

SOCIAL MEDIA ADDICTION



NATIONAL SOCIAL MEDIA LITIGATION TEAM

**OUR YOUTH ARE
FACING A
MENTAL HEALTH
CRISIS CAUSED BY
SOCIAL MEDIA
COMPANIES**

Our nation's youth have become addicted to social media, resulting in a major mental health crisis.

WHO IS RESPONSIBLE?

Social media companies like Meta (Facebook and Instagram), Tik Tok, Snapchat and YouTube/Google.

Everything about these products—from inadequate age verification measures, insufficient parental controls, endless scrolling, constant notifications, and targeted algorithms—have been designed to addict teen and adolescent users.

These companies are fueled by their own greed and have put profits over the safety of our youth.

As a result, children across the country are suffering mental and physical harms.

NATIONAL SOCIAL MEDIA LITIGATION TEAM

This consortium was formed to work jointly on behalf of public entities in the investigation and prosecution of claims for damages arising out of negligence, public nuisance and other claims against social media companies like Meta (Facebook and Instagram), Tik Tok, Snapchat and YouTube/Google.

We are leaders in representing public entities in this type of litigation against major companies. Our law firms previously created the National JUUL Consortium, which collectively represented over 300 school districts and public entities that serve over 5 million students in litigation against the e-cigarette giant. We helped secure a substantial settlement agreement with JUUL that provides school districts across the country with meaningful compensation. We are now working with school districts and other government entities to hold social media companies accountable for the harms they've caused.

All the firms in our legal team are nationally recognized firms that have built a reputation on their ability and willingness to litigate complex disputes against some of the world's largest companies.

Large cases and powerful defendants are nothing new to us. We have fought and won cases against giants such as BP, Bayer, Volkswagen and Johnson & Johnson to name just a few.

We are committed to representing public entities, large and small, across the country. We will work to obtain just compensation for the mental health crisis and the costs imposed on public entities by irresponsible social media companies.

Members of our Consortium currently serve in key social media litigation leadership roles, including Co-Lead of the Judicial Council Coordination Proceedings (JCCP) in California state court, Plaintiffs' Steering Committee in the JCCP, and Plaintiffs' Leadership Committee in the Social Media Addiction/Personal Injury Product Liability multidistrict litigation (MDL) in federal court.

Together, our team will work with school districts across the nation as they seek to hold social media companies accountable for creating a youth mental health crisis caused by social media addiction.



Wagstaff & Cartmell



gozahonnold

TRIAL LAWYERS



**IT'S TIME THESE
SOCIAL MEDIA
GIANTS ARE HELD
ACCOUNTABLE FOR
FAILING TO PROTECT
OUR YOUNG,
VULNERABLE AND
AT-RISK CHILDREN**

WHAT IS THE PROBLEM?

Social media companies like Meta (Facebook and Instagram), Tik Tok, Snapchat and YouTube/Google knowingly put young users in harm's way to generate billions of dollars in profit.

They adopted targeted algorithms to collect adolescent users' data unethically; used addictive psychological tactics to increase adolescent and teen usage; and feature inefficient controls to help parents exercise their rights and duties to monitor and limit their children's use.

As a result, our children are becoming addicted to social media, resulting in mental and physical injuries like anxiety, depression, eating disorders, body dysmorphia, suicidal ideation, self-harm, and even death.

TARGETED ALGORITHMS

Meta, Snap, TikTok and YouTube/Google are considered to be some of the largest information technology companies in the world.

Meta, for example, generated \$69.7 billion from advertising in 2019, more than 98% of its total revenue for the year.¹ In other words, Meta makes billions of dollars marketing its adolescent user base—along with detailed data on their likes and interests—to advertisers to increase its profits.

These companies use advanced computer rules and processes to collect and analyze users' data. This information is used to assemble virtual files on their users, covering hundreds if not thousands of user-specific data segments. This allows advertisers to tailor advertising and designate advertising dollars to very specific categories of adolescent users.

Many of these data segments are collected by social media companies, scrutinizing each adolescent user's activity on and off the products. Youth users are not even aware of such behavioral surveillance, like navigation paths, watch time and hover time.

The larger a social media product's user database grows, the more time users spend on the database. The more detailed information the product can extract from its users, the more money it makes.

¹<https://www.wdnc.com/2020/06/30/tech/facebook-ad-business-boycott/index.html>

DESIGNED TO BE ADDICTIVE

Today's adolescents are the first generation of consumers to have grown up primarily in the digital era. They have come of age alongside social media products and massive tech companies.

According to the Pew Research Center, 92% of U.S. teens are active on social media,² with Facebook, Instagram, Tik Tok, Snapchat and YouTube/Google dominating. The research found that nearly half the teens surveyed (46%) said they are online "almost constantly"³ and 62% of 13- to 18-year-olds use social media daily.⁴

Products like Facebook, Instagram, Snapchat, TikTok, and YouTube use email, text alerts and push notifications to inform users when they receive "likes" or "mentions." When someone posts on social media and receives positive feedback, the brain releases dopamine, the body's "feel-good" hormone, rewarding the behavior.⁵ These products also contain addictive algorithms that are meticulously designed to hook adolescent users into a cycle of habitual use.

