BRAZOSPORT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION APPROVING
THE CONTINGENT FEE LEGAL SERVICES CONTRACT
WITH THOMPSON & HORTON, LLP, EILAND & BONNIN, PC, AND
O'HANLON, DEMERATH & CASTILLO, PC

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the approval of the Contingent Fee Legal Services Agreement ("Agreement") with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC is approved and the Superintendent or any member of the Board of Education of the Brazosport Independent School District is authorized to execute this Agreement.

After exercising its due diligence, the Brazosport Independent School District ("District") Board of Education finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement;

2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;

3. The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of Brazosport Independent School District because the District does not currently employ attorneys who have specialized knowledge and experience regarding Multi-District Litigation and related analysis and legal remedies under both Texas and federal law on a contingent fee basis. In addition, the District does not have budgeted the financial resources necessary to compensate competent and experienced attorneys and staff regarding Multi-District Litigation as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency.

4. Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including social media corporations, and it would be difficult to find a firm with the required experience that does not have a conflict of interest that would hinder the firm's ability to effectively represent the District. The

proposed law firms have certified that they have no such conflict of interest in representing Brazosport Independent School District.

5. The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to Brazosport Independent School District. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by this social media multi-district litigation.

6. Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC are well qualified and competent to perform the legal services required to comply with the terms of this Agreement.

7. Thompson & Horton, LLP is a full-service school law firm whose mission is to provide the highest quality personalized legal service to public and private schools, institutions of higher education, local governments, and private individuals and companies. Thompson & Horton attorneys have unique and specialized qualifications based on several hundred years of combined experience. Leaders in the field, their attorneys have been directly involved in many of the most significant court cases, administrative decisions, and public policy developments affecting their clients over the past 40 years. Thompson & Horton has represented the District for over 10 years. Thompson & Horton discussed the social media litigation with the District in October 2026. Thompson & Horton introduced Eiland & Bonnin to the District to consider the social media litigation in October 2026. Thompson & Horton included O'Hanlon, Demerath & Castillo in conversation with the District to consider the social media litigation in October 2026.

8. Eiland & Bonnin, PC engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. Thompson & Horton has represented the District for over 10 years. The inception of the relationship between Eiland & Bonnin and the District began when Thompson & Horton introduced Eiland & Bonnin to the District in October 2026 to consider the social media litigation.

9. O'Hanlon, Demerath & Castillo, PC regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in Austin, Texas and also offices in Pharr, San Antonio and Fort Worth. The firm has litigated statewide high profile public education related cases such as the No Pass No Play, the A-F litigation and multiple Edgewood decisions related to the school finance system. After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O'Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. Justin Demerath regularly represents Texas School Districts on a contingent fee basis, often in property damage insurance recovery. He operates a contingent fee litigation practice within the firm that has recovered millions of dollars in recovery in high-profile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Trans-vaginal mesh, and NFL concussion litigation, as well as serving in leadership of cases that garnered national attention like the Sutherland Springs Mass Shooting. Thompson & Horton has represented the District for over 10 years. Since 2002, O'Hanlon, Demerath & Castillo has provided legal representation to the District for economic development matters. Thompson & Horton included O'Hanlon, Demerath & Castillo in conversation with the District in October 2026 to consider the social media litigation.

10. The approval of this Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC is the result of an arm's length transaction between the District and Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC and is fair and reasonable. The relationship between the Brazosport Independent School District or the District's Board and the law firms being retained is not improper and would not appear improper to a reasonable person.

11. Additionally, time is of the essence in the provision of these legal services. Potentially impending legal deadlines require urgent action by counsel.

ADOPTED this 16th day of November, 2026 at a duly called meeting of the Brazosport Independent School District Board of Education.

Mason P. Howard,
Board of Trustees President

Jerry Adkins,
Board of Trustees Secretary