

**MULTI-DISTRICT LITIGATION CONTINGENCY FEE AGREEMENT
MASS TORT & MULTI-DISTRICT LITIGATION CONTINGENCY FEE
AGREEMENT**

I, on behalf of the Dayton Independent Schools (referred to as the “District” or “I”) and after being authorized to enter this Agreement by official action of the Board of the District at a duly called public Board Meeting, the undersigned, hereby employ and engage Hendy Johnson Vaughn, P.S.C. (HJV), Schroder and Schroder, PLLC (S&S) and DeMarcus Law, PLLC (these three firms are sometimes referred to collectively as “Counsel”), to represent it in connection with any and all claims I may have with reference to Social Media Multi-district litigation pending in the Northern District of California at Oakland as well as any state court coordinated proceeding pending in California.

ATTORNEY FEE

For such professional services, I hereby agree to pay the attorneys a total contingency fee of 33.3% of the gross amount of money which you recover for the District or on the District’s behalf (which term shall include the fair market value of any property which may be recovered). Such fee payable 70% to HJV, 15% to S&S, and 15% to DeMarcus Law, PLLC. It is understood that any payment to you for such services is entirely contingent upon your making a recovery for the District or on the District’s 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.

COSTS AND EXPENSES

I understand that HJV will advance any and all court costs and case expenses in the prosecution of my case. I will remain responsible for all court costs and other litigation expenses for prosecution of my claim only to the extent that any recovery is made. I understand that such costs and litigation expenses shall be deducted from my net amount of any recovery after the attorney fee has been deducted as set forth above. I have been advised that the costs and expenses for my case may be incurred for items such as investigation, ordering medical bills and records, travel expenses, photocopies, faxes, postage, expert witnesses, court costs, depositions and other necessary case expenses. In the case of a mass tort or multi-district litigation expenses paid by the client also may include an assessment ordered by the court to compensate coordinated leadership for work performed by other attorneys that benefitted all plaintiffs. This assessment may be used to pay common benefit fees and/or expenses incurred by coordinated leadership counsel.

INVESTIGATION AND WITHDRAWAL

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

PAYMENT OF UNPAID MEDICAL BILLS, MEDICAL LIENS AND SUBROGATION CLAIMS

If medical expenses have been paid on my behalf by private health insurance, Worker's Compensation, Medicare or Medicaid related to the above claim, I have been advised that I am

responsible for any reimbursement of those payments from my portion of any recovery. Reimbursement to private health insurance is required by contract and, in some cases, by State or Federal law. Reimbursement to Worker's Compensation, Medicare or Medicaid are required under State and/or Federal law. As part of the terms of representation, the attorneys agree to negotiate reductions in the amount of subrogation and reimbursement claims. I agree that you may take all steps necessary to negotiate reductions of these claims, including hiring separate experts/case workers who assist with resolving any reimbursement claims for Medicare, Medicaid or private health insurance for past and/or future injury-related medical care. I understand that the expense of any such service is treated as a case expense and shall be deducted from my net amount of any recovery.

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. I authorize Counsel to participate in and negotiate on the District's behalf in any aggregate settlements and disclose information required to effectuate said settlement. If I reject a settlement that is recommended by Counsel, I authorize Counsel to withdraw from the District's representation. At the conclusion of the case, it is agreed that you shall deposit any and all settlement checks in your firm's escrow account and not disburse any funds until the settlement checks clear escrow. Once the settlement funds are available for disbursement, I agree that you may deduct the attorney's fees to which you are entitled, together with all costs and expenses incurred, and I further agree that you may deduct the amount of all unpaid medical bills, medical liens and subrogation claims making disbursement of such funds directly to them. In the event of a settlement that includes installment payments to the client, I authorize Counsel to deduct its entire attorney fee and expenses from the first installment payment. I understand that you will prepare and have the District sign a settlement statement detailing all disbursements made from the settlement, including the net amount to the District after all deductions.

Accepted and approved this _____ day of August 2026.

DAYTON INDEPENDENT SCHOOLS

HENDY JOHNSON VAUGHN, P.S.C.

SCHRODER & SCHRODER, PLLC

DEMARCUS LAW, PLLC