A similar brain conditioning occurs with addictive drugs. Like alcohol or drugs, people can become addicted to social media.

FAILURE TO PROTECT

These social media companies use ineffective age verification measures, easily allowing children to access their products. Parents are essentially defenseless against the tactics of these companies. These products have features that prevent parents from monitoring and limiting children's use.

In April 2021, former Facebook employee Frances Haugen revealed that the company had detailed knowledge of its negative impact on young users' mental health. Facebook and Instagram hid information from the public, driving teens' interest in their products to increase their profit and refusing to take steps to prevent harm.

² <https://www.aap.org/patient-care/mental-health/minute/social-media-and-adolescent-mental-health/>

³ <https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/>

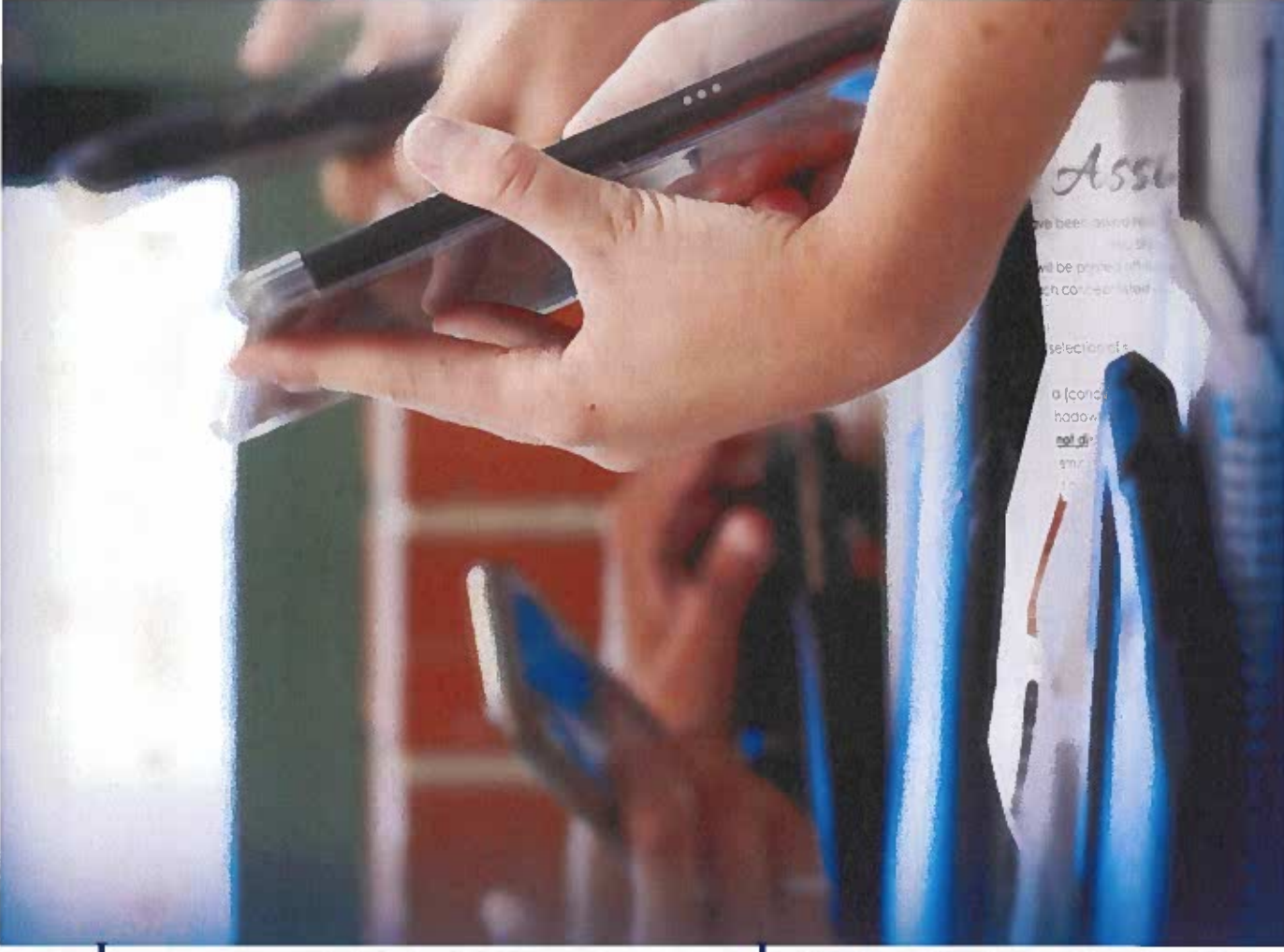
⁴ https://www.commonsensemedia.org/sites/default/files/research/report/18-18-census-integrated-report-final-web_0.pdf

⁵ <https://sin.hms.harvard.edu/flash/2018/06/dopamine-smartphones-battle-time/>

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The Surgeon General's Report on Social Media and Youth

On May 23, 2023, U.S. Surgeon General Dr. Vivek H. Murthy issued a public advisory warning of the risks of social media use to young people. In a 19-page report, Dr. Murthy noted, "there are ample indicators that social media can ... have a profound risk of harm to the mental health and well-being of children and adolescents."

