



**BOARD OF EDUCATION
REGULAR MEETING**
August 23, 2021 — 6:00 p.m.
Whitmore Lake High School
Theater



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

*Partnering with students, parents, and the community to
provide exceptional, personalized education.*

REGULAR MEETING

Monday, August 23, 2021 – 6:00 p.m.

Whitmore Lake High School Theater
7430 Whitmore Lake Rd.
Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

CALL TO THE PUBLIC

“The meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.”

BOARD CLARIFICATION

COMMITTEE REPORTS

CONSENT ITEMS

Approval of minutes from the July 26, 2021 Board of Education Regular Meeting. (Attachment 1)

Approve fund transfer of \$640,855 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$241,513 from Accounts Payable to cover the payrolls of July 15, 2021 and July 30, 2021. (Attachment 2)

NEW BUSINESS

Personnel

Motion to approve the hire of Jennifer Petzke for the new Learning Enrichment Coordinator for the 2021-2022 school year, and

to approve the hire of Cory Woodard as a full time first grade Elementary Teacher at step 7 on the WLEA MA salary scale with a hire date of July 28, 2021 and a start date of August 23, 2021.

Sale of Property

Motion to recommend the sale 0.25 acres of property adjacent to 8845 Main Street (Field 6) for an amount not less than \$25,000. Offers will be limited to cash in full with property as is and in accordance with district policies and regulations. Approval is recommended. (Attachment 3)

Juul Litigation Resolution

Motion to approve the resolution to authorize and direct Superintendent to sign the Attorney-Client Fee Contract on behalf of the School District, and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the lawsuit represented by Frantz Law Group, APLC. **A Roll call vote will be required. (Attachment 4)**

SUPERINTENDENT'S REPORT

Superintendent DeKeyser will share the district's COVID response strategy.

OTHER INFORMATION

Personnel

The following people recently submitted their resignations: Community Recreation Lifeguard over 18, Jack Koenn, and High School Paraprofessional, Penny Rudolph.

Meghan Kelley has accepted the Early Childhood Center Head Start Assistant Teacher/Paraprofessional position with a hire date of August 4, 2021 and a start date of August 16, 2021. This position has an hourly pay rate of \$12.00 (Step 1), and

Sue Corrie has accepted the position as Elementary Media/Office Assistant at the level 1 salary scale of the Office Personnel Contract for the 2021-22 school year, and

DeAnna Hamlin has accepted the position as Paraprofessional at the Elementary School with a hire date of August 11, 2021 and a start date of August 23, 2021. This position has an hourly pay rate of \$12.00 (Step 1 of the WLPAs), and

Joseph Sim has accepted the position as the Media Center and Technology Support Specialist at the MS/HS with a start date of August 18, 2021. This position has an hourly pay rate of \$14.00, and

Soren Nielsen has accepted the position as under 18 Lifeguard at \$10.00 per hour for Community Recreation. He has also accepted Swim Instructor at \$10.00 and Assistant Swim Team Coach at \$11.00.

ANNOUNCEMENTS

The next Regular Meeting of the Board will be held on Monday, September 20, 2021 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

Mr. Cole, Mr. Henry, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, Mrs. Schwennesen and Mr. Zolenski

ADJOURNMENT

Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible, prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

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Whitmore Lake Public Schools
BOARD OF EDUCATION
Regular Meeting Minutes
July 26, 2021 – High School Media Center – 6:00 p.m.

MEMBERS PRESENT

John Meadows (*President*), Laura Schwennesen (*Treasurer*), Lisa McCully (*Secretary*), Lee Cole (*Trustee*), Bob Henry (*Trustee*), and Frank Zolenski (*Trustee*)

MEMBERS ABSENT

Michelle Kritzman (*Vice President*)

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, MS/HS Principal, Jill Henry, Elementary Principal, Heidi Roy-Borland, Director of Student Services, Melissa Heuker, and Community Relations & Recreation Director, Maria Carter-Ewald

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 6:00 p.m. by President John Meadows.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mr. Meadows; supported by Mr. Cole.

