

AGREEMENT FOR LEGAL SERVICES FOR SOCIAL MEDIA LITIGATION

If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses.

CLIENT Marion County Board of Education

TAX ID 616001309

STREET ADDRESS 755 East Main Street

CITY, STATE, ZIP Lebanon, KY 40033

PHONE: 270-692-3721

CLIENT REPRESENTATIVE Chris Brady

EMAIL: chris.brady@marion.kyschools.us

LEGAL REPRESENTATION. Client hires the law firms Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.; Goza & Honnold, LLP; and Wagstaff & Cartmell, LLP (hereinafter "Attorneys") to pursue potential claims for injuries and damages against Meta Platforms, Inc., TikTok, Inc., Snap, Inc., YouTube, LLC and other social media companies related to losses suffered by **Marion County School District** (hereinafter referred to as "Client"). Client authorizes Attorneys to pursue available sources of recovery as Attorneys deem necessary. Client appoints Attorneys and/or their designees to do any and all acts which in their judgment may be reasonable and necessary in the handling of Client's cause of action. Client agrees that Attorneys may associate additional lawyers/firms to assist with this case and Client agrees to the sharing of fees between lawyers. Client understands the terms herein apply to other lawyers associated on this case and that association of other lawyers or law firms does not increase the amount of the attorney fee due to lawyers on successful resolution of the claim.

COOPERATION. Client agrees to be available for consultation, investigation, deposition, trial preparation, and do necessary work as Attorneys direct and do nothing to impair the value of the case. Attorneys agree to use their best effort and skill in pursuing this case but do not guarantee a specific result. Client appoints Attorneys as his/her attorneys-in-fact to present claims and/or endorse checks or drafts representing settlement or judgment proceeds to expedite disbursement.

33% LEGAL FEE. If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses. If Attorneys obtain settlement or judgment, by trial or otherwise for Client, Client will pay to Attorneys thirty-three percent (33%) of the net recovery, after reimbursement of expenses. In the unlikely event that case expenses exceed the amount of recovery obtained by settlement or trial, Client will under no circumstances be responsible for payment of expenses that exceed amount of total recovery.

CASE EXPENSES & AUTHORIZATION. Attorneys will not ask Client for expense money during the handling of the case. Case costs and expenses will be advanced by Attorneys. Examples of typical expenses include court filing fees, investigation, auto mileage, photocopies, court reporters, medical records, interest on any money Attorneys borrow for expenses, expert witness fees, air fare, etc. If a recovery is obtained, Attorneys will be reimbursed for these expenses from the total recovery. Instead of hiring private outside investigators, Attorneys employ a full-time staff of investigators whose actual time will be charged as an expense like other out-of-pocket expenses. The fee for an investigator's time will be \$35.00 per hour for time spent working in this matter, which will be deducted from the gross recovery.

COMMON BENEFIT CASE EXPENSES: Client understands that Attorneys will be representing several school districts, cities, counties, states, and/or municipalities, and may incur generic costs necessary to prosecute the claims. Client agrees to pay a pro rata share of the generic costs of prosecuting this case. Client shall have the right to an accounting of generic costs of this case.

TERMINATION OF THIS AGREEMENT. If this agreement is terminated before the case is resolved, Client gives Attorneys a lien against any subsequent recovery in this case for Attorneys' time and expenses. If an offer has been negotiated, Attorneys will have a lien upon any subsequent recovery equal to 33% of the offer, or an amount to compensate for time and expenses, whichever is greater. Attorneys may withdraw from representation of Client at any time if they determine prosecution of the claim is not feasible. It is expressly understood that Attorneys has made no promises of success or guarantees regarding the outcome of the case to Client. Attorneys have explained the risks that are a necessary part of litigation. Client fully understands that such risks exist. Attorneys may, after further investigation of the merits of this claim, cancel this contract of employment by mailing notice to the Client. In such event, there will be no charge for services rendered or expenses incurred by Attorneys.

LIMITED POWER OF ATTORNEY. Client hereby grants Attorneys a limited power of attorney to endorse the Client's name to any checks or drafts received by Attorneys in settlement of any and all claims pursued by Attorneys on behalf of Client. Such settlement funds shall be placed in trust for Client's benefit.

MISCELLANEOUS. Client has read this agreement (or has had it read to him/her) and agrees to be bound by these terms. Any modifications in the terms of this agreement shall be typewritten or handwritten in the margin below and initialed by both parties.

Marion County School District

By: _____

Date: July 13, 2023

Print name and title of signatory: Chris Brady, Superintendent

Acknowledgment by Attorneys

By: _____

Date: _____

Print attorney name and firm: _____