The advisory warned that social media platforms are often designed to maximize user engagement, which encourages "excessive use and behavioral dysregulation." As of 2021, eighth and 10th graders now spend an average of 3.5 hours per day on social media. The advisory cited research that found adolescents who spent more than three hours per day on social media faced double the risk of experiencing poor mental health outcomes, including symptoms of depression and anxiety. This amount of social media exposure can "perpetuate body dissatisfaction, disordered eating behaviors, social comparison, and low self-esteem, especially amongst adolescent girls."

Excessive and problematic social media use, such as compulsive or uncontrollable use, has also been linked to sleep problems, attention problems, and feelings of exclusion among adolescents. The advisory warned that this frequent and problematic social media use can result in changes to adolescents' brain structure, similar to changes seen in individuals with substance use or gambling addiction.

The surgeon general cautioned, "At a moment when we are experiencing a national youth mental health crisis, now is the time to act swiftly and decisively to protect children and adolescents from risk of harm." He called on policymakers, tech companies, researchers, and parents to "urgently take action" to protect youth against these potential risks.

SOCIAL MEDIA AND YOUTH MENTAL HEALTH

THE U.S. SURGEON GENERAL'S ADVISORY

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“God only knows what it’s doing to our children’s brains. The thought process that went into building these applications, Facebook being the first of them, ... was all about: ‘How do we consume as much of your time and conscious attention as possible?’ And that means that we need to sort of give you a little dopamine hit every once in a while, because someone liked or commented on a photo or a post or whatever. And that’s going to get you to contribute more content, and that’s going to get you ... more likes and comments. It’s a social-validation feedback loop ... exactly the kind of thing that a hacker like myself would come up with, because you’re exploiting a vulnerability in human psychology. The inventors, creators – it’s me, it’s Mark [Zuckerberg], it’s Kevin Systrom on Instagram, it’s all of these people – understood this consciously. And we did it anyway.”

- Sean Parker, Facebook Founding President

THE LAWSUITS

Social media has invaded school districts across the nation and placed severe burdens on school administrators as they work to find ways to educate students on the dangers of social media addiction and keep it from disrupting the learning environment. Social media addiction and the resulting mental health crisis have forced schools to:

- Hire additional mental health professionals
- Develop lesson plans on social media harms
- Provide more training for educators, staff and the community
- Address property damage caused by mentally anguished students
- Increase disciplinary measures
- Address bullying, harassment and threats
- Confiscate electronic devices
- Notify parents and guardians of students’ behavioral issues and attendance
- Investigate and respond to threats made over social media
- Update student handbooks and school policies

Many schools have diverted educational resources to crack down on the mental health crisis caused by social media addiction. School districts already have limited funds and should not have to allocate budget money for educational campaigns, prevention and treatment of social media harms. The mental health issues students face include:

- Anxiety
 - Depression
 - Eating disorders (anorexia, bulimia, binge eating, etc.)
 - Body dysmorphia (obsessive focus on a perceived flaw in appearance)
 - ADD/ADHD
 - Lack of focus, inability to concentrate
 - Self-harm, thoughts of self-harm
 - Suicide, attempted suicide, suicide ideation
- The law affords school districts the opportunity to hold social media companies responsible for the damage they cause to our children.

THE LAWSUITS

Social media companies can be held responsible for past and future expenses for school districts dealing with the effects of their students' social media addictions.

The lawsuits against social media companies request damages to provide relief from the districts' financial losses as a result of arranging outreach and education programs regarding social media harms and hiring additional mental health professionals. The lawsuits also seek an abatement remedy to combat our youth's mental health crisis due to social media addiction.

School districts do not have to pay anything upfront. The law firms handling the cases will front the expenses in the litigation. The school districts would only be required to pay expenses if the law firms obtain a recovery on the school districts' behalf. If the action is not successful, no legal fees are owed.

Many districts across the nation are struggling to protect their students from the mental and physical injuries caused by social media addiction.

Social media companies must be held accountable for creating this widespread mental health crisis among our youth.



OUR LEGAL TEAM



Founded in 1997 when Tom Wagstaff and Tom Cartmell left a large Kansas City firm to form a Wagstaff & Cartmell boutique, the original vision of Wagstaff and Cartmell was to be a premier trial firm representing both plaintiffs and defendants in complex cases.

Now with 33 attorneys and over 40 supporting staff members, the firm's lawyers appear in cases nationwide, including in multidistrict litigation, class actions, and mass tort cases. The firm has lawyers licensed in California, Missouri, Kansas, Colorado, Utah, the District of Columbia, and numerous federal district and appellate courts, including the U.S. Supreme Court.

Wagstaff & Cartmell attorneys have frequently been appointed to senior leadership positions in national multidistrict litigation, state court consolidations, and class actions. In multidistrict litigation against social media companies, the firm represents dozens of adolescents in numerous states across the nation. Tom and Jon have been extensively involved in the social media litigation from the outset, including serving on the JCCP Plaintiffs' Steering Committee.



