

## **RESOLUTION AUTHORIZING COMMENCEMENT OF VAPING LITIGATION**

**WHEREAS**, in recent years the use and abuse of e-cigarettes and vaping devices has increased dramatically among high school and middle school students, leading to significant risks of addiction and potentially life-threatening respiratory ailments;

**WHEREAS**, students of Maine Township High School District No. 207 (the “District”) have not been immune to this phenomenon with the District observing students using e-cigarettes and vaping devices in school and on school grounds;

**WHEREAS**, the use of e-cigarettes and vaping devices by students has caused the District to incur costs in the form of staff time, disciplinary proceedings, vaping detectors, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases and stops;

**WHEREAS**, the District has become aware of litigation against Juul Labs, Inc. and other parties responsible for the production, marketing, sale, and distribution of e-cigarettes and vaping devices, with this litigation now involving more than 300 U.S. public school districts across more than 21 states and being led by the Frantz Law Group, APLC of California; and

**WHEREAS**, the Board of Education (the “Board”) of the District has determined that it is necessary, advantageous, desirable, and in the public interest and the best interests of the District that it participate in this litigation by filing a lawsuit seeking monetary damages against Juul Labs, Inc. and other parties involved with e-cigarettes and vaping devices by approving the Attorney Client Fee Contract with Frantz Law Group, APLC (the “Contract”), attached as Exhibit A, with the law firm of Franczek P.C. acting as local co-counsel for the District.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Maine Township High School District No. 207, Cook County, Illinois, as follows:

1. The Board finds that the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.
2. The Board authorizes the filing of a lawsuit against Juul Labs, Inc. and other parties consistent with the recitals set forth above.
3. The Contract is hereby approved in substantially the form reviewed by the Board and attached as Exhibit A, together with such minor modifications as are deemed necessary by the Board's attorneys and administrators to protect the best interests of the District.
4. The President and Secretary are hereby authorized to sign and enter into the Contract on behalf of the District.
5. This Resolution shall be in full force and effect upon its adoption.

ADOPTED this \_\_\_\_ day of January 2021, by a roll call vote as follows:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Secretary, Board of Education

**EXHIBIT A**

[attach copy of Attorney Client Fee Contract]

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between the Board of Education of Maine Township High School District No. 207, Cook County, Illinois ("Client" or "District") and Frantz Law Group, APLC ("Attorneys" or "We") and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
  
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates Dr. Ken Wallace, or his designee, as the authorized representative 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 REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. 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.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e-cigarette) litigation ("Action"). Collectively, JUUL and any other defendants shall be referred to as the "Defendants". Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens but will not litigate them. Client is expected to and shall provide timely cooperation and production of documents and other information reasonably requested by Attorneys for the prosecution of this Action.
  
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, 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 Client's permission, however,

Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

For any recovery on or before June 30, 2021, twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from Defendants.

For any recovery after July 1, 2021, twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from Defendants.

Fees shall be calculated on the basis of 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.

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, adverse parties, or their insurance carriers as a result of the legal services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by 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 District; and (2) any Attorneys' fees and costs recovered by the District 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 Defendants, the adverse parties to the District 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 monetary recovery by the fee percentage. This calculation is performed on the Gross Recovery amount before the deduction of expenses as discussed above.

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 District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services. To the extent there is no monetary relief for the

District, the District shall not pay any attorney fee.

- (3) If the District is awarded in the form of property or services (In-Kind) relief, the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If there is no monetary recovery and the District receives In-Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees for the value of the In-Kind relief. In the event of In-Kind relief Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) Client understands that 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 as part of the terms of any settlement or resolution of the Action.

It is possible that payment to the Client by the adverse parties 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, the Attorney's fees will be paid as a percentage of each installment payment so Client and Attorneys are each paid from each installment amount.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is 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 Client on a contingent fee basis, 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, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the Gross Recovery as defined in paragraph 5.

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 Defendants in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse 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 Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees. Attorneys agree that all costs and expenses, whether shared or for the benefit of the District alone, shall be capped at two percent (2%) of the Gross Recovery, and that Client shall be responsible for no more than its prorated share of costs and expenses limited by such cap.

**SHARED EXPENSES:** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery, subject to the limitation set forth above.

**FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES:** Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits 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 Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement. Notwithstanding the foregoing, Client's obligation to pay Attorneys fee hereunder shall be limited by the terms set forth in paragraph 5 of this Agreement.

7. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from 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 Defendants and in no way affects any other rights of the Client in any way whatsoever.
8. **DISCHARGE AND WITHDRAWAL.**
  - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent

specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

9. **ARBITRATION OF DISPUTES:** ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Diego before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in San Diego, California, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.
10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees.



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

12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in 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. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the District and other multiple claimants and that the District nevertheless wants the Attorneys to represent the District, and that the District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the District, however, that the District remains completely free to seek other legal advice at any time even after the District signs this agreement.
  
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing 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 a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of 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 injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, 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 District authorizes us to enter into and engage in group settlement discussions and agreements which may include the District's individual claims. Although the District authorizes us to engage in such group settlement discussions and agreements, the District will still retain the right to approve, and Attorneys are required to obtain the District's approval of, any settlement of the District's case.

- 14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
- 15. 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.

BOARD OF EDUCATION,  
MAINE TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 207, Cook County, Illinois

FRANTZ LAW GROUP, APLC

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Authorized Signatory

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_