Ayes – 6; Nays – 0, motion carried

CALL TO THE PUBLIC

Patti Kobeck expressed words of appreciation and presented Board members with thank you cards on behalf of the WLEA.

COMMITTEE REPORTS

Mrs. Schwennesen shared the Executive Committee met on July 13, 2021. Topics included facilities updates, RFQ companies, and future ideas for the district.

Mr. DeKeyser added as a requirement of board policies they also reviewed the 2020-21 district bullying report which contained four confirmed cases district wide.

CONSENT ITEMS

Motion to approve the minutes from the June 28, 2021 Board of Education Regular Meeting was made by Mr. Meadows; supported by Mr. Henry.

Ayes – 6; Nays – 0, motion carried 6 – 0

Motion to approve fund transfer of \$557,769 in payments from Accounts Payable; further to approve the transfer of \$475,751 from Accounts Payable to cover the payrolls of June 15, 2021, and June 30, 2021 made by Mr. Meadows; supported by Mr. Henry.

Ayes – 6; Nays – 0, motion carried 6 – 0

NEW BUSINESS

Approval of Legal Counsel

Motion to retain the legal firms of Clark Hill PLC, Miller, Johnson, Snell & Cumiskey, PLC, and Thrun Law Firm as legal counsel for the Whitmore Lake Public School District for the 2021-2022 school year was made by Mr. Cole; supported by Mrs. McCully.

Ayes – 6; Nays – 0, motion carried

School Bond Loan Fund Resolution

Motion to approve the School Bond Qualification and Loan Program Resolution for the 2021-2022 school year was made by Mrs. Meadows; supported by Mr. Henry.

Roll Call Vote: Mr. Henry – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Zolenski – yes, Mr. Cole – yes

Ayes – 6; Nays – 0, motion carried

Administration Contracts

Motion to approve the renewal contracts of Director of Finance and Operations, Denise Kerrigan; Middle/High School Principal and Director of Instruction, Jill Henry-Peters; Elementary Principal, Heidi Roy-Borland; and Director of Student Services, Melissa Heuker made by Mr. Cole; supported by Mr. Zolenski.

Superintendent DeKeyser noted Heidi Roy-Borland has accepted the position as Elementary Principal for the 2021-2022 school year.

Mr. Henry excused himself from voting due to a conflict of interest with the position of Middle/High School Principal.

Ayes – 5; Nays – 0, motion carried 5 – 0

Personnel

Motion to approve the hire of Lily Blake as a full time Special Education Teacher for WLES at step 1 on the WLEA BA salary scale with a hire date of July 9, 2021 and a start date of August 23, 2021, and

to approve the hire of Carol Spilak as a full time Middle/High School English Teacher at step 7 on the WLEA MA salary scale with a hire date of July 26, 2021 and a start of August 23, 2021 was made by Mr. Meadows; supported by Mr. Cole. Ayes – 6; Nays – 0, motion carried

SUPERINTENDENT'S REPORT

Mr. DeKeyser updated Board members on the summer maintenance in buildings, summer school program and future Sinking Fund projects.

OTHER INFORMATION

Personnel

The board acknowledged the hiring of WLHS Paraprofessional, Penny Rudolph, Elementary Behavior Specialist, Kraig Harrison, and Lifeguard over 18, Jack Koenn and the resignation of Jacalynn Papazian.

Livingston Classical Academy

The board acknowledged the appointment of Eric Sanborn, and the renewal of Kalyndra Craven to the LCA Board.

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, August 23, 2021 in the High School Media Center at 6:00 p.m.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

ADJOURNMENT

Motion to adjourn the Regular Meeting at 6:31 p.m. made by Mr. Meadows; supported by Mrs. McCully.
Ayes - 6; Nays - 0, motion carried 6 - 0.