Tom Cartmell



Jon Kleffer

OUR LEGAL TEAM



Founded in 1979, Beasley Allen Law Firm is a leader in complex plaintiff litigation nationwide. We work with attorneys and clients across the country and have offices located in Atlanta, Georgia, Dallas, Texas, Mobile, Alabama, and Montgomery, Alabama.

Our award-winning attorneys live by our creed of "helping those who need it most."

Beasley Allen lawyers currently hold key leadership in the social media litigation, including being appointed as Co-Lead of the JCCP in California state court and on the Plaintiffs' Leadership Committee in the Social Media Addition/Personal Injury Product Liability MDL.

Joseph VanZandt served on the Plaintiffs' Steering Committee in the national JUUL MDL. He was recognized as a Business Insider "Rising Star of the Courtroom: 15 Great Litigators of the Future" in 2022 and a Law360 Rising Star in 2020. He was also selected to the Super Lawyers "Rising Stars" list in 2021 and 2022 and to the National Trial Lawyers Association's Top 40 Under 40 for Civil Plaintiffs in 2019.

Davis Vaughn was heavily involved in the national JUUL MDL, assisting the Trial, Law & Briefing, Bellwether, Expert, and Discovery Committees with all aspects of case workup, discovery, and trial preparation. He is a member of the Alabama State Bar and American Association for Justice. Davis was selected to the National Trial Lawyers Association's Top 40 Under 40 for Civil Plaintiffs in 2022.



Joseph VanZandt



Davis Vaughn



Kirk is a Fellow in the American College of Trial Lawyers, a member of the American Board of Trial Advocates, and a Fellow in the International Academy of Trial Lawyers.

Brad has served in numerous leadership positions on a number of successful MDLs. Brad served on the Plaintiffs' Steering Committee of the JUUL MDL.

Kirk and Brad have been extensively involved in the social media litigation from the outset, including serving on the JCCP Plaintiffs' Steering Committee.



Kirk Goza



Bradley Honnold



FOR MORE INFORMATION:



Wagstaff & Cartmell

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www.wagstaffcartmell.com

One of our dedicated lawyers will personally meet with you to review your case, for free.

Social Media School District Litigation: **Introduction and Frequently Asked Questions**

Social media companies, like Facebook, Instagram, TikTok, Snapchat, and YouTube, have infiltrated our communities and become a fixture in the lives of our children. These social media products have become ubiquitous — we see children constantly using these products in our homes and in our schools. National surveys show that a significant percentage of high school and middle school students regularly use social media, often to the point of developing severe addiction to the products. Our investigation has revealed that social media companies engaged in deceptive practices by designing and promoting their products to attract and addict children. Everything about these products—from inadequate age verification measures, insufficient parental controls, endless scrolling, constant notifications, and targeted algorithms—have been designed to addict teen and adolescent users.

Due to the conduct of these social media companies, a new generation of children are suffering from addiction and other related mental health issues, which has uniquely impacted schools and forced them to incur a multitude of costs to address this problem. With schools now facing the challenge to remedy and abate the situation, Wagstaff Cartmell has teamed up with a national coalition of firms to represent school districts and public entities combatting the youth mental health crisis, caused by social media companies. The national law firm coalition includes:

- **Wagstaff & Cartmell** – Kansas City (www.wagstaffcartmell.com)
- **Beasley Allen** – Atlanta | Montgomery | Dallas | Mobile (www.beasleyallen.com)
- **Goza & Honnold** – Kansas City (www.gohonlaw.com)

Each of these firms are committed to protecting public health and have built reputations on their ability and willingness to litigate complex disputes, against some of the world’s largest companies. Currently, members from each of these firms serve in key court-appointed leadership roles in the national litigation against JUUL, the e-cigarette manufacturer responsible for creating a youth vaping epidemic among school campuses. We were successful in our pursuit to hold JUUL accountable, as JUUL recently entered into a substantial settlement agreement to compensate school districts and help abate the problems caused by the e-cigarette epidemic.

Our firms similarly believe that social media companies should be held accountable for the mental health crisis impacting our nation’s youth. We welcome the opportunity to discuss these important issues with your organization and its members, and hope that you will consider joining this effort on behalf of public education and the welfare of our children. Below, we have provided responses to some frequently asked questions. If you have additional questions or would like additional information, please contact Jon Kieffer or Austin Brane via email at jkieffer@wcllp.com and abrane@wcllp.com or by phone at 816-701-1100.

Frequently Asked Questions

How will filing a lawsuit against social media companies benefit your school district?

Suing social media companies gives school districts the opportunity to recover financial reimbursement for the expenses the districts have incurred because of the youth mental health crisis. Some schools have spent thousands of dollars, countless hours, and other precious resources to implement or adjust their methods of policing, discipline, and helping addicted students who constantly use social media products on school property. Even if your school district has not expended substantial funds to deal with this problem, investigating claims and potentially filing a lawsuit can help a school obtain future damages to fund necessary steps to deal with the social media-caused mental health crisis in your schools.

