**ATTORNEY-CLIENT FEE CONTRACT**

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between the School District (“Client” or “District” as defined below) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. CONDITIONS. This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. AUTHORIZED REPRESENTATIVES
   1. CLIENT REPRESENTATIVES. Client shall designate an authorized representative at the end of this Agreement to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
   2. ATTORNEY REPRESENTATIVES. James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.
3. SCOPE AND DUTIES. Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e*-*cigarette) litigation, including the preparation and filing of the District’s individual action, ("Action"), against all defendants in the Action (the “Defendants”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
5. FEES. Client recognizes and acknowledges that the customary contingency fee charged by the Frantz Law Group, APLC is more than 25% and that the fee would be split with other law firms, including Stevens Clay, P.S. However, because Stevens Clay as agreed to perform its work on a pro bono basis, the Frantz Law Group, APLC has agreed to reduce its fee to 20%. As such, client will pay Attorneys’ fees of twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty percent (20%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty percent (20%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Client recognizes and acknowledges that Frantz Law Group, APLC will pay Kirton McConkie PC approximately thirty-five percent (35%) of the fees it receives from Client for their legal work related to the communication and initial preparation on the federal litigation against Juul Labs, Inc. and related parties, with all other work related to such litigation handled by Frantz Law Group, APLC, with neither Stevens Clay, P.S. or Kirton McConkie PC responsible for the outcome or handling of such litigation.

Client recognizes and acknowledges that Stevens Clay, P.S. is representing the Client against the Defendants on a pro bono basis so that client will obtain a greater percentage of the recovery than would otherwise be customary.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the “Gross Recovery.” Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term “Gross Recovery” shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys’ fee paid by Defendants shall be included in calculating th**e** Gross Recovery, however, any such award of Attorneys’ fees shall be proportionately applied as a credit against Client’s obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

1. “Gross Recovery,” if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District; and (3) any Attorneys’ fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. “Recovery” may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

1. The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District’s behalf as a result of the Services.
2. If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
3. If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys’ fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from any common fund or court ordered Attorneys’ fees.
4. The District agrees the Defendant shall pay all Attorneys’ fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this Action on behalf of the Client and agrees to make a good faith effort to include Attorneys' fees as part of the terms of any settlement or resolution of the Action.
5. In the event any award or settlement of the Action specifies Attorneys’ fees and costs, then the amount that such award or settlement gives to the District shall not be subject to any further claim for Attorneys’ fees and costs.

If Client and Attorney disagree as to the fair market value of any non- monetary property or services as described above, Attorney and Client agree that a binding neutral third-party appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorneys’ fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys’ fee. If there are insufficient funds to pay the Attorneys’ fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

1. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. If the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.
2. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client’s general funds be obligated to satisfy the contingent Attorneys’ fees as a result of this case or this contingency fee contract.
3. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all “costs/expenses”, which includes but is not limited to the following: process servers’ fees, fees fixed by law or assessed by courts or other agencies, court reporters’ fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants’ fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys’ fees and Client will reimburse those costs/expenses after Attorneys’ fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees. Notwithstanding anything to the contrary, under no circumstances will

the Client be required to pay for any “costs/expenses” beyond three percent (3%) of the gross recovery as defined in paragraph 5.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client’s portion of those expenses from Client’s share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES:

One or more of the Attorneys frequently serve on plaintiffs’ management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys’ clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys’ time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as “common benefit,” may be awarded to Attorneys by a court or courts directly from the assessments paid by the District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

1. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys’ fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
2. DISCHARGE AND WITHDRAWAL.
   1. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action. Notwithstanding anything to the contrary, if client discharges the Attorneys and does not receive any award or settlement from this litigation and/or the Action, and does not participate in this litigation or any similar or affiliated litigation through different counsel, then under no circumstances shall Client be obligated to pay the Attorneys any compensation, fees or costs for their work under this Agreement.
   2. Attorneys may withdraw with Client’s consent or for good cause. Good cause includes Client’s breach of this Agreement, Client’s refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.
3. ARBITRATION OF DISPUTES: Attorney and Client agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or Attorneys’ representation of Client, including claims of malpractice (collectively referred to herein as “Dispute” or “Disputes”), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. (“JAMS”) at the JAMS location closest to the Client or at such other mutually acceptable location before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys’ fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, Client and Attorney agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the JAMS location closest to the Client or at such other mutually acceptable location, applying California law. Client is not waiving rights to arbitration before the San Diego County Bar Association.
4. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client’s claim, and expressly authorize the Attorneys to divide any Attorneys’ fees that may eventually be earned with co-counsel so associated for the handling of Client’s claim. Attorneys understand that the amount of Attorneys’ fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client’s claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys’ fees Client pays to the Attorneys.
5. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys’ statements to Client will be construed as a promise or guarantee about the outcome of Client’s matter. Attorneys make no such promises or guarantees. Attorneys’ comments about the outcome of Client’s matter are expressions of opinion only.
6. MULTIPLE REPRESENTATIONS: The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys’ representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to attorneys’ professional responsibility in attorneys’ representation of clients, and especially where conflicts of interest may arise from attorneys’ representation of multiple clients against the same or similar Defendants, attorneys’ are required to advise attorneys’ clients of any actual or potential conflicts of interest and obtain their informed written consent to attorneys’ representation when actual, present, or potential conflicts of interest exist. By signing this agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys’ representation of the District and other multiple claimants and that the District nevertheless wants the Attorneys to represent the District, and that the District consents to Attorneys’ representation of others in connection with the litigation. Attorneys strongly advise the District, however, that the District remains completely free to seek other legal advice at any time even after the District signs this agreement.
7. AGGREGATE SETTLEMENTS: Often in cases where attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client’s case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include the District’s individual claims. Although the District authorizes us to engage in such group settlement discussions and agreements, the District will still retain the right to approve, and Attorneys are required to obtain the District’s approval of, any settlement of the District’s case.
8. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

Thank you for entrusting your legal work to us. We look forward to serving you.

Warmest Regards,

Frantz Law Group, APLC

[The remainder of this page intentionally left blank]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter.

Signature:

Print Name:

Print Title:

Print Date:

Print Name of School District: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Client” or “District”)

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT

Print Name:

Print Title:

Print Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_