

**LEGAL REPRESENTATION AGREEMENT**  
**(CONTINGENT FEE AGREEMENT)**

**CLIENT**

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**A. Scope and Purpose of Representation**

- 1.1 South San Antonio Independent School District (“CLIENT” or “the District”) hires the law firms of JCA Law PLLC and GUERRA LLP and (hereinafter, collectively as CO-LEAD COUNSEL) to provide and perform all professional legal services necessary to investigate and pursue causes of action in connection with litigation and to pursue all remedies available to the District regarding causes of action in Multi District Litigation 3047 or JCCP 5225 more fully described in the School District Master Complaint [MDL ECF 729] and incorporated herein by reference. CO-LEAD COUNSEL will seek to recover all damages caused to the District by way of additional resources required to address student social media usage, related student addiction, student behavior and/or mental health issues against Meta Platforms, Inc., Instagram LLC, Snap, Inc., TikTok, Inc., ByteDance, Inc., YouTube LLC, Google LLC, Alphabet Inc., and any other social media company named in the MDL or JCCP (collectively, “Defendants”). The claims include, but are not limited to, negligence, public nuisance, and other causes of action arising from Defendants’ conduct (“the Representation”).
- 1.2 Venue, or the specific court and legal jurisdiction in which a lawsuit is filed, is an important decision in litigation. Defendants in the Representation maintain offices in multiple venues and Venue may be established in various places including but not limited to Texas or other State Courts and Federal Courts. The Federal Judicial Panel on Multi District Litigation has issued a standing transfer order in the United States for all Federal lawsuits arising from allegations that a defendants’ social media platforms are defective because they are designed to maximize screen time, which can encourage addictive behavior in adolescents. All current and future Federal cases are assigned to Multi District Litigation (“MDL”) 3047 in The United States District Court for the Northern District of California. Closely coordinating with that litigation is another consolidation of cases involving the Representation in California State Court known as JCCP 5225. (“JCCP”). Due to various strategic reasons CO-LEAD COUNSEL believe it is in the CLIENT’S best interest to file the cases in either MDL 3047 or JCCP 5225. In executing this Agreement, CLIENT consents to this venue choice and understands the scope of representation in this Agreement is expressly limited to those cases or matters in those venues only. This choice will subject CO-LEAD COUNSEL to certain non-reimbursable case expenses that will be paid out of the attorneys’ fees contemplated herein and will subject CLIENT to certain additional case expenses (i.e., “common benefit expenses”) more fully described below. See Attachment A information related to the Multi District Litigation at issue.

- 1.3 CLIENT hereby retains and employs CO-LEAD COUNSEL. The District Board of Trustees, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services on a contingency fee basis which cannot be adequately performed by the attorneys and supporting personnel of CLIENT, and the legal services cannot be reasonably obtained from attorney in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because CLIENT does not have funds to pay for the estimated amounts required under a contract providing only for the payment of hourly fees. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.
- 1.4 CLIENT hereby authorizes and directs CO-LEAD COUNSEL to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing case or any new or additional case(s) on behalf of CLIENT against Defendants. In the Representation, CO-LEAD COUNSEL may seek necessary and appropriate injunctive relief damages, civil penalties, costs and attorney's fees, and such other pecuniary recovery as may be provided for by law. CO-LEAD COUNSEL shall consult with and keep CLIENT fully informed as to the progress of all matters covered by the Agreement. CO-LEAD COUNSEL will not make any offer, settlement, or compromise without the authorization of CLIENT's Board of Trustees.
- 1.5 CLIENT has determined pursuant to TEX. LOC. GOV'T CODE § 262.024(a)(4) that this Agreement is for professional services, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence and the services of CO-LEAD COUNSEL are being retained pursuant to all applicable law.
- 1.6 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.
- 1.7 CLIENT is hiring as CO-LEAD COUNSEL the law firms of JCA Law, PLLC and GUERRA LLP and as special CO-LEAD COUNSEL in this representation. GUERRA LLP will be solely responsible for advancing all costs and expenses that GUERRA LLP, in its sole discretion, determines to be reasonable and necessary for the Representation of CLIENT. The primary attorney handling this legal representation for CLIENT will be Francisco Guerra, IV., of GUERRA, LLP. CO-LEAD COUNSEL agree to perform necessary legal work with reference to the Representation, and will work specifically with the District's designated representative.
- 1.8 To enable CO-LEAD COUNSEL to provide effective representation, CLIENT agrees to do the following:
- disclose to CO-LEAD COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that CO-LEAD COUNSEL may request;

