

CONTINGENT FEE RETAINER AGREEMENT

WARREN COUNTY SCHOOLS BOARD OF EDUCATION

This Contingent Fee Retainer Agreement (“Agreement”), is made this ____ day of _____, 2021, by and between the WARREN COUNTY SCHOOLS BOARD OF EDUCATION (“School Board”) and SCHOCHOR FEDERICO and STATON, P.A., WARD BLACK LAW, WALKUP, MELODIA, KELLY & SCHOENBERGER and BARON & BUDD, P.C. (“Applicant Team”).

WHEREAS, the Applicant Team proposes to represent the School Board in connection with claims for damages arising out of the manufacture, marketing distribution and sale of electronic cigarettes against JUUL Labs (“JUUL”) and other defendants (“Claims”); and

WHEREAS, the School Board has agreed to retain the Applicant Team in accordance with the terms of this Agreement.

NOW, THEREFORE, this Agreement provides as follows:

1. The School Board hereby retains the Applicant Team to represent the School Board in connection with the Claims.
2. The Applicant Team will provide such legal services as may be required in order to bring about a resolution of the Claims. Such services may include *inter alia*: investigating the merits of the Claims; drafting and filing a Complaint; handling all pre-trial, discovery and motion proceedings; retaining expert witnesses; monitoring and participating in the Federal Court MDL process as necessary; trying the case; and briefing and arguing any appeal.

3. The Applicant Team will advance the full cost of any expenses necessary or required to be incurred in connection with this matter, without contribution from the School Board except as set forth herein.
4. Payment of a contingent legal fee (“Contingent Fee”) and reimbursement of all expenses incurred on behalf of the School Board and paid by the Applicant Team shall be the School Board’s sole obligation to compensate the Applicant Team in this matter, except as indicated in paragraph 9.
5. The Contingent Fee shall be payable by the School Board to the Applicant Team and shall be 25% of the gross amount recovered. The payment of fees, as outlined above, is entirely contingent upon the Applicant Team recovering money for the School Board. If the Applicant Team makes no recovery for the School Board, then the School Board will not be responsible for paying any fee to the Applicant Team.
6. In addition to the Contingent Fee payable pursuant to paragraph 5 of this Agreement, the School Board shall reimburse the Applicant Team out of the gross amount recovered the full amount of all expenses incurred on behalf of the School Board, and paid by the Applicant Team in connection with this matter. The School Board is not responsible for advancing any costs for this litigation. If the Applicant Team does not make any recovery for the School Board, then the School Board will not be responsible for reimbursing the Applicant Team for any costs incurred by the Applicant Team in prosecuting the Claim.
7. In the event the School Board terminates this Agreement prior to any recovery on account of the Claims and subsequently recovers any amount on account of such Claims, the School Board agrees to compensate the Applicant Team for those fees

permitted under North Carolina law and reimburse the expenses the Applicant Team incurred on behalf of the School Board in accordance with the terms of paragraphs 6 of this Agreement.

8. All fees paid in connection with the representation of the School Board shall be allocated and disbursed such that all Shared Costs are first reimbursed to the Firm or Firms that advanced them, with the remaining fees payable as follows:

Schochor, Federico, & Staton, P.A.	65%
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Ward Black Law	25%
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Walkup, Melodia, Kelly & Schoenberger/Baron & Budd, P.C.	10%
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9. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina.
10. It is expressly agreed that this Agreement represents the entire agreement between the School Board and the Applicant Team, that all provisions and understandings between the parties are merged in this Agreement, and that no modification of this Agreement shall be valid except by a writing signed by all parties.
11. In the event that the court or arbitrator requires another party to the litigation (or its counsel) to pay attorneys' fees and/or costs to the School Board and/or the Applicant Team, such award will not affect the amount the School Board is obligated to pay the Applicant Team under this Agreement. If such award is less than the amount that the School Board is obligated to pay the Applicant Team under this Agreement, then such award will be credited toward the total amount owed under this Agreement, and the School Board will be responsible for paying the balance to the Applicant Team out of the gross recovery. If such award is greater than the amount the School Board is

obligated to pay the Applicant Team under this agreement, then the Applicant Team will be entitled to the amount awarded by the court or arbitrator, and the School Board will not owe the Applicant Team any fee.

IN WITNESS WHEREOF, the hands and seals of the parties hereto as of the day and year first above written.

WARREN COUNTY SCHOOLS BOARD OF EDUCATION

By: _____
Name

Title

SCHOCHOR, FEDERICO AND STATON, P.A.

By: _____
Name

Title

WARD BLACK LAW

By: _____
Name

Title

WALKUP, MELODIA, KELLY & SCHOENBERGER

By: _____
Name

Title

BARON & BUDD, P.C.

By: _____
Name

Title