

ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL

CLIENT REPRESENTATION AGREEMENT

The law firms of Frazer PLC and Knox, McLoughlin, Gornall, & Sennett, P.C. (the “Firms”), are herein retained to represent Harborcreek School District (the “Client” or “You”) in connection with potential litigation against Meta Platforms, Inc.; Facebook; Instagram, LLC; Snap Inc.; TikTok Inc.; Alphabet Inc.; Google LLC; YouTube LLC and other social media companies (collectively, “Social Media Defendants”) for the nuisance and other damages caused to the Client, as follows:

1. The Firms are engaged to represent the Client solely and exclusively in connection with legally tenable claims to be brought against Social Media Defendants and others regarding damages, costs and expenses associated with the harm and injuries suffered as result of Social Media’s conduct (the “case” or “matter”). Subject to the results of our investigation into your potential claims, we will file and prosecute a civil lawsuit on your behalf against responsible parties that we deem necessary to a successful outcome of the litigation. If nothing is recovered, you will not be indebted to the Firms for any attorneys’ fees or expenses. If the Firms’ investigation results in a finding that, in our opinion, does not warrant the filing of a lawsuit, then you be notified that said investigation has concluded and no claims will be pursued. All of the Firms’ lawyers and employees are representing you only in the capacity as lawyers and employees of the Firms.

2. The Firms shall represent the Client on a contingency fee basis, such that our attorneys’ fees and expenses shall be paid only if we obtain a favorable result in this case. We will advance the costs of this litigation including filing fees, transcript costs, notices, e-discovery, data hosting and collection, travel expenses, expert fees, and copy and delivery charges. Client agrees to pay the Firms a total contingency fee of thirty-three point 33 percent (33.33%) of the total amount of money or other items of value obtained in connection with the settlement, trial, or appeal of the claim. In the event of a settlement, the attorneys’ fees shall be computed on the basis of the present value of the settlement, with the contingency fee calculated on the gross amount of the settlement amount, if any. Litigation and other expenses will be deducted from any recovery with such expenses deducted out of the Client’s share of any recovery. Furthermore, any expenses that benefitted multiple clients will be spread evenly, pro rata, among them. Client shall remain responsible for the payment of any statutory or contractual liens, such as subrogation claims, and said liens shall be paid out of the Client’s share of any recovery. To the extent that a separate or additional attorneys’ fee is awarded by a court, the Client agrees that such fee shall be in addition to the foregoing contingency fee. Under no circumstances shall Client share in any attorneys’ fees. Client acknowledges that the Firm’s make no promises and will make no promises or guarantees as to the probabilities of outcome(s) or the amounts recoverable in connection with Clients’ claim(s).

3. The Firms may associate with other firms or attorneys and split responsibilities and any contingency fees in a manner and amount that we deem appropriate. You agree to this division of responsibilities and fees, and further, approve the association of other firms or attorneys which the Firms reasonably believe will assist in the prosecution of this litigation. The attorneys’ fees set forth in this Agreement will include fees due other associated counsel, if any.

4. The Firms will take reasonable measures to keep confidential all confidential information, unless disclosure is authorized by you or required by applicable codes of professional responsibility. The Firms may include Client's name in a published list of our clients, unless you advise us to the contrary.

5. You will have the right at any time to terminate our representation, with or without cause, upon written notice to us. In the event that Client and the Firms should disagree with respect to litigation tactics or should disagree over advice given to Client with respect to settlement of the Client's claims, the Firms shall have the right to withdraw as counsel with respect to Client. Client has the right to substitute attorneys at any time and the Firms reserve the right to withdraw or apply to the Court for permission to withdraw at any time after giving reasonable notice, in which case the Firms shall be entitled to, and Client agrees to pay, reasonable attorneys' fees for legal services rendered upon settlement of the case and/or issuance of a judgment. In any event of termination of representation, we shall be entitled to no less than fifteen percent (15%) of any and all funds recovered.

6. To the extent that the prosecution of this matter involves the need to make a claim in any relevant bankruptcy, Client's signing of this agreement shall constitute a limited power of attorney sufficient to allow Firms to submit any appropriate proof of claim.

7. Client agrees to fully cooperate with the Firms and its representatives at all times and to speedily comply with all reasonable requests in the prosecution of this matter. Client agrees to be truthful at all times with the Firms, to provide whatever information is necessary (in the Firm's estimation) in a timely and competent manner; to quickly provide the Firms with any change of address, email address, phone number or business affiliation; to provide immediate information as to any change in Client's status which may have any impact on the prosecution of this claim.

8. Client acknowledges that while it is possible for email communications to be intercepted and read by unauthorized persons, there is a sufficient likelihood of confidentiality to justify the use of email as the means of communication on a regular basis.

9. This Agreement does not include any contract or agreement for any other legal representation not herein expressly referenced. Client understands that the Firms will not provide any tax, accounting, or financial advice or services regarding this matter. If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and you request attorney to perform such services, separate and additional fee arrangements must be made between you and the Firms. Any request by Client for legal services unrelated to this engagement must be set forth in a separate written agreement signed by Client and the Firms.

10. In the event that we recover any compensation for you, all payments first will be deposited and/or paid into a trust account designated by us, from where they will be distributed, pursuant to an itemized accounting, to you consistent with the terms of the settlement minus the agreed-upon attorneys' fees and costs as set forth in this agreement. Funds may be held in our IOLTA trust account and the interest, if any, will be sent to the appropriate bar foundation(s).

11. This Agreement only can be amended by a subsequent agreement signed by all parties hereto. This Agreement may be signed in counterparts and an emailed signature constitutes an original. Upon execution of this Agreement, it is a binding contract. Client represents that all necessary statutory and other approvals have been obtained to enter into this Agreement and such approval has been noted in the minutes of Client. By signing, you are representing that you are the authorized representative to make agreements, contracts, and claims for the Client.

ACCEPTED BY:

HARBORCREEK SCHOOL DISTRICT

By Its Board President or Superintendent

Signature

Date

KNOX, MCLAUGHLIN, GORNALL, & SENNETT, P.C.

By

Signature

Date

FRAZER PLC

By

Signature

Date