- keep CO-LEAD COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material;
  - attend meetings, conferences, and other proceedings when it is reasonable to do so; and
  - otherwise cooperate fully with CO-LEAD COUNSEL. Finally, if Client has any concern or problem with COLEAD COUNSEL, their attorneys or employees at any time, CLIENT agrees to immediately tell the primary attorney about any concerns or problems and not wait until a later time.
- 1.9 Neither party shall assign, in whole or in part any duty or obligation of performance under this Agreement without the express written permission of the other Parties, unless otherwise authorized in this Agreement.
- 1.10 The person or entity that CO-LEAD COUNSEL represents is CLIENT and CO-LEAD COUNSEL's attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, CO-LEAD COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with CO-LEAD COUNSEL working on the Representation. Such disclosure shall be made to CLIENT's Board of Trustees.
- 1.11 It is understood and agreed that CO-LEAD COUNSEL's engagement is limited to the Representation described in Section 1.1. CO-LEAD COUNSEL is not being retained as general counsel to represent CLIENT. CO-LEAD COUNSEL's acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.
- 1.12 Any expressions on CO-LEAD COUNSEL's part concerning the outcome of the Representation, or any other legal matters, are based on CO-LEAD COUNSEL's professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by CO-LEAD COUNSEL's knowledge of the facts and are based on CO-LEAD COUNSEL's views of the state of the law at the time they are expressed; COLEAD COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.
- 1.13 After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT's future rights and liabilities in regard to the Representation. Unless CO-LEAD COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, CO-LEAD COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than any continuing obligations specifically set out in this Agreement.
- 1.14 At the conclusion of the Representation, CO-LEAD COUNSEL will return to CLIENT any documents that CO-LEAD COUNSEL is specifically requested to return. As to any documents so returned, CO-LEAD COUNSEL may elect to keep a copy of the

documents in CO-LEAD COUNSEL's stored files. CLIENT owns all final work product generated from the Representation.

- 1.15 Any notice required or permitted to be given by CLIENT to CO-LEAD COUNSEL hereunder may be given by e-mail and hand delivery, facsimile or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Guerra, LLP  
Attn: Frank Guerra  
875 E. Ashby Place, Suite 1200  
San Antonio, Texas 78212  
fguerra@guerrallp.com

AND

JCA Law, PLLC  
Attn: Juan J. Cruz  
216 W. Village, Blvd., Suite 202  
Laredo, Texas 78041  
jcruz@jca-law.com

- 1.16 Any notice required or permitted to be given by CO-LEAD COUNSEL to CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Board of Trustees for the South San Antonio Independent School District  
Attn: Dr. Saul Hinojosa, Superintendent of Schools  
5622 Ray Ellison Blvd  
San AntonioTX78242

Such notices shall be considered given and complete upon acknowledgement of receipt, successful transmission, or upon deposit in the United States Mail, certified mail, return receipt requested.

- 1.17 CO-LEAD COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT or the Superintendent of the District. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by CO-LEAD COUNSEL and agents acting on CO-LEAD COUNSEL'S behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.
- 1.18 It is expressly understood that CO-LEAD COUNSEL has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. The CLIENT retains complete authority to settle the case at all times.

- 1.19 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.
- 1.20 CO-LEAD COUNSEL shall provide CLIENT's Superintendent with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the express written approval of the CLIENT.
- 1.21 It is further agreed that CO-LEAD COUNSEL shall not associate other firms to appear on behalf of CLIENT in the Representation without the prior written consent of the CLIENT. CO-LEAD COUNSEL's intent to associate additional counsel shall be in writing, shall set forth the reasons that CO-LEAD COUNSEL wishes to associate additional counsel and shall be in compliance with Section 1.04(f) of the Texas Disciplinary Rules of Professional Conduct ("TDRPC"). Any counsel approved by CLIENT pursuant hereto shall be considered a contracting party to this Agreement, shall be bound by the terms and conditions of this Agreement, and shall confirm their agreement to be so bound in writing provided to the CLIENT's Board of Trustees prior to their association.
- 1.22 CLIENT's written approval is required prior to any publicity, news release, or advertising by CO-LEAD COUNSEL in which CLIENT'S name is identified in connection with this Agreement.

