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February 27, 2024

Via Email – mginestre@sweethomeschools.org

Dr. Michael V. Ginestre
Superintendent
Sweet Home Central School District
1901 Sweet Home Road
Amherst, NY 14228

Dear Dr. Ginestre:

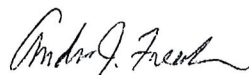
Re: Social Media Litigation

If the District remains interested in retaining our firm and the Frantz Group to provide advice, counsel and representation regarding the above matter, attached please find our engagement letter. Also enclosed for your review is a copy of the inter-firm agreement between the Frantz Group and Hodgson Russ dated November 1, 2023. Please understand that Hodgson Russ is unable to represent the District with respect to so much of this matter as involves Meta, Inc. or its subsidiaries. If the District wishes to pursue claims against those entities, we suggest you contact William Shinoff, Esq. of the Frantz Group directly at wshinoff@frantzlawgroup.com or other counsel of the District's choice.

Also enclosed is a suggested Resolution for consideration by your Board. Upon passage of such a Resolution by the Board, please initial the bottom right of each page of the engagement letter enclosed, sign where indicated, and return the letter to our office via email to [\[afreedma@hodgsonruss.com\]](mailto:afreedma@hodgsonruss.com) at your earliest convenience.

We look forward to working with you on this matter. Thank you.

Very truly yours,



Andrew J. Freedman

AJF/tsb
Encl.

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between the Sweet Home Central School District ("Client" or "District") and the law firms denominated as Frantz Law Group, APLC and Hodgson Russ LLP ("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 its Superintendent of Schools or designee, 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 REPRESENTATIVES.** James Frantz, William Shinoff, Jade Koller 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. Hodgson Russ LLP (Andrew J. Freedman, of counsel) will be responsible for client relations, including client communications and preparation. 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 arising from District's students' use of social media. The litigation will involve, among other steps, the preparation and filing of the District's action, i.e., the lawsuit ("Action"). Attorneys shall provide those legal services as above specified and 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.
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, or (c) any other matter not expressly

covered by this Agreement. 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:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been 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 adverse parties or their insurance carriers, whether by settlement agreement, 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.

- A. "Gross Recovery," if by settlement. This 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 parties adverse 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 recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as referenced above and in paragraph 6 hereof.

Gross Recovery, except in the case of a settlement. This 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. It is possible that payment to the Client by the adverse parties 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. The contingent fee is calculated, as described above, by multiplying the Gross Recovery by the fee percentage. The reimbursement of costs will be paid out of the initial payments, and the Attorneys' fees will be paid on a pro-rata basis as settlements are paid.

B. 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, Attorneys are prevented from representing Client on a contingent fee basis, or Client discharges Attorneys before a recovery is obtained, Client agrees to pay the reasonable value of the services rendered. If the parties are unable to agree on the reasonable value of services rendered, Attorneys and Client agree that the fee will be determined via the procedures set forth in paragraph 9 below. In any event, the fee determined by arbitration shall be based on and shall not exceed twenty five percent (25%) of the Gross Recovery as defined in this paragraph 5.

C. 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 in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees.

6. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which include but are not limited to the following: process servers' fees, common benefit 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. Other costs and expenses include case management, computer services, document management services, case administration/accounting fees and costs, and other similar items. ATTORNEYS' may find it necessary to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees but outside independent contractors (e.g. JNG, Archer, KCC). 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 from any award/recovery. If there is no award/recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is insufficient to reimburse Attorneys for all costs/expenses after the Attorney's fee has been deducted, Client will not be required to reimburse Attorneys for the shortfall.

SHARED EXPENSES: Client understands that Attorneys may incur certain costs/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. The division of expenses shall apply regardless of when Client retained Attorney such that costs/expenses incurred prior to Client joining the lawsuit will still be divided and a portion allocated to Client.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES
AND COMMON BENEFIT COSTS:

Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or in California state court coordinated proceedings (JCCP's) or other state court proceedings, and perform work which benefits the various law firms as well as clients of other law firms involved in the same or related litigation. As a result, the court(s) where the cases are pending may order that Attorneys are to receive compensation for Attorneys' time and effort which has benefitted all claimants. This compensation is known as "Common Benefit Fees," and they are paid by the law firms directly and not from the clients' recovery. If Attorneys are awarded such fees, they will be credited against the contingency fee to be paid by each Client on an equal basis.

