contingency agreement with PBC will be terminated.

Case Strategy:

- Re-file 'Exhibit A' complaints in Illinois federal court, excluding Florida, involving both settlement and no-fault representative beneficiaries.
- Continue filing single RB cases in Florida State Court. However these cases are being removed to Federal Court. The strategy is to obtain favorable rulings to bolster the Exhibit A complaints in Illinois federal court.

Action Points:

- NTTO: file 'Exhibit A' complaint by April 7, 2023. To draft complaint for approval from to be received from NTTO and filing thereafter.
- Non-NTTO assignors : file 'Exhibit A' complaints in Illinois federal court later in 2023.

### **GEICO - 12.00%**

Co-counsel involvement

- Contingency agreements with PBC, Baum, Rivero Mestre. The contingency agreement with PBC will be terminated.

Case Strategy

- Pending class action with data matching but slow progress. Covers both no-fault and settlement. NTTO not yet part of the data matching discussion
- File 'Exhibit A' complaint in Maryland federal court for NTTO.

Action point

- To explore best strategy for class and NTTO claims in light of above; incl for Milberg to join as co-counsel.
  - o To discuss: status and how to progress this; merits of approaching parties for consensual settlement process, and discuss alternative strategies to

increase leverage [eg file Exhibit A-style litigation for NTTO]; explore if data set can be used for individual suits?

- Data team reviewing NTTO hits
- Check tolling rules if new NTTO claim brought while class is pending not certified
- revert with case strategy recommendation between Milberg and MSP Law

### **Allstate - 10.80%**

Case Strategy – aim to progress current discussion with settlement by June 30, 2023

### **Progressive - 10.70%**

Co-counsel involvement

- Contingency agreements with PBC. To confirm if to be terminated?

Case Strategy

- Pending class litigation for both No Fault<sup>1</sup> and Settlement<sup>2</sup>. *Case number?*]. Currently a pending Motion for Summary Judgment that has been rebriefed, with MSP's Response in opposition was filed end of March 2023.
- If dismissed agree to file single assignor 'Exhibit A' style complaints
- *Any pending state court cases?*

Action Points

- *Milberg to join as co-counsel and take over case strategy?* Milberg has been actively involved and has prepared and coordinated the briefing for the MSJ Response in Opposition.
- Determine strategy to loop in NTTO claims

### **Farmers - 6.20%**

Co-counsel involvement

- Contingency agreements with PBC, Baum, Rivero Mestre. Who is actually leading the case? Have other agreements been terminated? Any refile would be headed up by Milberg.

Case Strategy

- Class litigation dismissed (and on appeal)<sup>3</sup> - covering both No Fault and Settlement

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<sup>1</sup> *MSP Recovery Claims Series, LLC., et al., v. The Progressive Corporation, et al.*, Case No. 1:18CV2273 (E.D. Ohio).

<sup>2</sup> *Case Nos. 19-12357 and 1:19-cv-20709*

<sup>3</sup> *MSP Recovery Claims Series, LLC., et al., v. Farmers Insurance Exchange, et al.*, Case Nos. 22-55610, 22-55613 (9th Cir.).

- Strategy would be to re-file as Exhibit A complaint – however not sufficient RBs identified (6 RBs from 5 Assignors). NTTO RB work not done yet
- Any pending state court cases? None at this time.

#### Action Points

- Prioritize identifying NTTO RBs (or are there more issues), then re-file as ‘Exhibit A’ for NTTO by April 30, 2023.
- 

### **USAA - 5.50%**

#### Co-counsel involvement

- contingency fee agreements w Armas and PBC (still involved?). The Armas firm is still involved in the case. There is no PBC involvement.
- Milberg to get involved? Milberg is co-counsel on the case and has participated in depositions, briefing, etc.

#### Case strategy

- Pending litigation against in federal court in the S.D.Fl.<sup>4</sup> as a class case [confirm-No Fault and Settlement? Correct.]
- 61 potential RBs involving 14 assignors (including NTTO), a number of which are not MAOs
- Any pending state court cases? There is a pending pure bill/declaratory action in state court that is being handled by the Armas firm. There has been discussion of converting it to an MSP action.

#### Action Points

- Review statute of limitations tolling if UHC files Exhibit A complaint while the class is pending
- Then to discuss status of class and if dismissal of the class allegations makes

### **Liberty Mutual - 4.90%**

Co-counsel involvement – only Milberg or anybody else still involved? Only Milberg is involved in the Liberty Mutual cases with the exception of Liberty Mutual Fire. Liberty Mutual Fire is a legacy case in the SDFL that is being worked by Rivero Mestre.