**B. Co-Lead Counsel's Fees and Expenses of Subchapter C, Chapter 2254 of the Texas Government Code Applies to this Agreement**

- 2.1 In consideration of the legal services to be provided to CLIENT by CO-LEAD COUNSEL, CLIENT hereby assigns and grants unto CO-LEAD COUNSEL attorney's fees equal to thirty-five percent (35%) of the gross recovery.
- 2.2 Court Appointed Leadership for Plaintiffs": By consenting to Venue in MDL 3047 or JCCP 5225 certain court orders govern CLIENT'S representation that is important to disclose transparently and fully. In Case Management Order ("CMO") No. 1 the MDL 3047 Court appointed various attorneys to serve as leaders for this litigation [ECF 75] and specifically School District Plaintiffs [ECF 451] which are incorporated herein by reference; similar orders have been adopted for the litigation proceeding in California state court JCCP 5225) (these attorneys in the MDL and JCCP litigation are court-appointed steering and leadership attorneys and are collectively referred to as "Court Appointed Leadership for Plaintiffs"). The names of the Court Appointed Leadership for Plaintiffs are contained in these court orders. Those court orders may be modified in the future to reflect different or additional attorneys appointed by the court or to reflect that one or more court-appointed attorneys will no longer serve. To the extent that the court or courts modifies its orders with respect to the names of the "Court Appointed Leadership for Plaintiffs" attorneys, this Agreement will include those changes in court appointments without the need for a formal amendment of this Agreement to include or delete certain names.

- 2.3 For clarity, “Court Appointed Leadership for Plaintiffs” will not be considered “subcontracted legal or support services performed by a person who is not a contracting attorney or a partner” (emphasis added) as that term is used in Texas Government Code 2254.106. Fees associated with “Court Appointed Leadership for Plaintiffs” will be considered litigation and other expenses stemming from “work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm” as that term is used in Texas Government Code 2254.108(d). Hours worked by “Court Appointed Leadership for Plaintiffs” will not be used to calculate the base fee contemplated in Texas Government Code 2254.106. Any attorneys’ fees earned by “Court Appointed Leadership for Plaintiffs” as “common benefit” legal fees awarded by the courts will be considered a non-reimbursable case expense and shall be paid entirely out of the fees of CO-LEAD COUNSEL. However, expenses incurred by “Court Appointed Leadership for Plaintiffs”, if ordered by the MDL or JCCP court, will be a reimbursable case expense (i.e., those court-ordered case expenses will be reimbursed by Client to Court Appointed Leadership for Plaintiffs; please see Attachment B for further illustration).
- 2.4 Compensation for the duties performed by the “Court Appointed Leadership for Plaintiffs” attorneys is governed by Common Benefit Order [ECF 190] and similar orders in the JCCP. The purpose of a Common Benefit Order is to create, compensate, and reimburse such court-appointed “steering and leadership committee” of attorneys for various plaintiffs for their efforts and time in connection with their work on behalf of all plaintiffs (even those, such as CLIENT here, who previously had no direct attorney-client relationship with those “Court Appointed Leadership for Plaintiffs” attorneys). The Common Benefit Order directs that these “steering and leadership” attorneys shall receive fee compensation paid by all of the plaintiffs (including the CLIENT here) as a specified percentage of any gross recoveries. The Common Benefit Orders require that all “Court Appointed Leadership for Plaintiffs” attorney fee compensation shall be paid entirely out of attorneys’ fees contemplated in paragraph 2.1 and as such these attorneys’ fees will be treated as a non-reimbursable case expense and paid solely by CO-LEAD COUNSEL. A sample settlement statement is attached hereto as Attachment B to illustrate how the attorneys’ fees and expense provisions of this Agreement are intended to function concerning a hypothetical gross recovery for the Client.
- 2.5 A consequence of certain plaintiff attorneys serving on the court-appointed “Court Appointed Leadership for Plaintiffs” committee or committees, is that those attorneys will incur certain Common Benefit Expenses that will benefit all plaintiffs, including those clients represented principally by other plaintiffs’ attorneys (such as the CLIENT here). Common Benefit Expenses are Reimbursable Expenses.
- 2.6 On behalf of CO-LEAD COUNSEL JCA Law PLLC and Guerra LLP will or have previously executed the Common Benefit Participation Agreement in the MDL [ECF 190 EX.C] and similar agreements in the JCCP and will utilize Common Benefit Work Product in the Representation and this action will further subject CLIENT to the associated Common Benefit Orders and similar agreements in the JCCP and their requirements, including the financial obligations. CLIENT consents to the execution