Beyond the opportunity for financial recovery, school district participation in this litigation is critical. Social media companies have targeted our children with addictive and harmful products that feature no warnings or instructions for safe usage. School districts have been especially impacted and are in a unique position to take a stand against this conduct. School districts joining this litigation will play a pivotal role in holding social media companies accountable and sending the message to these companies that profits should not be gained at the expense of children's health and safety. We believe social media companies should pay and provide schools with resources to fight this mental health crisis on the front lines.

What are the financial costs/risks for school districts participating in this litigation?

Wagstaff Cartmell works on a contingency fee basis, meaning school districts are not required to pay any legal fees or expenses unless, and until, Wagstaff Cartmell recovers compensation on behalf of the school district. Wagstaff Cartmell will front all expenses associated with pursuing a claim. If Wagstaff Cartmell recovers compensation on behalf of the school district, Wagstaff Cartmell will be reimbursed for expenses out of the amount of the recovery. If the case is not successful – meaning that the school district does not recover compensation for its claim – the school district will not owe Wagstaff Cartmell for any legal fees or expenses.

What legal claims do school districts have against social media companies?

Cases against social media companies involving school districts are based on a cause of action known as "public nuisance." Public nuisance claims allow both government and private entities to hold companies liable for unique damages incurred as a result of the companies' conduct. This cause of action has been successfully utilized by government and private entities to redress several similar public health epidemics, most notably the JUUL e-cigarette epidemic, current opioid crisis, and the original tobacco litigation in the 90s. Social media companies have caused a youth mental health crisis that has significantly impacted schools. Utilizing the public nuisance liability theory allows school districts to hold social media companies accountable for its conduct and the damage caused.

Where will the litigation take place and how will it proceed?

Hundreds of personal injury lawsuits have been filed in federal courts against social media companies by individuals and school districts. Because several of the social media companies are headquartered in California, there is also an active California consolidated state court litigation called the “JCCP”, which contains additional lawsuits against these companies. The federal court system has consolidated the cases in a Multi-District Litigation (“MDL”) in front of Judge Yvonne Gonzalez Rogers in the Northern District of California (Oakland Division). Judge Gonzalez Rogers will manage discovery, pre-trial briefing, and other issues common to all cases. Judge Gonzalez Rogers may also try several test, or “bellwether,” cases in the MDL. Once the MDL work is complete, each case will be sent back to a federal district court in the school district’s state for individual trials, unless there is pre-trial settlement.

Wagstaff and Cartmell lawyer Tom Cartmell has been appointed to the Plaintiff Steering Committee in the JCCP. Tom Cartmell and Wagstaff Cartmell lawyer Jon Kieffer have been appointed to multiple committees, including discovery and expert witness committees. In this capacity, Wagstaff Cartmell and its lawyers are uniquely situated to help guide and prosecute school district lawsuits against these social media companies.

How much of the school district’s time and resources will be required?

This is difficult to predict with certainty, but we anticipate minimal inconvenience and interruption. We understand that your school administrators are extremely busy, so we vow to do everything we can to make this process as efficient as possible. Because your district’s case would be consolidated in the MDL for pre-trial coordination, most of the litigation efforts will focus on issues common to all litigants. There will be some case-specific discovery in the MDL, but that would be mostly in the form of written discovery and document production. Within 2-3 months of filing a case, a school district would complete a written “Plaintiff Fact Sheet” and would provide basic supporting documentation to gather basic information about the school’s claim. We will work with school district administrators to obtain the necessary information and documents as efficiently and conveniently as possible.

If a school district’s case is selected for trial, more in-depth discovery would occur in the form of depositions of key administrators. However, given the expected large number of cases filed in MDL, the number of cases selected for more in-depth discovery and trials is usually relatively small.



FERRARA FIORENZA PC

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**NOT FOR SERVICE OF PROCESS*

STJOHNS@FERRARAFIRM.COM

August 15, 2023

Via Email Only kkendall@ogdensburgk12.org

Kevin Kendall, Superintendent of Schools

Ogdensburg City School District

1100 State Street

Ogdensburg, New York 13669

Re: Participation in Social Media Lawsuit

Dear Kevin,

I am writing to advise of an opportunity for the School District to join a pending lawsuit commenced against social media companies, including Meta (Facebook and Instagram), Tik Tok, Snapchat and YouTube/Google, on behalf of school districts nationwide (the "Lawsuit"). The Lawsuit was commenced in the Northern District of California Federal District Court as a "mass tort"¹ lawsuit.

For reference, this is the same type of lawsuit which our office recommended our School District clients file against Juul Labs, Inc. and Altria addressing the vaping epidemic. That litigation resulted in settlements for schools totaling \$650 million from Juul Labs, Inc. and \$235 million from Altria. Ferrara Fiorenza clients were successful in those settlements, recovering against both Juul Labs, Inc. and Altria.

The basis of this social media Lawsuit is that social media has placed severe burdens on school administrators as they work to find ways to educate students on the dangers of social media addiction, address mental health issues, and keep social media from disrupting the learning environment. The Lawsuit seeks to shift damages related to social media use from taxpayers to the companies responsible for those damages.

