

ATTORNEY REPRESENTATION AGREEMENT
PRIVILEGED AND CONFIDENTIAL

DAYTON INDEPENDENT SCHOOL DISTRICT (KY) BOARD OF EDUCATION, (generally known as "DAYTON INDEPENDENT SCHOOL DISTRICT" (referred to herein as "Client"), hereby retains and authorizes the law firms of Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, as its attorneys, to negotiate, and/or litigate claims Client may have involving the opioid epidemic and losses it has incurred because of the opioid epidemic, related to the actions of pharmaceutical manufacturers, wholesalers, distributors, and/or others ("Claims"). The Client and Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, agree that any Claims filed will be initiated in the pending MDL proceeding in the United States District Court for Northern District of Ohio, *In Re: National Prescription Opiate Litigation*, MDL 2804, United States District Court for Northern District of California, *In Re: McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, or in related bankruptcy proceedings, including *In re Purdue Pharma, L.P.*, 19-23649 USBC, SDNY.

The Client and Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, further agree as follows:

1. The attorney fees that Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, will charge to the Client for this engagement shall be 25% of the Recovery ("contingent percentage attorneys' fees")(90% to Hendy Johnson Vaughn Emery, PSC; 10% to DeMarcus Law, PLLC). "Recovery" is defined as the acquisition by the Client of something of value as the result of negotiations or a settlement or through a lawsuit, arbitration or proceeding initiated pursuant to this agreement. Some of the Client's Claims may permit the Client to petition for an award of attorneys' fee and costs ("Statutory Attorneys' Fees"). Client assigns all its rights and claims to Statutory Attorneys' Fees, costs, or expenses in connection with its Claims to Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC. The amount of any Statutory Attorneys' Fees recovered shall be included in the Recovery for purposes of calculating the contingent percentage attorneys' fees.

2. Because of the complex nature of this legal matter, multiple law firms are working as co-counsel on this matter. This will not affect the fees as outlined above. Each lawyer assumes joint responsibility for your case. The agreement between the law firms for the division of fees will be disclosed to you in advance but will not impact the attorneys' fees charged to Client. Client agrees that Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, may also, in its discretion, associate with additional lawyers from other firms to assist with negotiating or litigating Client's Claims. If this happens, then the additional lawyers would be subject to the terms of this Agreement.

3. Client understands that, because of the complex nature of this legal matter, Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, intends to represent additional clients who are similarly situated to Client or are governmental entities, including other independent school districts, individually and as members of one or more classes. These clients' claims will be reviewed for any potential conflicts with Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, representation of Client. Hendy Johnson Vaughn Emery, P.S.C., and

DeMarcus Law, PLLC, will fully inform Client of any actual or potential conflicts arising from the concurrent representation. The parties understand that the representation of additional clients may require the waiver of certain potential conflicts by each of the clients.

4. The Client understands that there will be costs and expenses (aside from any attorney fees) in pursuing this claim. Examples of such expenses include: mediation fees, expert consultant and witness fees, copy charges, travel and hotel expenses, messenger services, telephone charges, express mail charges, computerized research, and expenses involved in preparing exhibits. Hendy Johnson Vaughn Emery, P.S.C., will advance all other costs related to their prosecution of the Claims (to the extent legally and ethically allowed), regardless of the outcome. In the event a Recovery is made, that Recovery will first be used to reimburse all costs and expenses of Hendy Johnson Vaughn Emery, P.S.C., then to pay the fees owed to Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, as set forth in Paragraph 1 of this Agreement, with the remainder to be paid to the Client. However, if no Recovery is made, no costs shall be owed by Client to Hendy Johnson Vaughn Emery, P.S.C.

5. Client understands that the contingent percentage of recovery described in Paragraph 1 of this Agreement is not set by law but has been negotiated by Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, and the Client before signing this agreement.

6. Hendy Johnson Vaughn Emery, P.S.C., will keep the Client informed and up to date regarding the status of its Claims.

7. It is agreed that no settlement will be made without consent of the Client.

8. The Client understands the effect of joint representation on attorney-client confidentiality. Attorney-client communications are privileged and are protected against disclosure to a third party. Under this agreement, the Client may be one of multiple clients that are jointly represented by Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC. By executing this agreement, the Client agrees to maintain confidentiality of all attorney-client communications and waives any right the Client may have to require that Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, disclose to the Client any confidences Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, has obtained from any other client in connection with the subject matter of this agreement.