In contrast to Common Benefits Fees, "Common Benefit Costs" are litigation costs to which all Clients contribute a limited portion of their recovery to reimburse expenses incurred to prosecute the lawsuits collectively.

7. LIEN. In the event any third party attempts to lien any anticipated award/recovery or proceeds already recovered, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold a first priority and superior lien in the amount of the Attorneys' fees (or reasonable value of services) and costs that the Attorneys are entitled to, and that such lien applies to any and all proceeds recovered or to be recovered. More generally, Attorneys shall have a lien against any anticipated recovery and/or actual recovery for Attorneys' fees (or reasonable value of services) and costs.
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 or the Client's designee 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, it 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 Attorneys' representation of Client, including, but not limited to, claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicate West, San Diego, or Signature Resolution, in Los Angeles, California before a retired judge or other mediator affiliated with the selected organization, agreed to between the parties, and, if the parties cannot agree, before a retired judge selected by the organization who is hosting the mediation. 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 and Attorneys will each 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, fees disputes, among others, will be submitted to mandatory binding arbitration before Judicate West or Signature Resolution. By signing this Agreement, Client and Attorneys 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 or Los Angeles, 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 for the proper handling of Client's claim, and Client expressly authorizes Attorneys to divide any Attorneys' fees that may eventually be earned with associated co-counsel.
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 Attorneys' professional opinion.

MULTIPLE REPRESENTATIONS: Client understands that Attorneys do or will likely represent many other individuals/entities/school districts with claims that are similar or the same as Client's. Attorneys' representation of multiple clients at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of one or more Clients may become inconsistent with the interests and objectives of other Clients. Attorneys are governed by specific rules of legal ethics regarding conflicts of interest that might arise from Attorneys simultaneous representation of multiple clients against the same or similar Defendants. Attorneys are required to advise Clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation of multiple Clients at the same time. It is difficult to foresee all possible circumstances in which Clients' interests might conflict. Nonetheless, by way of example only, one or more Clients might wish to settle the case under

certain terms while others disagree, and such disagreement makes it difficult or impossible to settle the case. By signing this Agreement, Client acknowledges that it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other school district Clients, and that, nevertheless, Client consents to such simultaneous representation. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

WAIVER OF DISQUALIFICATION: Under certain circumstances, including among others, when there is an irreconcilable conflict of interest among various Clients, Attorneys must, or it is prudent to, terminate the representation of one or more Clients. Should this occur for any reason, Client agrees that it will not seek to disqualify Attorneys from continuing to represent other Clients and/or from seeking new Clients about the same subject matter of the Action. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

12. 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 the cases in a group or groups, by making a single settlement offer to settle a number of cases or all 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 relative strengths and weaknesses of each case, the severity and extent of injuries/losses, 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. Client authorizes Attorneys to enter into and engage in group settlement discussions which may include Client's individual claim. Nonetheless, Client retains the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.
13. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.
14. 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 the signed original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

William Shinoff, Esq.
Frantz Law Group, APLC



Dated: 2/27/2024 _____

Andrew J. Freedman, Esq.
Hodgson Russ LLP

Dated: _____

Superintendent
Sweet Home Central School District

RESOLUTION OF THE BOARD OF EDUCATION ON PARTICIPATION IN SOCIAL MEDIA LITIGATION

WHEREAS, this Board of Education is aware that for many years interactive technologies have been made available to the public to facilitate the creation and sharing of content, ideas, interests and other forms of expression through virtual communities and networks; and

WHEREAS, this Board has also come to learn that over time social media platforms can become addictive, particularly among our youth; and

WHEREAS, this Board has become aware that certain Big Tech companies have intentionally created addictive platforms specifically designed to hook student audiences by designing algorithms to maximize company revenues by increasing usage without regard to the harm suffered by students as a result of such usage; and