We have reviewed the Lawsuit and determined that there is no financial risk to school districts participating in the Lawsuit since it is being handled on a contingency fee basis. This means schools are not responsible for paying fees or costs associated with the Lawsuit unless they receive some monetary compensation. As with the Juul and Altria case, we anticipate the School District's case would be consolidated for pre-trial coordination with hundreds of other

¹ A "mass tort" lawsuit is a subtype of civil lawsuit where many distinct, individual plaintiffs file against a single defendant or a number of defendants. Mass tort lawsuits are different from class-action lawsuits in that a mass tort lawsuit treats each individual plaintiff as a separate plaintiff as opposed to class action lawsuits that treat a member of a larger lawsuit.

Kevin Kendall, Superintendent of Schools

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school/BOCES cases; most of the litigation efforts will focus on issues common to all litigants. As with any lawsuit, there is a possibility that it results in no financial recovery.

If the School District wishes to join, please let us know as soon as possible. As summarized below, the Board will need to adopt the enclosed resolution authorizing participation, and you will need to execute the enclosed contingency fee agreement. Our firm will serve as co-counsel to Wagstaff & Cartmell, LLP, and will provide the School District updates on the Lawsuit's status and any potential settlement options.

Below is a summary of the Lawsuit, the School District's potential role in the Lawsuit, and information regarding the contingency fee.

The Lawsuit

The Lawsuit alleges that social media addiction and the resulting mental health crisis have forced schools to:

- Hire additional mental health professionals;
- Develop lesson plans on social media harms;
- Provide more training for educators, staff and the community;
- Address property damage caused by mentally anguished students;
- Increase disciplinary measures;
- Address bullying, harassment and threats;
- Confiscate electronic devices;
- Notify parents and guardians of students' behavioral issues and attendance;
- Investigate and respond to threats made over social media; and
- Update student handbooks and school policies.

The Lawsuit further alleges that many schools have diverted educational resources to crack down on the mental health crisis caused by social media addiction. It describes that school districts already have limited funds and should not have to allocate money from their annual budget for educational campaigns and the prevention and treatment of social media harms. The Lawsuit alleges that social media contributes to student mental health issues, including: anxiety, depression, eating disorders (anorexia, bulimia, binge eating, etc.), body dysmorphia (obsessive focus on a perceived flaw in appearance), ADD/ADHD, lack of focus, inability to concentrate, self-harm, thoughts of self-harm, suicide, attempted suicide, suicide ideation, etc.

Schools participating in the Lawsuit request damages to provide relief from financial losses incurred as a result of arranging outreach and education programs regarding social media harms and hiring additional mental health professionals. The Lawsuit is currently in the beginning stages, and no trial date has been set. For the Juul mass tort action, school districts that joined early in the litigation received more favorable settlement allocations than school districts who joined later. Given the possibility the Court may take the same approach here, Wagstaff & Cartmell, LLP has recommended that interested school districts not wait to join.

How Much of the School District's Time and Resources Will be Required?

Kevin Kendall, Superintendent of Schools
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We further expect that there will be some case-specific discovery, but that would be in the form of written discovery and document production. Within 2-3 months of filing a case, a school district would complete a written "Plaintiff Fact Sheet" and would provide basic supporting documentation to gather basic information about the school's claim. We would work with school district administrators to obtain the necessary information and documents as efficiently and conveniently as possible.

Contingency Fee

Wagstaff & Cartmell, LLP's fee is being paid from any recovery or settlement. Wagstaff & Cartmell, LLP's contingency fee would be 33% of the School District's monetary recovery. Also, the School District would not be responsible for paying our firm for our assistance with the Lawsuit. We have negotiated with Wagstaff & Cartmell, LLP for our fees to be paid out of the contingency fee assigned to Wagstaff & Cartmell, LLP.

Given there does not appear to be any financial risk to the School District and limited time commitment to participate in the Lawsuit, and in light of the possibility that social media related costs be shifted from taxpayers to the companies responsible for those costs, we recommend joining the lawsuit. If the School District is in agreement, please let me know as soon as possible. The School District will need to complete the following steps to join the lawsuit:


1. **Board Resolution.** The Board must pass the enclosed resolution and the executed resolution must be emailed to asalkic@ferrarafirm.com.
2. **Contingency Fee Agreement.** After the resolution is passed, you must execute the enclosed contingency fee agreement and email it to asalkic@ferrarafirm.com. If you have any questions regarding the agreement, please do not hesitate to call me.

I am available to discuss any questions you may have about the Lawsuit, and the possibility of the School District joining the Lawsuit.

Once you have had the opportunity to review these materials, please do not hesitate to contact me with any questions.

Very truly yours,

Ferrara Fiorenza PC



Susan T. Johns

Enclosures

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

The Attorney-Client Engagement Agreement (“Agreement”) is entered into by and between Ogdensburg City School District (“Client” or “District”) and Wagstaff & Cartmell, LLP and its co-counsel Beasley Allen Crow Methvin Portis & Miles, P.C., Goza & Honnold, LLC, Kirton McConkie PC, and Ferrara Fiorenza PC (“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. SCOPE

Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with social media litigation, including against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as well as other defendants Attorneys determine appropriate and in the best interests of Client (“Action”).