of JCA Law PLLC and Guerra LLP's Common Benefit Participation Agreement, and by consenting to the Venue described in paragraph above, further consent to be bound by the terms of the Common Benefit Orders and the resulting compensation structure for the "Court Appointed Leadership for Plaintiffs" attorneys. Such consent will not increase or alter the amount of attorneys' fees charged to the client, if any.

- 2.7 In signing the Common Benefit Participation Agreement CO-LEAD COUNSEL will or have granted "Court Appointed Leadership for Plaintiffs" a right to withhold payment of, a lien upon, and a security interest in any amounts recovered in the Litigation sufficient to pay the "Court Appointed Leadership for Plaintiffs" attorneys' fees and Common Benefit Expenses defined in the Common Benefit Order in the MDL and/or similar orders in the JCCP. The parties agree that the final amounts ultimately subject to this withholding, lien and security interest were "actually incurred on behalf of the state governmental entity or political subdivision and paid for by the contracting attorney or law firm" as that phrase is contemplated in Texas Government Code 2254.108(d). Alternatively, it is anticipated at the end of the Litigation the MDL and JCCP courts will adopt orders which will require attorneys' fees and Common Benefit Expenses to be paid or reimbursed to the "Court Appointed Leadership for Plaintiffs" pursuant to the Common Benefit Order and withheld from the gross recovery available to satisfy the interest of CLIENT and CO-LEAD COUNSEL. If such orders are entered, the parties further agree that these amounts should be considered "actually incurred on behalf of the state governmental entity or political subdivision and paid for by the contracting attorney or law firm" as that phrase is contemplated in Texas Government Code 2254.108(d).
- 2.8 While subject to adjustment, the Common Benefit Fee that will be awarded to Court Appointed Leadership for Plaintiffs is currently set by the MDL Court at 8% of the gross recovery.
- 2.9 Definitions and rules related to Common Benefit Expenses more fully described in the Common Benefit Order [ECF 190], Paragraph E and are incorporated herein by reference. While subject to adjustment, the Common Benefit Expense that will be awarded to Court Appointed Leadership for Plaintiffs is currently set at 2% of the gross recovery.
- 2.10 By virtue of accepting their appointment, "Court Appointed Leadership for Plaintiffs" has accepted responsibility to provide legal services to clients that file their cases in the MDL or JCCP. By consenting to filing CLIENT'S claims in the MDL or JCCP, CLIENT is accepting the offer of the "Court Appointed Leadership for Plaintiffs" attorneys to provide court-ordered legal services in that venue. It is therefore agreed and understood by CLIENT that "Court Appointed Leadership for Plaintiffs" attorneys will be considered to have accepted "joint responsibility" for the purposes of Rule 1.04(f), Texas Disciplinary Rules of Professional Conduct, and the Rule's official comments.
- 2.11 CLIENT consents to a division of the work and services required to represent CLIENT between CO-LEAD COUNSEL, in such manner as may be agreed upon between CO-

LEAD COUNSEL. The basis for any division of legal fees amongst CO-LEAD COUNSEL will be “joint responsibility,” as that term is defined in Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct and its official comments (i.e., a “joint responsibility” attorney or law firm may not have an active role in representing client, but does have some obligations described in the Rule and its comments). From any attorneys’ fees recovered (after the deduction of any “common benefit” attorneys’ fees awarded by the courts), the remaining attorneys’ fees will be divided as follows: 50% to Guerra, LLP and 50% to JCA Law PLLC. Please note that these are not percentages of the gross recovery, but rather percentages of the attorneys’ fees. In no scenario will attorneys’ fees exceed 35% of the gross recovery outlined in paragraph 2.1. CLIENT’S consent to this Agreement as a whole is also consent to this attorneys’ fees-sharing among Attorneys.

