

**Re: Legal Services Agreement on Vaping Litigation**

Dear School District:

We appreciate the opportunity to provide legal services to you (the “School District” as defined below) on this vaping litigation matter. Before we begin, we are required to define the terms of our engagement. This letter will set forth our agreement as to the scope and terms of our representation of you.

Scope of Engagement

These firms have agreed to provide you the following legal services: communication and assistance on the initial preparation of the federal litigation against Juul Labs, Inc. and related parties, with all other work related to such litigation handled by Frantz Law Group, APLC (“Frantz”), with Stevens Clay, P.S. (Stevens Clay) and Kirton McConkie PC (“Kirton”) not responsible for the outcome or handling of such litigation, except to the extent communication on the litigation is requested by the School District or Frantz Law Group, APLC. You should have a clear understanding of the legal services we will provide. If you have any question about the scope or description of our services, please contact the undersigned before signing this letter. Unless this agreement is modified in writing, any subsequent or additional matters will also be governed by this agreement. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgement and are not guarantees of any particular result. Such opinions and advice are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Personnel Assigned

Each client of Stevens Clay and Kirton is served by a lead attorney. The lead attorneys for your matters will be Paul Clay at Stevens Clay and Joel Wright at Kirton. You are free to request a change of your lead attorney at any time. Subject to the supervisory role of the lead attorney, your work or parts of it may be performed by other attorneys and legal assistants in the firm. Such delegation may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. At a minimum, our detailed billing statements will describe the personnel working on your matters, and the tasks each person has performed.

Attorney Fees and Costs

You will be billed as set forth in the Agreement between you and Frantz, which is attached to this Legal Services Agreement. No other charges, costs or retainers shall be charged. Note that Frantz will pay Kirton a portion of the fees that they charge you for our firm’s assistance on this matter. Note also that Stevens Clay will not receive any fees and instead will provide its services to you regarding this matter on a pro bono basis.

Conflicts of Interest

We have performed a search of our firm’s attorneys and existing matters, and we are not aware of any conflict of interest in our representation of you with respect to the matters for which we have been engaged to provide legal services, except as has been disclosed to you. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations and this Engagement Letter. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

Stevens Clay and Kirton are law firms with broad practices representing a large and diverse client base nationally and internationally. Kirton’s clients span a wide range of matters and industries. Stevens Clay’s clients likewise span a wide range of matters. If a Stevens Clay or Kirton client takes a position that is adverse to you, it is possible that a conflict of interest might arise that would limit Stevens Clay’s or Kirton’s ability to represent you. In order to be fair to all of Stevens Clay’s and Kirton’s clients, you agree that you will not object to Stevens Clay’s or Kirton’s representation of parties with interests adverse to you, and Stevens Clay and Kirton may represent other parties, in matters that are substantially unrelated to Stevens Clay’s or Kirton’s services to you, and you hereby consent to any actual or potential conflict of interest arising out of such existing or future matter. This consent does not extend to any conflict that is not waivable under the Rules of Professional Conduct. In addition, Stevens Clay and Kirton agree that the firms will not disclose or use any confidential non-public information received from you except in connection with the specific matter for which such information was provided, and you agree the actual or possible possession by Stevens Clay and Kirton of your confidential information shall not be the basis for the disqualification of Stevens Clay or Kirton from representing other parties.

We understand and agree that our representation of the School District does not extend to any affiliate of the School District, or to the representation of the School District’s elected officials or employees, except to the extent an elected official or School District employee is acting in their official capacity for the School District and their interests do not conflict with the School District’s interests. The School District agrees that we may represent an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to the School District or an affiliate of the School District (such as an Interlocal Agency), provided that the engagement is not prohibited by law, is not substantially related to the subject matter of any services we are providing to the School District currently or have provided to the School District in the past, and will not require disclosure of any of the School District’s confidential information.

Termination of Representation

You may terminate our representation of you at any time, with or without cause, by notifying us, and satisfying all payment obligations consistent with your Agreement with the Frantz Law Group, APLC. If such termination occurs, your papers and property will be returned to you promptly upon request. We may retain copies to the extent permitted by law. Stevens Clay is subject to the Washington State Rules of Professional Conduct (the “Washington Rules”), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. Kirton is subject to the Utah Rules of Professional Conduct (the “Utah Rules”), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. If either firm represents you in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. Further, subject to our ethical obligations as defined by the Washington and Utah Rules, we reserve the right to terminate our representation of you at any time, without cause, by furnishing written notice that we are withdrawing as your counsel. If we find it necessary or advisable to so act, we would assist you as you may desire in locating other counsel, and we would make available to you such documents, pleadings, etc., from our file as you may request.

Retention of Client Files

We will maintain files related to this engagement that we, in our sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services on a particular matter, we will maintain or destroy our files in accordance with our then-existing records retention policy. During the period in which we maintain the files, you may request to examine the files and to copy documents in the files. We request that you do so within one year after the engagement ends, after which we may destroy the files in accordance with our records retention policy.

This letter will comprise our engagement agreement. Therefore, we ask that you review it carefully and then sign and return to us the Acknowledgement of Client. Please contact the undersigned promptly if you have any questions.

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

 Warmest regards,

 STEVENS CLAY, P.S.

 KIRTON McCONKIE PC

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_