

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

The ATTORNEY-CLIENT ENGAGEMENT AGREEMENT ("Agreement") is entered into by and between The School Board of Suwanee County, FL ("Client" or "District") and Wagstaff & Cartmell, LLP, and its co-counsel, Hand Arendall Harrison Sale, LLC; Beasley Allen Crow Methvin Portis & Miles, P.C.; and Goza & Honnold, LLC; ("Attorneys" or "We"); and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and the Attorneys will have no obligation to provide legal services, until the Client returns a signed copy of this Agreement.

2. AUTHORIZED REPRESENTATIVES.

A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or their designee(s), (individually or collectively, "District Representatives") as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

B. **ATTORNEY REPRESENTATIVE.** Joseph VanZandt and Davis Vaughn of Beasley Allen, will be the primary attorney representatives for Client and will be primarily responsible for the work, either performing it themselves or delegating it to others as may be appropriate. Leonard J. Dietzen III and Jeffrey J. Grosholz will be the primary contact for all communications between the District and the legal team. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.

3. **SCOPE AND DUTIES.** The Client hires the Attorneys to provide legal services in connection with the pursuit of claims for damages associated with Social Media in litigation (the "Action"). The Attorneys shall provide those legal services reasonably required to represent the Client and shall take reasonable steps to keep the Client informed of progress and to respond to the Client's inquiries. The Client shall be truthful, cooperative, and forthcoming of developments to the Attorneys.

4. **CLIENT RETAINS DECISION MAKING AUTHORITY.** The Client retains complete control of all decisions in the Action. The Client in no way assigns its prosecutorial discretion to the Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision-making related to the Action. (1) Decisions regarding settlement of the case are reserved exclusively to the discretion of the District Representative and its governing board of education; (2) any Defendant that is the subject of such litigation may contact the Client's preexisting legal counsel ("Legal Counsel") directly, without having to confer with any of the Attorneys; (3) the Client's Legal Counsel will retain complete control over the course and conduct of the Action; (4) Client's Legal Counsel retains veto power over any decisions made by the Attorneys; and (5) the Client's Legal Counsel has supervisory authority and will be personally involved in overseeing the Action. These provisions are not meant to be exhaustive, and the parties agree that at all times decisions related to the

Client's interest in the Action will remain vested in the Client's Legal Counsel. It is the intent of the parties that this Section be construed broadly to effectuate the parties' intent that the Client's Legal Counsel exercise control over the course and conduct of the Action which relate to the Client's interests and that the Client's Legal Counsel have final authority over all aspects of the litigation strategy as it relates to the Client.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed to in writing by the Client and Attorneys, the Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person, unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With the Client's permission, however, the Attorneys may elect to appear at such administrative proceedings for the protection of the Client's rights. If the Client wishes to retain the Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between the Attorneys and Client will be required.

6. **FEES.** The Client will pay attorneys' fees of:

A. For any recovery thirty-three (33%) of any monetary settlement or recovery that the Attorneys obtain for the Client;

Client understands and acknowledges that Attorneys are co-counsel in this matter and are entitled to share in the attorney's fees. Client understands that this agreement will not increase the total amount of attorney's fees owed to Attorneys by Client. Client agrees that the fee will be shared as follows:

i.	Wagstaff & Cartmell, LLP	25%
ii.	Beasley Allen Crow Methvin Portis & Miles, P.C.	25%
iii.	Goza & Honnold, LLC	25%
iv.	Hand Arendall Harrison Sale, LLC	25%

Fees shall be determined by any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. *If no recovery is made, no fees will be charged.*

GROSS RECOVERY: The term "Gross Recovery" shall include, without limitation, the then-present value of any monetary payments agreed or ordered to be made by the Defendants or their insurance carriers as a result of the Action, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory attorneys' fee paid by the Defendants shall be included in calculating the Gross Recovery.

(1) Gross Recovery, if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited

to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the Gross Recovery amount before the deduction of expenses as provided below.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

(2) The Client shall not be obligated to pay the Attorneys unless the Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the provided legal services.

(3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

(4) If, by judgment, there is *no* money recovery and the Client receives In Kind relief, the Attorneys acknowledge that the Client is not obligated to pay attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, the Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered attorneys' fees.