- 2.12 If there is a recovery, then upon recovery, CLIENT will instruct CO-LEAD COUNSEL as to how to transfer the recovered funds in writing.
- 2.13 No actions and/or disputes between or amongst CO-LEAD COUNSEL will affect CLIENT’S recovery, nor will it give rise to any liability on the part of CLIENT.
- 2.14 CLIENT understands and agrees that CO-LEAD COUNSEL may be representing more than one client in this matter and that the following aspects of joint representation have been disclosed: (1) that the CLIENT might gain or lose some advantages if represented by separate counsel; (2) that CO-LEAD COUNSEL cannot serve as an advocate for one client against another client, but must assist all clients in pursuing their common purposes; (3) that CO-LEAD COUNSEL must deal impartially with every client, including CLIENT; (4) that information received by CO-LEAD COUNSEL from or on behalf of any jointly represented client concerning the matter may not be confidential or privileged as between the jointly- represented clients and may be disclosed to other jointly-represented clients as is deemed proper or necessary; (5) if a conflict arises between clients that results in the discharge or withdrawal of the CO-LEAD COUNSEL, CO-LEAD COUNSEL might not be able to continue representing any of the clients involved; (6) when time is spent performing the Representation which benefits all clients represented by CO-LEAD COUNSEL equally, CO-LEAD COUNSEL will record that time for each client fully and equally (in other words, since each client, including CLIENT, receives the same full benefit from such time and service, that time will be recorded as though each client, including CLIENT, was represented individually for and during that time and service); and (7) that the representation of all clients by the CO-LEAD COUNSEL will not necessarily expedite handling of the matter or reduce associated attorneys’ fees and expenses. CLIENT consents to CO-LEAD COUNSEL representing more than one client in this matter and all provisions in this paragraph.
- 2.15 AGGREGATE SETTLEMENTS: Often in cases where attorneys represent multiple clients in similar litigation, the opposing parties or defendants may attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle numerous clients’ 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 damages, individual case evaluations, and other applied bases or factors. In the event of a group or aggregate settlement proposal, CO-LEAD COUNSEL may implement a settlement program, overseen by a third-party 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, including CLIENT's case, depending upon the facts and circumstances of each individual case and other factors determined by that third-party referee or special master or the court. CLIENT authorizes CO-LEAD COUNSEL to enter into and engage in group settlement discussions which may include CLIENT's individual claims. Nonetheless, CLIENT retains the right to approve, and CO-LEAD COUNSEL are required to obtain CLIENT's approval of, any settlement of CLIENT's case.

- 2.16 This Texas Rule provides for certain disclosures and advance client consent, which this Agreement provides, whenever lawyers who are not in the same law firm share legal fees arising out of a client representation. Here, there will be multiple lawyers and law firms involved in the sharing of common legal fees and expenses under this Agreement and the referenced court orders. The exact percentages of any fees that any of the "Court Appointed Leadership for Plaintiffs" attorneys will receive, if anything, is not known at this time and will be determined by the court or courts at the conclusion of this representation. The CLIENT's signature below to this Agreement constitutes acknowledgement and consent to this fee-sharing among all of the lawyers identified herein or by reference to the court orders identifying the "Court Appointed Leadership for Plaintiffs" attorneys and their law firms.
- 2.17 It will be necessary for CO-LEAD COUNSEL to incur and advance certain court costs and other types of expenses on CLIENT's behalf. These costs and other expenses include, but are not limited to, the following: filing and service fees; costs for records; costs for investigative services; expert witness and consultant fees; mediator's fees; travel expenses (including air fare, ground transportation, vehicle mileage, lodging, and meals); deposition expenses and court reporter fees; transcripts of court proceedings; charges for computer assisted legal research; preparation of exhibits and graphics; and miscellaneous copying (billed at CO-LEAD COUNSEL's usual rates or the costs of any outside copy service used by CO-LEAD COUNSEL), postage, long-distance telephone charges, facsimile charges at CO-LEAD COUNSEL's usual rate, shipping expenses, and courier expenses. Client agrees that CO-LEAD COUNSEL may borrow funds from a financial lending institution to finance or pay such Court costs and litigation expenses, and the reasonable interest charged by the institution on such borrowed funds will be added to the court costs and litigation expenses. Client agrees to reimburse CO-LEAD COUNSEL for all such costs and expenses from CLIENT's share of the total recovery, whether by settlement, arbitration award, or judgment. Upon CO-LEAD COUNSEL's receipt of the proceeds of any settlement, arbitration award, or judgment, CO-LEAD COUNSEL shall (1) retain as their

