**Re: Legal Services Agreement on Vaping Litigation**

Dear Utah Charter School:

We appreciate the opportunity to provide legal services to you (the “Charter School” as defined below) on this vaping litigation matter. Before we begin, we are required to define the terms of our engagement. This letter will set forth our agreement as to the scope and terms of our representation of you.

Scope of Engagement

This firm has agreed to provide you the following legal services: communication and assistance on the initial preparation of the federal litigation against Juul Labs, Inc. and related parties, with all other work related to such litigation handled by Frantz Law Group, APLC (“Frantz”), with Kirton McConkie PC (“Kirton”) not responsible for the outcome or handling of such litigation, except to the extent communication on the litigation is requested by the Charter School or Frantz Law Group, APLC. You should have a clear understanding of the legal services we will provide. If you have any question about the scope or description of our services, please contact the undersigned before signing this letter. Unless this agreement is modified in writing, any subsequent or additional matters will also be governed by this agreement. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgement and are not guarantees of any particular result. Such opinions and advice are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Personnel Assigned

Each client of Kirton McConkie PC is served by a lead attorney. The lead attorney for your matters will be Rod Andreason. You are free to request a change of your lead attorney at any time. Subject to the supervisory role of the lead attorney, your work or parts of it may be performed by other attorneys and legal assistants in the firm. Such delegation may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. At a minimum, our detailed billing statements will describe the personnel working on your matters, and the tasks each person has performed.

Attorney Fees and Costs

You will be billed as set forth in the Agreement between you and Frantz, which is attached to this Legal Services Agreement. No other charges, costs or retainers shall be charged. Note that Frantz will pay Kirton approximately 30% of the fees that they charge you for our firm’s assistance on this matter.

Utah Attorney General

 The parties recognize and agree that the Utah Attorney General has declined to participate in this litigation as of this date. In the event the Utah Attorney General decides to get involved in the litigation covered by this Agreement, the Charter School shall have the option to modify or terminate this Agreement after reasonably compensating the Attorneys for the work they have done, or will do, consistent with the Agreement between you and Frantz. Alternatively, if the Utah Attorney General is able to require the Charter School to move the litigation to his office involuntarily, then the Charter School shall not be required to compensate the Attorneys for the work done, or will do, under the terms of this Agreement.

Conflicts of Interest

We have performed a search of our firm’s attorneys and existing matters, and we are not aware of any conflict of interest in our representation of you with respect to the matters for which we have been engaged to provide legal services, except as has been disclosed to you. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations and this Engagement Letter. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

Kirton is a law firm with a broad practice representing a large and diverse client base nationally and internationally. Kirton’s clients span a wide range of matters and industries. If a Kirton client takes a position that is adverse to you, it is possible that a conflict of interest might arise that would limit Kirton’s ability to represent you. In order to be fair to all Kirton clients, you agree that you will not object to Kirton’s representation of parties with interests adverse to you, and Kirton may represent other parties, in matters that are substantially unrelated to Kirton’s services to you, and you hereby consent to any actual or potential conflict of interest arising out of such existing or future matter. This consent does not extend to any conflict that is not waivable under the Rules of Professional Conduct. In addition, Kirton agrees that the firm will not disclose or use any confidential non-public information received from you except in connection with the specific matter for which such information was provided, and you agree the actual or possible possession by Kirton of your confidential information shall not be the basis for the disqualification of Kirton from representing other parties.

We understand and agree that our representation of the Charter School does not extend to any affiliate of the Charter School, or to the representation of the Charter School’s elected officials or employees, except to the extent an elected official or Charter School employee is acting in their official capacity for the Charter School and their interests do not conflict with the Charter School’s interests. The Charter School agrees that we may represent an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to the Charter School or an affiliate of the Charter School (such as an Interlocal Agency), provided that the engagement is not prohibited by law, is not substantially related to the subject matter of any services we are providing to the Charter School currently or have provided to the Charter School in the past, and will not require disclosure of any of the Charter School’s confidential information.

Termination of Representation

You may terminate our representation of you at any time, with or without cause, by notifying us, and satisfying all payment obligations consistent with your Agreement with the Frantz Law Group, APLC. If such termination occurs, your papers and property will be returned to you promptly upon request. We may retain copies to the extent permitted by law. We are subject to the Utah Rules of Professional Conduct (the “Rules”), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. If we represent you in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. Further, subject to our ethical obligations as defined by the Rules, we reserve the right to terminate our representation of you at any time, without cause, by furnishing written notice that we are withdrawing as your counsel. If we find it necessary or advisable to so act, we would assist you as you may desire in locating other counsel, and we would make available to you such documents, pleadings, etc., from our file as you may request.

Retention of Client Files

We will maintain files related to this engagement that we, in our sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services on a particular matter, we will maintain or destroy our files in accordance with our then-existing records retention policy. During the period in which we maintain the files, you may request to examine the files and to copy documents in the files. We request that you do so within one year after the engagement ends, after which we may destroy the files in accordance with our records retention policy.

This letter will comprise our engagement agreement. Therefore, we ask that you review it carefully and then sign and return to us the Acknowledgement of Client. Please contact the undersigned promptly if you have any questions.

Thank you for entrusting your legal work to us. We look forward to serving you.

 Warmest regards,

 KIRTON McCONKIE PC

**ACKNOWLEDGMENT OF CLIENT**

 The undersigned agrees to the terms and provisions of this engagement letter.

Signature:

Print Name:

Print Title:

Print Date:

Print Name of Charter School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_