Lisa C. McCully, Secretary, Board of Education
Whitmore Lake Public Schools

Date

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Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
July 31, 2021

<u>Payroll Transactions</u>	July 15, 2021	\$ 121,128
	July 30, 2021	\$ 120,385
		<u>\$ 241,513</u>
 <u>Accounts Payable Transactions</u>		 <u>\$ 640,855</u>

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View of Site
Looking Southwest



View of Site
Looking Northwest



View of Site
Looking Southeast



View of Site
Looking Northeast



View of Site
Looking West



View of Site
Looking East



Identification of Property

Real Property

Address

0.25 Acre on Main Street, Northfield Township, Michigan 48189

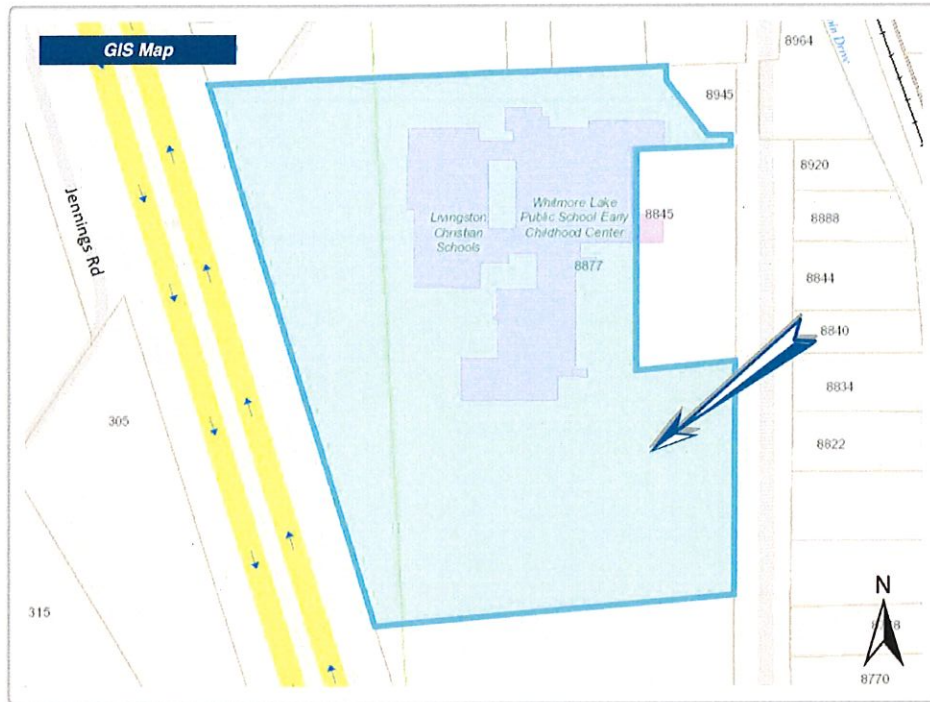
Tax Identification Number

B-02-08-250-006 (Parent Parcel)