attorneys' fees the applicable percentage of the total recovery in accordance with paragraph 2.1 above; (2) deduct from CLIENT's share of the total recovery any costs and expenses CO-LEAD COUNSEL incur on CLIENT's behalf; and (3) disburse the remainder of CLIENT's share of the total recovery to CLIENT. Any payment or reimbursement owed or costs and expenses that CO-LEAD COUNSEL receives from another party, as a result of a court ruling or otherwise, will be credited against the amount CLIENT would otherwise owe or will be paid to CLIENT if CLIENT would not otherwise owe any such expenses. Pursuant to paragraph 1.6 above, Guerra LLP will be responsible for advancing all costs and expenses that Guerra LLP, in its sole discretion, determines to be reasonable and necessary for the representation of CLIENT.

- 2.18 If CO-LEAD COUNSEL do not obtain a recovery of money, then CLIENT will not be required to pay any expenses.
- 2.19 TEX. GOV'T. CODE § 2254.104(a): CO-LEAD COUNSEL shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract.
- 2.20 TEX. GOV'T. CODE § 2254.104(b): CO-LEAD COUNSEL shall permit the governing body or governing officer of the state governmental entity, the attorney general, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time.
- 2.21 TEX. GOV'T. CODE § 2254.104(c): On conclusion of the matter for which legal services were obtained, CO-LEAD COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows CO-LEAD COUNSEL's computation of the amount of the contingent fee and contains the final complete time and expense records required above.
- 2.22 TEX. GOV'T. CODE § 2254.104(d): All time and expense records kept in accordance with this Agreement are public information subject to required disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under TEX. GOV'T. CODE § 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of the state governmental entity determines that withholding the information is necessary to protect the entity's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosures.
- 2.23 TEX. GOV'T. CODE § 2254.105(1): Any contingency fee due hereunder is to be computed by multiplying CLIENT'S gross recovery times thirty-five (35%) percent, subject to the limitations on the amount of such fee as provided in Chapter 2254, Subchapter C of the Texas Government Code.

- 2.24 TEX. GOV'T. CODE § 2254.105(2): The contingent fee is thirty-five percent (35%) of the gross recovery regardless of whether the matter is settled, tried, or tried and appealed.
- 2.25 TEX. GOV'T. CODE § 2254.105(3): Reimbursement of expenses by Client is reimbursable from the amount recovered in the matter. The amount recovered for the purposes of the contingent fee computation is the gross recovery before reimbursable expenses are deducted.
- 2.26 TEX. GOV'T. CODE § 2254.105(4): Any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.
- 2.27 TEX. GOV'T. CODE § 2254.105(5): The amount of the contingent fee under the Agreement will be paid and limited in accordance with Subchapter C, Chapter 2254 of the Texas Government Code and other applicable sections.
- 2.28 TEX. GOV'T. CODE § 2254.106(a): The reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work shall be:

ATTORNEYS WITH 16+ YEARS OF LITIGATION EXPERIENCE	\$750.00
ATTORNEYS WITH 11 -15 YEARS OF LITIGATION EXPERIENCE	\$500.00
ATTORNEYS WITH 4 -10 YEARS OF LITIGATION EXPERIENCE	\$350.00
ATTORNEYS WITH 1-3 YEARS OF LITIGATION EXPERIENCE	\$150.00
LAW CLERKS	\$65.00
PARALEGALS AND LEGAL ASSISTANTS	\$50.00

- 2.29 TEX. GOV'T. CODE § 2254.106(b): "Base Fee" shall be calculated as follows: For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm,

(a) multiply:

- (1) the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the contract, times the
- (2) reasonable hourly rate for the work performed by that attorney, law clerk, or paralegal,

(b) add the resulting amounts to obtain the Base Fee.