9. It is agreed and understood that Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, makes no guarantees to the Client as to the success or the outcome for the services rendered under this Agreement, and, that any representations made by Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, regarding duration, costs and final outcomes are mere estimates.

10. Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, may review any and all files and records, wherever situated, as necessary for preparation of the Claims, and Client will provide any necessary authorizations for the same. Client will cooperate as necessary to assist in the preparation and presentation of the Claims and agrees to cooperate fully and in all

respects with Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, efforts to resolve the Claims.

11. Hendy Johnson Vaughn Emery, P.S.C., will maintain Client's file for at least three (3) years after the conclusion of the representation. The Client specifically authorizes Hendy Johnson Vaughn Emery, P.S.C., to maintain the Client's file in electronic form only and authorizes return or destruction of any tangible documents which are not maintained in electronic form. The Client further authorizes offsite secure storage of the file in tangible or electronic form and authorizes any return of the Client's file through electronic storage media rather than tangible form.

12. Client understands and agrees that if it chooses to discharge Hendy Johnson Vaughn Emery, P.S.C., and seek a new attorney, Client will show the new attorney(s) this Agreement, so that the new attorney(s) will be fully aware of the rights and obligations of the parties under this Agreement. The fact that Hendy Johnson Vaughn Emery, P.S.C., withdraws its representation of Client or that Client terminates Hendy Johnson Vaughn Emery, P.S.C., will not in any way affect Client's obligation to first reimburse Hendy Johnson Vaughn Emery, P.S.C., for the costs or expenses out of any Recovery and, in the event of termination, pay Hendy Johnson Vaughn Emery, P.S.C., its pro rata contingency fee share of any net recovery (after expenses) based on the relative lodestar of Hendy Johnson Vaughn Emery, P.S.C., and any new attorneys(s). By signing this Agreement, Client agrees to give Hendy Johnson Vaughn Emery, P.S.C., a lien on all claims or causes of action Hendy Johnson Vaughn Emery, P.S.C., negotiates or litigates on Client's behalf, and on any sums recovered in connection with those Claims by way of settlement, judgment, or otherwise, for any amounts owed to Hendy Johnson Vaughn Emery, P.S.C. The lien will be general, possessory, retaining, special, charging, and as broad as allowed by common law and/or statute.

13. Any payments of settlement or judgment awards will be made payable as requested by Hendy Johnson Vaughn Emery, P.S.C., to be held "in trust" for Client. The proceeds will then be divided in accordance with this Agreement. If in the event any payment is made payable to Client only, Client agrees to notify Hendy Johnson Vaughn Emery, P.S.C., of receipt immediately and then tender Hendy Johnson Vaughn Emery, P.S.C., share of the proceeds on that same day. If the check is made out jointly, Client agrees to sign the check so that Hendy Johnson Vaughn Emery, P.S.C., can process it as described above.

14. This Agreement shall bind the parties hereto and their successors and shall not be modified or amended exception by a written document duly executed by the parties hereto, or their successors.

15. Construction and This Agreement shall be interpreted under Kentucky law.

16. This is the entire agreement between Client and Hendy Johnson Vaughn Emery, P.S.C., and DeMarcus Law, PLLC, and this Agreement may be executed in any number of counterparts by facsimile signature, each of which, when executed and delivered (whether by facsimile or U.S. Mail), shall be an original that with all counterparts shall form the total agreement. This Agreement is effective upon signature by all the below parties to the Agreement.

CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS READ AND RECEIVED A COPY OF THIS CONTRACT AND ADDENDA AND THE UNDERSIGNED PERSONALLY REPRESENTS AND WARRANTS THAT THEY HAVE THE FULL RIGHT, POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT.

DATE: _____

CLIENT: Dayton Independent School District, Superintendent

THE ABOVE EMPLOYMENT IS HEREBY ACCEPTED ON THE TERMS STATED, AND IT IS AGREED THAT NO SETTLEMENT WILL BE MADE WITHOUT CONSENT OF CLIENT.

DATE: _____

HENDY JOHNSON VAUGHN EMERY, PSC

DATE: _____

DEMARCUS LAW, PLLC