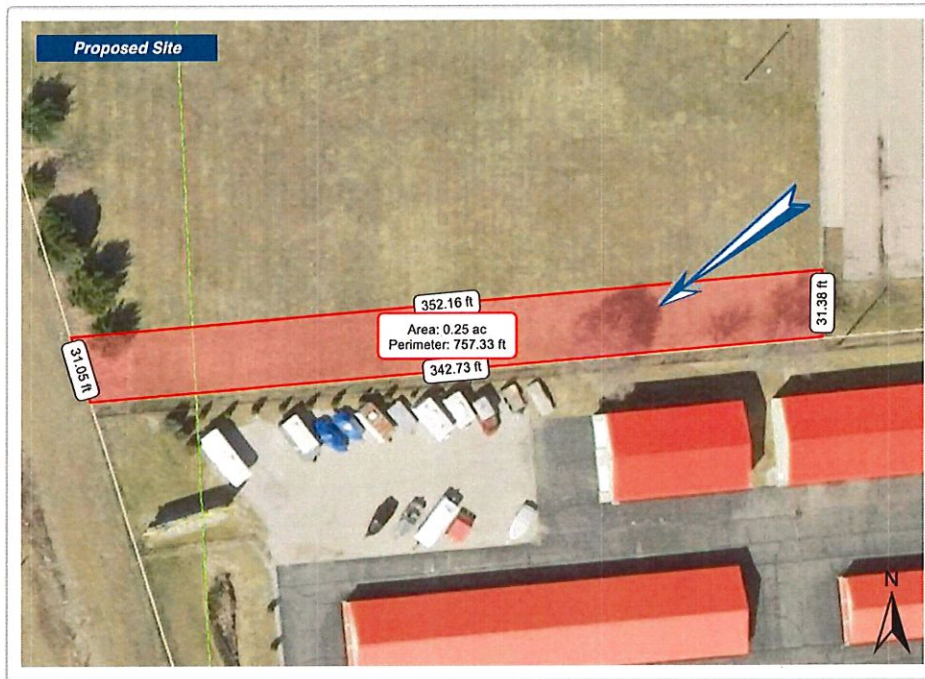
Legal Descriptions¹

NO 8-9A CRT LGL COM AT NW COR OF SEC, TH N 89-45-45 E 652.8 FT, TH S 2-19 W 372.55 FT TO POB, TH S 2-19 W 18.19 FT, TH DEFL 87 DEG 29' RIGHT 174.37 FT, TH DEFL 87 DEG 30' LEFT 385.12 FT, TH DEFL 95 DEG 10' LEFT 175.08 FT, TH DEFL 84 DEG 50' RIGHT 416.34 FT, TH DEFL 95 DEG 10' RIGHT 643 FT, TH DEFL 84 DEG 50' RIGHT 32.52 FT, TH DEFL 17 DEG 25' LEFT 965.42 FT, TH DEFL 104 DEG 55' RIGHT 806.76 FT, TH S 5-14-10 24.42 FT, TH S 35-29-40 E 120.61 FT, TH S 88-20-55 E 50.39 FT TO POB. PT NE 1/4 SEC 7 & PT NW 1/4 SEC 8 T1S R6E 15.18 AC

¹ The legal description was taken from Northfield Township Assessor's Office.



The legal description has been reviewed by the appraisers and appears to correspond with the corresponding GIS map as presented above. The approximate proposed site is described below.





Client

The appraisers were engaged by Whitmore Lake Public Schools, to prepare this appraisal report.

Property Owner

According to municipal records, the parent parcel containing the 0.25 acre site on Main Street is owned by Whitmore Lake Public Schools.

Occupancy

The subject 0.25 acre site is currently a 100% owner occupied vacant land.

Title Interest

To the best of the appraisers' knowledge, the appraisal property is not secured by lease, and the fee simple title interest to them is the focus of the analysis at hand.

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**WHITMORE LAKE PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Whitmore Lake Public School District ("School") Board of Education (the "Board") was held on the 23 day of August, 2021 at the following time: 6:00 p.m.

The meeting was called to order by _____, President

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Lawsuit").

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation ("Frantz").

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School's best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School's best interests to authorize and direct the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School's legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a regular meeting held on August 23, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Whitmore Lake Public School District, whose address is 8845 Main Street, Whitmore Lake, MI 48189 ("Client") and Frantz Law Group, APLC, a California professional law corporation ("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. AUTHORIZED REPRESENTATIVES
 - A. CLIENT REPRESENTATIVES. Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. ATTORNEY REPRESENTATIVES. James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. SCOPE AND DUTIES. Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
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. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) 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.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, 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.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client 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 Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

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. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, 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 to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, 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 general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
 - A. Is a Thrun retainer client.

- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

- 7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, 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. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

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.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation 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 the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. DISCLAIMER OF GUARANTEE. Nothing in this Contract 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.

13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. 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. 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 Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** 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 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 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. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **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.

17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____
Frantz Law Group, APLC

Print Name: _____

Dated: _____, 202__ Signature: _____

Print Name: _____

Client: _____

Its: _____