(5) The Client agrees the Defendant shall pay all attorneys' fees in a settlement that includes nonmonetary value. The Client understands that the Attorneys have and will invest resources into prosecuting this Action on behalf of the Client and agrees to make a good faith effort to include attorneys' fees for the Attorneys as part of the terms of any settlement or resolution of the Action.

The contingent fee is calculated by multiplying the Gross Recovery by the fee percentage. If the Client and Attorneys disagree as to the fair market value of any non-monetary property or services included in the Gross Recovery, the Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the Defendants to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, Gross Recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the attorney's fee. If there are insufficient funds to pay the attorneys' fees in full from the initial lump sum payment, the fees will be paid from the periodic payments to the Client before those periodic payments are allocated to the Client.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorneys are Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing the Client on a contingency fee basis, the Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, the Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral party affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, the Attorney and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the Gross Recovery as defined herein.

B. No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from the Defendants in this litigation. Under no circumstances shall the Client's own funds be obligated to satisfy the attorneys' fees as a result of this Action or this Attorney-Client Engagement Agreement.

7. **COSTS AND EXPENSES.** In addition to paying legal fees, the Client shall reimburse the Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by the Attorneys. Prior client approval is required before the Attorneys hire any investigators, consultants, or expert witnesses, as found reasonably necessary in the Attorneys' judgment and reimbursable to the Attorneys. Prior client approval does not apply to experts hired prior to the execution of this Agreement; the Attorneys will advance those costs/expenses. The costs/expenses incurred that the Attorneys advance will be owed in addition to attorneys' fees and the Client will reimburse those costs/expenses after attorneys' fees have been deducted. If there is no recovery, the Client will not be required to reimburse the Attorneys for costs/expenses. In the event a recovery is less than the incurred costs/expenses, the Client will not be required to reimburse the Attorneys for any costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: The Client understands that the Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and printing. The Client agrees that the Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct the Client's portion of those expenses from the Client's share of any recovery. Prior Client approval is required for shared expenses, with the exception of those experts retained prior to the execution of this Agreement.

FEDERAL MULTIDISTRICT LITIGATION AND STATE COORDINATION FEE ASSESSMENTS: In the event there is a court ordered assessment or agreement for fees and costs in any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, rates of which typically range from 6% to 9% of the gross proceeds, any attorneys' fees from the Action will be paid from those court designated attorneys' fees. However, any costs required to be paid under such an assessment or agreement will be paid from the Client's share of any settlement proceeds as part of the costs/expenses advanced, pursuant to Section 6. At this time, the Attorneys

cannot determine what fees and costs, if any, will be paid to the Federal MDL or to a State Court coordinated proceeding. Additionally, attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits the attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that the Attorneys are to receive additional compensation for their time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to the Attorneys by a court or courts directly from the assessments paid by the Client and others who have filed claims in this litigation and will not in any way reduce the amount of fees owed under this Agreement.

8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this Action, the Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that the Attorneys hold, a first priority and superior lien on any and all proceeds recovered from the Defendants in this litigation in the amount of the attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from the Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

A. The Client may discharge the Attorneys at any time. After receiving notice of discharge, the Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to the Client all evidence, files and production for the Attorneys' work in the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. The Attorneys may withdraw with the Client's consent or for Good Cause. Good Cause includes the Client's breach of this Agreement, the Client's refusal to cooperate with the Attorneys, or any other fact or circumstance that would render the Attorneys' continuing representation unlawful or unethical. The Attorneys may also discharge the Client if the Client at any time is dishonest with the Attorneys or fails to provide relevant information to the Attorneys. The Attorneys may also withdraw at any time if they determine in their sole discretion that the Client's claim lacks merit or that it is not worthwhile to pursue the Client's claim further after consulting with the Client and providing adequate notice.

10. **AUTHORITY OF ATTORNEY.** The Attorneys will inform the Client of matters concerning any co-counsel if the Attorneys believe it advisable or necessary for the proper handling of the Client's claim. The Client expressly authorizes the Attorneys to divide any attorneys' fees that may eventually be earned with co-counsel so associated for the handling of the Client's claim. The Attorneys understand that the amount of attorneys' fees which the Client pays will not be increased by the work of co-counsel, and that such associated co-counsel will be paid by the Attorneys out of the attorneys' fees paid by the Client.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in the Attorneys' statements to the Client will be construed as a promise or guarantee about the outcome of the Client's Action. The Attorneys make no such promises or guarantees. The Attorneys' comments about the

outcome of the Client's matter are expressions of opinion only.