#### Case Strategy

- Class action dismissed in [ ] (HFAP and MSO) but on appeal re MSO . Tolling for UHC/MAOs no longer applicable?
- Milberg has filed 9 single-assignor cases in federal court in MA that are currently pending MTD rulings. There are 73 med team approved RBs against 14 assignors (not including NTTO; not done yet)
- Propose to file ‘Exhibit A’ style complaints for those assignors where we find meaningful amount of RBs

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<sup>4</sup> *MSP Recovery Claims Series, LLC., et al., v. United Services Automobile Association*, Case No. 20-cv-21530-Gayles/Otazo-Reyes.

- Any pending state court cases? None.

#### Action Points

- Identify NTTO RBs, then draft and file complaint by April 30, 2023.
- To discuss filing any MSOs given overall risks?

#### **Mercury**

File NTTO Exhibit A complaint by 5/15/23

#### **Hartford**

File NTTO Exhibit A complaint by 4/15/23

**Exhibit C**  
**MILBERG STAFFING**

Department	Last Name	First Name	State	Function	Allocation	Rate (Allocated)
<b>Supervision</b>	Bryson	Daniel	NC	Overall supervision of legal team and strategy	75%	750,000
	Phillips	Glenn	WA	Overall supervision of legal team and strategy	20%	200,000
<b>P&amp;C</b>	Silvey	Mark	TN	P&C manager (briefing)	100%	300,000
	Rico	Natalie	FL	P&C manager (case docket management)	100%	220,000
	Montoya	Patrick	FL	P&C trial counsel	50%	162,500
	Amelchenko	Karl	NC	Settlement and data review	90%	198,000
	Jimenez	Robert	FL	P&C- ESI expertise	100%	200,000
	Carnevale	Vince	PA	ESI for P&C and Pharma	50%	85,000
	Falgoust	Scott	LA	Asbestos and P&C	100%	150,000
	Geer	Martha	NC	P&C Appellate Issues (former Appellate judge)	50%	125,000
	Macejka	Jordan	FL	P&C associate	100%	150,000
	Godly	Laura	NC	P&C associate	100%	120,000
	Krtausch	Austin	FL	P&C associate	100%	120,000

	Mintz	Jimmy	FL	P&C associate	100%	170,000
	Rodriguez	Mercedes	FL	P&C associate	100%	140,000
	Steber	Eric	NC	P&C associate	100%	120,000
	Mkamanga	Amanda	NC	Lead paralegal for P&C	100%	85,000
	Vandenberg	Nick	FL	P&C paralegal	100%	65,000
	Alves	Rosemary	FL	P&C paralegal	100%	65,000
	Paralegal	<i>To be hired</i>	FL	P&C paralegal	100%	75,000
<b>Other Legal</b>	Day	Justin	TN	Asbestos and lien resolution	100%	190,000
	Kuiper	Tiffany	LA	Asbestos paralegal	100%	66,950
	Wedgworth	Peggy	AL	Antitrust	50%	162,500
	Acciavatti	Michael	PA	Antitrust	50%	140,000
	Rasmussen	Kristian	FL	Pharma	50%	75,000
<b>Data</b>	Chief information officer	<i>To be hired</i>	FL	Position similar to Chris Miranda	100%	150,000
	Zarruk	Allan	FL	Data and minor med team review	100%	75,000
	Flores	Sashabell	FL	Data for P&C	100%	80,000
	Ogugua	Andrew	FL	Data review	100%	78,000
<b>Other</b>	Administrative Position	<i>To be hired</i>	FL		100%	50,000

<b>Total</b>	<b>4,567,950</b>
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<b>MSP LAW STAFFING</b>					
<b>Department</b>	<b>Last Name</b>	<b>First Name</b>	<b>State</b>	<b>Function</b>	<b>Allocation</b>
<b>Supervision</b>	Mena	Michael	FL	Overall supervision of legal team and strategy	100%
<b>P&amp;C</b>	Whorton	Charles	FL	P&C Manager/Settlement and Data Review	100%
	Moreno	Gino	FL	P&C Manager (briefing)	100%
	Fernandez	Alexis	FL	Data and Pre-Suit Diligence	50%
	Perdomo	Arlenys	FL	P&C Associate	100%
	Martinez	Reynaldo	FL	P&C Associate (focus on State court)	100%
	Susman	Ryan	FL	P&C Associate (focus on State court)	100%
	Freeman	Ariel	FL	Legal Assistant	100%
	Caban	Asela	FL	Legal Assistant (liens)	100%
	Pupo	Jeanne	FL	Legal Assistant	100%
	Blanco	Lisette	FL	Legal Assistant	90%
	Rodriguez	Lourdes	FL	Paralegal	50%
	Olivares	Zaima	FL	Legal Assistant	100%