

CONTINGENCY FEE CONTRACT
HENDY JOHNSON VAUGHN EMERY PSC & HOPKINS COUNTY SCHOOLS

I, _____, on behalf of Hopkins County Schools (HCS), the undersigned, hereby employ and engage Hendy Johnson Vaughn Emery, P.S.C., of Louisville, Kentucky (HJVE) to represent HCS in connection with any and all claims HCS may have with reference to a claim for public nuisance, fraud, violations of Kentucky Consumer Protection Act, and products liability claims against the social media companies, including Facebook, Snapchat, Instagram, TikTok, YouTube, and others that have caused and/or contributed to the costs associated with the epidemic mental illness in public school students. HJVE, in its discretion, may associate with co-counsel as needed in representation of HCS for claims set forth above.

ATTORNEY FEE

For such professional services, HCS hereby agree to pay HJVE a 33.3% fee based upon the gross amount of money which HJVE recovers for HCS (which term shall include the fair market value of any property which may be recovered). If the gross amount of any settlement is paid in installments over time, HJVE has the right to deduct the portion for its fees and expenses from the first installment payment. 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

HCS understands that HJVE will advance all court costs and case expenses in the prosecution of the case. HCS 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. HCS understands that such costs and out-of-pocket expenses shall be deducted from the net amount of any recovery after attorney fees are deducted. HCS 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 may be coordinated as part of a multi-district litigation, 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. That percentage shall count as a litigation expenses to be deducted from the gross settlement.

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 HCS 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, HCS agrees that HJVE may deduct the attorney's fees to which it is entitled, together with all costs and expenses incurred, and HCS further agree that HJVE may deduct the amount of all third-party claims making disbursement of such funds directly to them. HCS understands that HJVE will prepare and have HCS sign a settlement statement detailing all disbursements made from the settlement, including the net amount to HCS after all deductions.

Signature

Date

Accepted and approved this _____ day of _____, 2023.

HENDY JOHNSON VAUGHN EMERY, P.S.C.