12. MULTIPLE REPRESENTATIONS. The Client understands that the Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. The Attorneys' representation of multiple claimants at the same time may create certain potential or actual conflicts of interest, specifically that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, the Attorneys are governed by specific rules and regulations relating to the professional responsibility in the Attorneys' representation of clients, and especially where conflicts of interest may arise from the Attorneys' representation of multiple clients against the same or similar defendants; the Attorneys are required to advise their clients of any actual or potential conflicts of interest and obtain their informed written consent to the Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with the Attorneys' representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the District, and that the Client consents to the Attorneys' representation of others in connection with the Action. The Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the execution of this Agreement.

13. CONFLICTS OF INTEREST.

We have performed a search of the Attorneys and existing matters, and we are not aware of any conflict of interest in our representation of the District with respect to the matters for which we have been engaged to provide legal services, except as has been disclosed to you. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations and this Agreement. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

The Attorneys have a broad practice representing a large and diverse client base nationally and internationally, spanning a wide range of matters and industries. If an Attorneys' client takes a position that is adverse to you, it is possible that a conflict of interest may arise that would limit the Attorneys ability to represent you. In order to be fair to all the Attorneys' clients, you agree that you will not object to the Attorneys' representation of parties with interests adverse to you, and that the Attorneys may represent other parties, in matters that are substantially unrelated to Attorneys' services to you, and you hereby consent to any actual or potential conflict of interest arising out of such existing or future matter. This consent does not extend to any conflict that is not waivable under the Rules of Professional Conduct. In addition, the Attorneys agree that neither they nor their firms will disclose or use any confidential non-public information received from you except in connection with the specific matter for which such information was provided, and you agree the actual or possible possession by the Attorneys of your confidential information shall not be the basis for the disqualification of any of the Attorneys from representing other parties.

We understand and agree that our representation of the District does not extend to any affiliate of the District, or to the representation of the District's elected officials or employees, except to the extent an elected official or District employee is acting in their official capacity for the District and their interests do not conflict with the District's interests. The District agrees that we may represent an

existing or new client, even if the matter requires that we take a position that is or might be directly adverse to the District or an affiliate of the District (such as an Interlocal Agency), provided that the engagement is not prohibited by law, is not substantially related to the subject matter of any services we are providing to the Client currently or have provided to the Client in the past, and will not require disclosure of any of the District's confidential information.

14. AGGREGATE SETTLEMENTS: Often times in cases where attorneys represent multiple clients in similar litigation, the adverse parties or defendants attempt to settle or otherwise resolve attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever an attorney(s) represents multiple clients in a settlement of this type as it necessitates choices concerning the allocation of a limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of the damages, and individual case evaluations. In the event of a group or aggregate settlement proposal, the Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes the Attorneys to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. *Although the Client authorizes the Attorneys to engage in such group settlement discussions and agreements, the Client will retain the right to approve, and the Attorneys are required to obtain the Client's approval of, any settlement in the Client's case.*

15. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by the District and Attorneys and shall remain in effect until the conclusion of the Action, unless terminated sooner pursuant to the terms of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURES ON FOLLOWING PAGES]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter this 14th day of April, 2023.

Attest to:

The School Board of Suwanee County, Florida




Superintendent

By: 


Chairperson

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT
(the "District Representative")

"Approved as to Form and Sufficiency
BY 

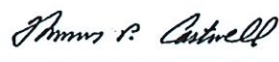
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

HAND ARENDALL HARRISON SALE



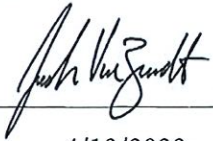
Franklin R. Harrison, Florida Managing Partner

WAGSTAFF & CARTMELL, LLP


BY: 

ITS: 4/13/2023

**BEASLEY ALLEN CROW METHVIN PORTIS &
MILES, P.C.**

BY: 
ITS: 4/13/2023

GOZA & HONNOLD, LLC

BY: 
ITS: 4.17.23