3. DUTIES AND RESPONSIBILITIES OF PARTIES

All professional work performed under this Agreement shall be performed by Attorneys in accordance with existing professional standards. Attorneys shall exert their best efforts and use their best judgment in review and analysis and preparation of opinions and memoranda and representation in such proceedings. Client will cooperate with Attorneys and their representatives at all times and comply with all reasonable requests of Attorneys in the prosecution of this matter on a timely basis. Client agrees to be truthful at all times with Attorneys, to provide whatever information is necessary (in the Attorneys’ estimation) in a timely and competent manner, and to provide immediate information as to any change in Client’s status which may have any impact on the prosecution of the Action. At the end of this Agreement Client shall designate a “District Representative” as the authorized representative to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement.

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. 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

- a. Client will pay Attorneys’ fees (“Attorneys’ Fees”) of:
 - i. For any monetary settlement or recovery, or any non-monetary recovery, that Attorneys obtain for Client, Attorneys shall be entitled to thirty-three percent (33%), including thirty-three percent (33%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants. However, if money recovered from defendants is less than thirty-three percent (33%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from defendants.

ii. Client understands and acknowledges that Attorneys are co-counsel in this Action and are entitled to share in the Attorneys' Fees. Client understands that this Agreement will not increase the total amount of attorneys' fees owed to Attorneys by Client. Client understands and acknowledges that the Attorneys' Fees will be shared as follows:

1. Wagstaff & Cartmell, LLP	21%
2. Beasley Allen Crow Methvin Portis & Miles, P.C.	21%
3. Goza & Honnold, LLC	21%
4. Kirton McConkie, P.C.	12% ¹
5. Ferrara Fiorenza, P.C.	25% ²

- b. For determining the Attorneys' Fees as outlined in paragraph 5(a), the date of recovery shall be the date that monies are paid or non-monetary value conveyed by defendants as a result of the Action, whether through settlement, judgment, or other means, rather than the date such monies are promised, agreed, or ordered to be paid.
- c. Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.
- d. The contingent fee is calculated as a percent of any settlement or recovery prior to the deduction of any expense or cost, i.e., the "Gross Recovery," unless prohibited by law or Court rule. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services included in the Gross Recovery, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.
- e. The Gross Recovery shall include, without limitation, any monetary payments, or the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District, agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Action, whether by settlement, 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.
- f. If, by judgment, there is *no* monetary recovery and District receives nonmonetary or "in kind" relief, Attorneys acknowledge that District is not obligated to pay Attorneys' Fees from public funds for the value of the in kind relief. In the event of in kind relief by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered attorneys' fees.
- g. District agrees the defendants shall pay all attorneys' fees in a settlement that includes only nonmonetary relief. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and Client agrees to make a good faith effort to include attorneys' fees for Attorneys as part of the terms of any settlement or resolution of the Action.

¹ In the event that MDL or State Court coordinated proceedings result in the assessment of common benefit or similar fees, and, notwithstanding Section 6, those fees are ordered to be paid from the Attorneys' Fees, this fee percentage will be calculated net of those common benefit or similar fees.

² In the event that MDL or State Court coordinated proceedings result in the assessment of common benefit or similar fees, and, notwithstanding Section 6, those fees are ordered to be paid from the Attorneys' Fees, this fee percentage will be calculated net of those common benefit or similar fees.

6. FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS

- a. In the event there is a Court ordered assessment or agreement for fees and costs required to be paid to any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, which typically ranges from 6% to 10% of the gross proceeds, any such assessment will be paid from Client's share of any recovery proceeds as part of the costs and expenses advanced, unless otherwise ordered by the Court or prohibited by law or Court rules. At this time, Attorneys cannot determine what Court ordered assessment, if any, will be paid to an MDL or to a State Court coordinated proceeding.
- b. District understands that additional Attorneys' Fees and/or litigation expense reimbursement(s) may be received by Attorneys from common benefit fund(s) or plaintiff's steering committee discretionary funds from an MDL or State Court coordinated proceeding, Attorneys' representation of other claimants in this litigation, or from other sources. District agrees and understands that the Attorneys' Fees set forth above in Section 5 shall be recoverable to Attorneys in addition to and notwithstanding such other fees, and that Attorneys' Fees are calculated prior to the assessment of any Court ordered assessment, i.e., from the Gross Recovery.

7. SETTLEMENT

Client has the authority to accept or reject any final settlement amount after receiving the advice of Attorneys. District understands settlements are a "compromise" of its claim, and that Attorneys' Fees, as outlined in Section 5 above, apply to settlements. For example, if a settlement is reached, and includes future or structured payments, Attorneys' Fees shall include its contingent portion of those future or structured payments.

