

OFFICE OF THE ATTORNEY GENERAL

SPECIAL COUNSEL APPOINTMENT

KNOW ALL MEN BY THESE PRESENTS, That I, WARREN SPANNAUS, Attorney General of the State of Minnesota, by virtue of the authority vested in me by statute, have constituted and appointed

PAUL C. SPRENGER
(Johnson & Sands, P.A.)

of Minneapolis, Minnesota, as Special Counsel to the Attorney General for the purpose of handling all necessary legal work for the State of Minnesota and any political subdivisions represented by it in connection with State of Minnesota, by its Attorney General, Warren Spannaus v. Great Western Sugar Company, et al., and to serve at the pleasure of the Attorney General. This appointment shall be effective as of March 14, 1975, and is subject to the terms and conditions set forth in the attached Fee Agreement.

Executed in St. Paul, Minnesota, this 25th day of March, 1975.

Warren Spannaus
WARREN SPANNAUS
Attorney General

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, PAUL C. SPRENGER, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and will faithfully discharge the duties of the Office of Special Counsel to the Attorney General to the best of my judgment and ability, so help me.

Paul C Sprenger
PAUL C. SPRENGER

Subscribed and sworn to before me
this 19th day of March, 1975.

Constance L. Herbst
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CONSTANCE L. HERBST
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 24, 1979
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28044
STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
MAR 27 1975
James Andrew Howe
Secretary of State
JAH

FEE AGREEMENT

THIS AGREEMENT by and between the State of Minnesota, by and through its Attorney General, Warren Spannaus, and Paul C. Sprenger, of the firm of Johnson & Sands, P.A., Minneapolis, Minnesota, hereinafter referred to as Special Counsel,

WITNESSETH:

WHEREAS, Attorney General, Warren Spannaus has appointed Special Counsel as Special Counsel to the Attorney General in connection with the claims of the State of Minnesota and political subdivisions represented by it in State of Minnesota, by its Attorney General, Warren Spannaus v. Great Western Sugar Company, et al.

NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED:

1. Special Counsel, for and in consideration of the compensation hereinafter set forth, agrees to render all legal services necessary for the State of Minnesota and any political subdivisions represented by it in the above case, including all trials, retrials, appeals, and remands thereof, and any and all other necessary legal services required in connection with final disposition of the above case.

2. The services to be performed by Special Counsel shall be at the direction and under the supervision and control of the Attorney General, and the above case shall not be settled without the approval of the Attorney General. Special Counsel shall serve at the pleasure of the Attorney General.

3. Special Counsel shall be compensated at the rate of Thirty-five Dollars per hour (\$35.00); provided, however, that in the event of a recovery by plaintiff (whether by settlement or otherwise), the amount of such compensation shall be increased to an amount equal to the lesser of Fifty-five Dollars (\$55.00) per hour or fifteen percent (15%) of the amount of such recovery;

and, provided further, that if an attorney's fee is recovered pursuant to settlement or is awarded by the court pursuant to Section 4 of the Clayton Act (15 U.S.C. § 15), said fee shall become part of the fee of Special Counsel so that the compensation of Special Counsel shall not, by reason thereof, exceed the fee provided for in this paragraph.


4. The Attorney General shall reimburse Special Counsel for the state's and any political subdivision's individual or proportionate share(s) of expenses and reasonable out-of-pocket disbursements incurred by Special Counsel in the prosecution of this litigation, including, by way of example, without limiting the generality thereof, filing fees, costs of reproducing papers and documents, court reporters' fees, investigators' and experts' fees (other than those rendering expert legal advice), long-distance telephone tolls, and travel expenses. Such expenses shall be payable by the Attorney General upon presentation by Special Counsel of an itemized statement together with such supporting data as may be requested by the Attorney General. Should such disbursements exceed Fifteen Thousand Dollars (\$15,000) in any one year, or should any unusual disbursement be contemplated, Special Counsel will not incur such expense unless and until Special Counsel has first received written authorization from the Attorney General.

6. Special Counsel shall refund to the Attorney General the state's and any political subdivision's individual or proportionate share(s) of expenses of reasonable out-of-pocket disbursements which may be assessed or imposed on the defendants and collected from them in accordance with an order of court or by any settlement, provided that the Attorney General has previously reimbursed Special Counsel therefor.


IN WITNESS WHEREOF, the State of Minnesota has caused this Fee Agreement to be executed by its Attorney General, and Paul C. Sprenger, of the firm of Johnson & Sands, P.A., has hereunto set his hand.

Dated: March 25, 1975.

STATE OF MINNESOTA


WARREN SPANNAUS
Attorney General

Dated: 3/19, 1975.


PAUL C. SPRENGER
Johnson & Sands, P.A.