7.1 APPROVAL OF REVISED CONTRACT WITH WEITZ & LUXENBERG AND FRANKS, GERKIN, PONITZ & GREELEY REGARDING SOCIAL MEDIA CLASS ACTION LAWSUIT

A. SUBJECT

This item is included on the agenda so the Board of Education can consider approving a revised contract with amendment with Weitz & Luxenberg, P.C. and Franks, Gerkin, Ponitz & Greeley, P.C. for District representation in a social media addiction class action lawsuit.

B. INFORMATION

At the October 13, 2026 Board of Education meeting, the Superintendent shared with the Board, a proposed multi-district class-action lawsuit against major social media companies, co-counseled locally by Jack Franks of Franks, Gerkin, Ponitz & Greeley and Weitz & Luxenberg. The Board voiced concerns regarding the legal and financial terms of the agreement. Following consultations with District legal counsel, the Superintendent is submitting an updated contract for Board consideration and approval this evening.

C. RECOMMENDATION

The Superintendent recommends approving a revised contract with Weitz & Luxenberg, P.C. and Franks, Gerkin, Ponitz & Greeley, P.C. to represent Woodstock Community Unit District 200 regarding a social media class action lawsuit.

D. SUGGESTED MOTION

Move to approve a revised contract with Weitz & Luxenberg, P.C. and Franks, Gerkin, Ponitz & Greeley, P.C. to represent Woodstock Community Unit District 200 regarding a social media class action lawsuit.

RETAINER AGREEMENT

Scope of Representation

Woodstock Community Unit School District 200 ("Client") retains: (i) Weitz & Luxenberg P.C. and (ii) Franks Gerkin Ponitz & Greeley, P.C. ("Firms" or "Attorneys") to act as counsel to advise and represent Client in relation to social media litigation. Specifically, the Firms will represent Client in a lawsuit or lawsuits against technology companies involved in the dissemination of harmful social media content intended to cultivate a young audience and addict them to social media for violation of state and federal law, including nuisance and unfair trade practices and consumer protection (the "Lawsuit"). The firms agree not to compromise or settle any claim or any part of any claim on a retained matter without first notifying Client.

Communication

The Firms agree to keep the Client informed as to the status of the Litigation on an ongoing basis and will provide copies of key pleadings and court filings to Client.

Contingent Fee & Expenses

The Firms' representation of Client in the Lawsuit will be handled strictly on a ***contingent-fee*** basis and Client agrees to pay and assign to the Firms thirty-three and one-third (33.333) percent of the entire recovery from any settlement, verdict or recovery, after deduction of the costs and expenses referred to hereinafter ("Contingent Fee"). This Contingent Fee will be shared amongst the Firms as follows: two-thirds of the total Contingent Fee shall be paid to Weitz & Luxenberg, P.C. and one-third of the total Contingent Fee shall be paid to Franks Gerkin Ponitz & Greeley, P.C.

The Firms will advance expenses associated with the Litigation and Client will be responsible to the Firms for the reasonable expenses incurred in connection with the retained matter. The expenses advanced by the Firms will be reimbursed from the recovery obtained. If no recovery is obtained, Client shall not be responsible to pay for the expenses incurred.

The Firms may at their discretion retain, affiliate, or consult with other firms as the Attorneys deem appropriate to prosecute this matter; provided, however, that the Attorneys serve as lead counsel with ultimate responsibility to handle the litigation and make decisions. Client will have no responsibility to such associate counsel for fees or expenses, and they shall only be entitled to compensation from Client in the form of the Contingent Fee and Expenses paid to the Firms. The Firms are responsible for both selection and supervision of any associate counsel that the Attorneys ask to assist in this matter.

Clients' Responsibilities

The cooperation of Client is essential in order to enable the Firms to provide quality and cost-effective services. This may include attending meetings, hearings, deposition(s), and trial, and providing the Firms with all information, records, documents, and assistance as may be relevant to or necessary for the Firms to carry out their representation. Although a party is responsible to participate in litigation discovery, Client will not be required to produce information about individual students' mental health where such information is required to be maintained confidentially by applicable law. Client may be required to produce aggregate information about students' mental health to demonstrate the scope of mental health impacts.

Termination

Client may terminate this agreement and representation of the Firms at any time, but Client will be responsible for paying for all undisputed legal services performed and costs incurred prior to such termination as provided for in this agreement. Such costs would likely consist of filing fees, service, and other litigation-related costs. Unless the case is selected as a potential trial case, these costs will not exceed $1,000. The Firms may terminate this agreement and its representation of Client as required or permitted to do so in accordance with the relevant rules of professional conduct.

No Guaranty

Client recognizes that the Firms cannot predict the outcome of any representation or guarantee the achievement of a particular result. However, Client expects the Firms to use their best efforts, due diligence and to comply with any other requirements under the relevant rules of professional conduct.

Governing Law & Rules

This Agreement is deemed to be made in the State of Illinois and is governed by the law, regulations, and Rules of Professional Conduct of the State of Illinois.

Accepted and agreed to:

On Behalf of **Woodstock Community Unit School District 200**:

Signature: _____

Name: _____

Title: _____

Dated: _____

On Behalf of **Weitz & Luxenberg, P.C.**:

Signature: _____

Name: _____

Dated: _____

On Behalf of **Franks Gerkin Ponitz & Greeley, P.C.**

Signature: _____

Name: _____

Dated: _____