The computation of the Base Fee may not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

- 2.30 TEX. GOV'T. CODE § 2254.106(c): Based on the expected difficulties in performing the contract, the amount of expenses expected to be risked by GUERRA LLP, the expected risk of no recovery, and any expected long delay in recovery, a reasonable multiplier of any fee payable by CLIENT is **four (4).**
- 2.31 TEX. GOV'T. CODE § 2254.106(d): Computation of the Contingent Fee. In no event shall the Contingent Fee payable hereunder exceed the lesser of either:
  - (a) The Base Fee multiplied by four (4); or
  - (b) 35% of the Amount Recovered.
- 2.32 TEX. GOV'T. CODE § 2254.106(g): The requirements of TEX. GOV'T. CODE § 2254.106 shall be applicable to each individual recovery that actually exceeds \$100,000.
- 2.33 TEX. GOV'T. CODE § 2254.108: Payment of fees and expenses are subject to limitations established by TEX. GOV'T. CODE § 2254.108.

### **C. Other Provisions**

- 3.1 This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting same. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision will be modified to conform to such laws, and the balance of this Agreement will remain in full force and effect. Each waiver in this Agreement is subject to the overriding and governing rule that it will be effective only if and to the extent that (1) it is not prohibited by applicable law and (2) applicable law neither provides for nor allows any material sanctions to be imposed against a party for having bargained for and obtaining it. This Agreement is the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings in connection with the subject matter of this Agreement. The Parties may by mutual agreement amend or supplement this Agreement at any time and from time to time; provided that that they must do so in writing, and such writing must be approved by CLIENT's Board of Trustees and signed by CLIENT's Board President and CO-LEAD COUNSEL.
- 3.2 The term of this Agreement begins upon date it is executed by the parties and continues until the Representation is concluded. This Agreement shall be of no force or effect until approved by the Texas Office of the Attorney General.

- 3.3 CO-LEAD COUNSEL represents and warrants that they carry professional liability insurance in the following amounts:

GUERRA LLP: \$10,000,000/\$10,000,000 (PER CLAIM/AGGREGATE)  
JCA Law, PLLC: \$1,000,000/\$2,000,000 (PER CLAIM/AGGREGATE)

Such insurance will cover all services rendered by or on behalf of CO-LEAD COUNSEL under this Agreement.

- 3.4 CO-LEAD COUNSEL agrees to fully indemnify, defend and hold harmless the CLIENT for and from any cost or expense arising from or related to the Representation including, but not limited to, counter-claims, judgments, fines, fees, penalties, awards, or attorney's fees ordered, imposed on or assessed against CLIENT arising from or related to the Representation covered by this Agreement.
- 3.5 This Agreement shall be governed and interpreted under Texas substantive law and exclusive venue and jurisdiction of any lawsuit or claim arising out of or relating to this Agreement shall lie in Bexar County, Texas.
- 3.6 The parties affirmatively verify that: (i) consistent with Section 271.002 of the Texas Government Code CO-LEAD COUNSEL do not boycott Israel and will not boycott Israel during the term of the contract; (ii) have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association ("SB 19"); or (iii) boycott energy companies ("SB 13")
- 3.7 Termination Provisions. CLIENT shall have the right to terminate this Agreement at any time, with or without cause, upon written notice with such termination being effective upon delivery of notice. If this Agreement is terminated by CLIENT, for any reason other than CO-LEAD COUNSEL's material breach of the provisions of this Agreement, CLIENT will be obligated to pay CO-LEAD COUNSEL out of any recovery a reasonable attorney's fee on a quantum meruit basis for all services provided. If there is no recovery, or the recovery is insufficient to reimburse CO-LEAD COUNSEL in full for costs and expenses or pay a reasonable attorney fee, CO-LEAD COUNSEL shall bear the loss. No expenses or fees incurred after CLIENT has terminated this Agreement shall be eligible for reimbursement or payment. CO-LEAD COUNSEL shall submit a summary of its expenses incurred in the prosecution of claims under this Agreement within thirty (30) days of termination. If this Agreement is terminated by CLIENT due to CO-LEAD COUNSEL's material breach of the provisions of this Agreement, then CO-LEAD COUNSEL waives any right to recover its attorney fees, cost, or expenses of any nature whatsoever or incurred for any reason.
- 3.8 Pursuant to Section 81.079 of the Texas Government Code, we provide the following notification and information to CLIENT: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