8. ASSOCIATE COUNSEL

- a. District agrees that Attorneys may, in their discretion, employ associate counsel to assist in prosecuting District's claim, and District agrees to the participation of any lawyers that Attorneys may choose to involve in District's case. With the exceptions set forth below, payment of Attorneys' Fees to any such additional counsel will be the responsibility of Attorneys and will not increase the total Attorneys' Fees to be paid by District. Appropriate costs and expenses incurred by any such additional counsel on District's behalf, however, will be chargeable to District on the same terms (set out in this Agreement) as costs and expenses incurred on District's behalf by Attorneys.
- b. In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting District's claim for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection and District seeks bankruptcy counsel that affects District's claim; or a complex, group settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary. District understands that Attorneys do not specialize in these areas of the law and agrees that Attorneys may retain such special outside counsel to represent District when Attorneys deem such assistance to be reasonably necessary. District understands that the fees for such counsel will be deducted from District's share of the recovery.

9. 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 or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliate with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed

thirty-three (33%) of the Gross Recovery as defined herein.

10. 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 from defendants in this litigation. Under no circumstances shall Client's own funds be obligated to satisfy the Attorneys' Fees as a result of the Action or this Agreement.

11. COSTS AND EXPENSES

In addition to paying Attorneys' Fees, Client shall reimburse Attorneys for all "costs/expenses," which include but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, travel expenses, and other similar items incurred by Attorneys. 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, unless prohibited by law or Court rule. If there is no recovery, Client will not be required to reimburse Attorneys for costs/expenses. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for any costs/expenses above and beyond the recovery.

12. SHARED EXPENSES

Client understands that Attorneys may incur certain 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.

13. DISBURSEMENT OF PROCEEDS TO CLIENT

- a. The proceeds of any settlement, judgment or recovery on District's behalf under the terms of this Agreement shall be disbursed to District as soon as reasonably practicable after receipt by Attorneys. At the time of disbursement of any proceeds recovered on District's behalf under the terms of this Agreement, District will be provided with a detailed disbursement sheet reflecting the method by which Attorneys' Fees have been calculated and the expenses of litigation which are due to Attorneys from such proceeds. Attorneys are authorized to retain out of any monies that may come into their hands by reason of its representation of District the fees, costs, expenses and disbursements to which they are entitled as determined in this Agreement.
- b. It is possible that payment to the Client by the adverse parties to the Action 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 Attorneys' Fees will be paid out of the initial payment if there are sufficient funds to satisfy the Attorneys' Fees. If there are insufficient funds to pay the Attorneys' Fees in full from the initial payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

14. LIEN

In the event any third-party attempts to lien any proceeds recovered in this Action, Client hereby grants, and agrees, to the extent permitted by law or Court rule, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from defendants in the Action in the amount of the Attorneys' Fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from defendants and in no way affects any other rights of Client in any way whatsoever.

15. DURATION

This Agreement shall cover the period from date of execution until the termination of the Action or termination of the legal services rendered hereunder, whichever is sooner. This Agreement may be terminated by District upon at least 10-days' notice, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by District against the defendant(s) subsequent to termination, Attorneys shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to its work prior to termination. In the event of termination of this Agreement for any reason, Attorneys shall immediately return to District all materials and documents of every kind and nature, including but not limited to District documents and computer disks, relating to this Agreement and the Action. Attorneys may withdraw as District's attorneys at any time if they determine, in their sole discretion, that District's claim lacks merit or that it is not worthwhile to pursue District's claim further.

16. DISCLAIMER OF GUARANTEE

Nothing in this Agreement 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 opinion only.

17. MULTIPLE REPRESENTATIONS

District understands that Attorneys do or may represent many other individuals/entities with actual or potential claims in the Action. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, Attorneys are governed by specific rules and regulations relating to Attorneys' professional responsibility in Attorneys' representation of clients, and especially where conflicts of interest may arise from Attorneys' representation of multiple clients against the same or similar defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of District and other multiple claimants and that District nevertheless wants Attorneys to represent District, and that District consents to Attorneys' representation of others in connection with the Action. Attorneys strongly advise District, however, that District remains completely free to seek other legal advice at any time even after District signs this Agreement.

18. AGGREGATE SETTLEMENT

Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever attorneys represent 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 strengths and weaknesses of each case, the relative nature, severity and extent of injuries, 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. District authorizes Attorneys to enter into and engage in group settlement discussions and agreements which may include District's individual claims. Although District authorizes Attorneys to engage in such group settlement discussions and agreements,

District will still retain the right to approve, and Attorneys are required to obtain District's approval of, any settlement of District's case.

19. VALID PURPOSE

Client is advised that a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

20. ENTIRE AGREEMENT

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

21. SEVERANCE CLAUSE

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

22. 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 signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Signature: _____

Print Name: _____

Print Title: _____

Print Date: _____

Print Name of School District: _____ (the "Client" or "District")

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT
(the "District Representative")

Print Name: _____

Print Title: _____

Print Phone Number: _____

Print Email: _____

ACKNOWLEDGMENT OF ATTORNEYS

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Dated: _____

Tom Cartmell, Esq.
Wagstaff & Cartmell, LLP

Dated: _____

Joseph VanZandt, Esq.
Beasley Allen Crow Methvin Portis
& Miles, P.C.

Dated: _____

Kirk Goza, Esq.
Goza & Honnold, LLC

Dated: _____

Joel Wright, Esq.
Kirton McConkie PC

Dated: _____

Jeffrey Lewis, Esq.
Ferrara Fiorenza PC