WHEREAS, these tech products, designed to hook young users into compulsive use, have taken a heavy toll on today's youth, whereby they face unprecedented levels of severe mental health issues like anxiety, depression, eating disorders and suicidal ideation, and with so many students in turmoil, schools have had to divert crucial resources to help them; and

WHEREAS, on May 23, 2023, the U.S. Surgeon General issued a public advisory that social media could have a profound risk of harm on the health of children and adolescents; and

WHEREAS, the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry and the Children's Hospital Association have all declared child and adolescent mental health a national emergency; and

WHEREAS this School District and other School Districts around the country have had to hire additional counselors, develop resources and train staff to handle the burgeoning number of students succumbing to what best can be described as a youth mental health crisis; and

WHEREAS, a number of other school districts have filed or will be filing legal claims in the Northern District of California against a number of social media companies, such as TikTok, Snapchat, YouTube, Google and their parent companies, seeking restitution for expenses incurred and the funds necessary to provide ongoing student support and changes to the platforms to make them less addictive;

NOW, THEREFORE, this Board of Education hereby authorizes the following:

1. That this School District file and join claims in the Multi-District Litigation pending in the Northern District of California to recoup damages against students and the District inflicted by social media companies;
2. That this Board appoint the following law firms to represent the District's interests in this matter;

a. The Frantz Group ALPC (San Diego, California); and

b. Hodgson Russ LLP (Buffalo, New York)

3. That the Superintendent of Schools and Administrative Staff of this District be and hereby are directed to cooperate with the appointed attorneys to gather the necessary data and take other required actions needed to assist the law firms in representing the foregoing interests of the District; and

4. This District will expend no resources or funds for its participation in this litigation, other than the personnel time necessary to gather the data needed to participate in this litigation.

PRIVILEGED AND CONFIDENTIAL

CO-COUNSEL AGREEMENT

Preamble

This Agreement is to memorialize the co-counsel arrangement between the Frantz Law Group, APLC and Hodgson Russ LLP, collectively referred to herein as the "Firms", concerning the Federal litigation against certain Social Media Companies (Tik Tok, YouTube, Google, LLC, YouTube, LLC, etc.) being initiated by the Firms on behalf of certain New York school districts, collectively referred to herein as the "Clients". Pursuant to this Agreement, Hodgson Russ will receive forty percent (40%) of the net attorney fees received by the Frantz Law Group, APLC for each client that retains the Frantz Law Group, APLC and Hodgson Russ to conduct said litigation.

Responsibilities Between Counsel

The Frantz Law Group, APLC will be responsible, in consultation with Hodgson Russ LLP, for case investigation, case preparation and litigation. The Frantz Law Firm, APLC will serve as lead counsel in said litigation. Hodgson Russ LLP, in consultation with the Frantz Law Group, APLC will be responsible for client preparation and communication. The Firms will cooperate in the prosecution of the Clients' social media litigation, and will copy one another on all communications relative to this litigation.

Attorney Client Privilege/Work Product Privilege

All communications and work product shared between the Firms concerning the Clients' social media litigation, will be considered privileged and confidential to the fullest extent allowed by law. "Work product" includes files, drafts, memoranda, research and other products from the attorneys or their staffs.

Costs

The Frantz Law Group, APLC will be responsible for fronting the costs associated with this litigation, which costs will be paid to the Frantz Law Group APLC from the proceeds of the litigation prior to the aforesaid allocation and distribution of fees between the Firms. Similarly, if the Firms agree that in certain instances Hodgson Russ LLP front certain such costs, those costs will be paid to Hodgson Russ LLP from the proceeds of the litigation prior to the aforesaid allocation and distribution of fees between the Firms.

Joint Venture

The Firms do not intend to engage in a joint venture, are not creating a partnership and do not intend by any provision of this Agreement to create any third-party beneficiaries or to confer any benefit upon anyone other than the parties hereto.

Full and Final Agreement

This Agreement is the full and final agreement between the Firms. Any amendments to this Agreement must be in writing and signed on behalf of the parties hereto

Subscription

The duly authorized representatives of the Firms have executed this Agreement below on the dates indicated.

FOR THE FRANTZ LAW GROUP, ALPC



Partner

Dated: 11/17/23

FOR HODGSON RUSS LLP



Partner

Dated: 10/31/23