Signed, accepted, and agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Francisco Guerra, IV.  
Guerra LLP

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Juan J. Cruz  
JCA Law, PLLC

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Raymond Tijerina  
Board President  
South San Antonio ISD

## ATTACHMENT A

The following is a schedule of publicly available documents that are incorporated herein by reference. Such documents have been accessed and reviewed by CLIENT at the following link: <https://tinyurl.com/4jumrcpu> prior to CLIENT signing this Agreement.

### Incorporated Documents:

School District Master Complaint:	MDL ECF 729
Order Appointing Court Appointed Leadership for Plaintiffs	MDL ECF 75
Order Appointing School District Court Appointed Leadership	MDL ECF 451
Revised Order Appointing “Court Appointed Leadership for Plaintiffs”	MDL ECF 82
MDL Common Benefit Order	MDL ECF 190
Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss the School District and Local Government Entities’ Master Complaint	MDL ECF 1267
Order Granting in Part and Denying in Part Defendants’ Motion to Dismiss the School District and Local Government Entities’ Master Complaint [allowing School Districts’ public nuisance Claims to proceed in a majority of states]	MDL ECF 1332

## ATTACHMENT B

### SAMPLE SETTLEMENT STATEMENT ILLUSTRATION FOR EXAMPLE ONLY - ACTUAL FINAL VALUES (if any) WILL VARY SCHOOL DISTRICT VS. SOCIAL MEDIA COMPANIES

GROSS RECOVERY:	\$100,000.00
TOTAL ATTORNEY'S FEES 35%	- \$35,000.00

#### TOTAL ATTORNEYS FEES DIVIDIED AMONG FIRMS AS FOLLOWS:

COURT APPOINTED LEADERSHIP FOR PLAINTIFFS' FEES also known as Common Benefit Fees (8% of the gross recovery)	\$8,000.00
GUERRA LLP FEES (50% of fees after common benefit fee deduction)	\$13,500.00
JCA Law PLLC FEES (50% of fees after common benefit fee deduction)	\$13,500.00

#### EXPENSES

##### TOTAL EXPENSES BROKEN DOWN AS FOLLOWS:

GUERRA LLP & JCA LAW PLLC REIMBURSABLE EXPENSES:	\$800.00
GUERRA LLP & JCA LAW PLLC SHARED EXPENSES (Pro Rata):	\$200.00
MDL COURT APPOINTED LEADERSHIP FOR PLAINTIFFS (2% of Gross recovery)	\$2,000.00
TOTAL EXPENSES	- \$3,000.00

SCHOOL DISTRICT NET RECOVERY:	\$62,000.00
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At the end of the contingent fee case, a settlement statement will be generated by CO-LEAD COUNSEL for CLIENT to account for the financial aspects of the case. This example is NOT intended as a representation of what the ultimate outcome of the case will be, but rather is furnished for the sole purpose of illustrating how the attorneys' fee and expense provisions of this contract are intended to function to aid in the Client's understanding.

This model assumes the Common Benefit Fees for the Court Appointed Leadership for Plaintiffs are not adjusted in the future by the Courts. In the event Common Benefit Fees are adjusted in the future, the total attorneys' fees will not change, but rather the law firms' shares of fees will be adjusted.

This model assumes the Common Benefit Expenses for the Court Appointed Leadership for Plaintiffs are not adjusted in the future by the Courts.