**CONTINGENCY FEE CONTRACT**

**HENDY JOHNSON VAUGHN EMERY, PSC, & BOONE COUNTY PUBLIC SCHOOLS**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of Boone County Public Schools (BCPS), the undersigned, hereby employ and engage Hendy Johnson Vaughn Emery, P.S.C., (HJVE) of Louisville, Kentucky, to represent BCPS in connection with any and all claims BCPS may have with reference to a claim for public nuisance, fraud, violations of Kentucky Consumer Protection Act, and products liability claims against the manufacturers, distributors, and retailers of vaping and e-cigarette products that have caused and/or contributed to the costs associated with the epidemic of nicotine addiction among students in Kentucky. HJVE, in its discretion, may associate with co-counsel as needed in representation of BCPS for claims set forth above.

**ATTORNEY FEE**

For such professional services, BCPS hereby agree to pay HJVE a 33.3% fee based upon the gross amount of money which HJVE recovers for BCPS (which term shall include the fair market value of any property which may be recovered). It is understood that any payment to HJVE for such services is entirely contingent upon your making recovery for me or on my behalf of money or property. It is further understood and agreed that should any part of the case be resolved by settlement whereby a portion of the settlement is structured as future payments, then all of the attorney’s fees and expenses provided for herein shall be paid from the up-front cash portion of the settlement. To the extent that the Court awards any attorneys’ fees for common benefit work performed, that percentage awarded by the Court shall be deducted from the 33.3% payable to HJVE.

**COSTS AND EXPENSES**

BCPS understands that HJVE will advance all court costs and case expenses in the prosecution of the case. BCPS will remain responsible for all court costs and other out-of-pocket expenses for prosecution of the claim only to the extent that any recovery is made. BCPS understands that such costs and out-of-pocket expenses shall be deducted from the net amount of any recovery after attorney fees are deducted. BCPS has been advised that the costs and expenses for the case may be incurred for items such as investigation, ordering business records, travel expenses, photocopies, faxes, postage, expert witnesses, court costs, depositions and other necessary case expenses. Because this case will be coordinated as part of a multi-district litigation pending in the Northern District of California, there will be expenses incurred for the common benefit of all claimants. Those expenses will be held by the firms financing the litigation and will be deducted as a percentage set by the Court at the conclusion of the litigation.

**INVESTIGATION AND WITHDRAWAL**

HJVE is fully authorized to fully investigate any claims for which HJVE represent me or should you file suit or other legal proceedings on my behalf, to fully prepare for and prosecute same. If, after reasonable investigation of such claim or claims, you determine that it is not feasible to prosecute the same, upon notification to BCPS of such fact, you may withdraw from representation under this agreement. It is further understood that you may withdraw from representation under this agreement if a dispute arises between us as to how best to handle the case.

**SETTLEMENT AND DISBURSEMENT**

It is agreed and understood that neither party shall settle any claims related to this case without first having obtained the consent of the other. At the conclusion of the case, it is agreed that HJVE shall deposit any and all settlement checks in the firm's escrow account or a Qualified Settlement Fund, if one is established by the Court, and not disburse any funds until the settlement checks clear escrow or the QSF. Once the settlement funds are available for disbursement, BCPS agrees that HJVE may deduct the attorney's fees to which it is entitled, together with all costs and expenses incurred, and BCPS further agree that HJVE may deduct the amount of all third-party claims making disbursement of such funds directly to them. BCPS understands that HJVE will prepare and have BCPS sign a settlement statement detailing all disbursements made from the settlement, including the net amount to BCPS after all deductions.

Signature Date

Accepted and approved this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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HENDY JOHNSON VAUGHN EMERY, P.S.C.

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