



John Bohannon, Superintendent
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Posted: Friday, October 16, 2026
By: Chloe Bartel, HR/Executive Assistant

SECOND ADDENDUM
TO THE AGENDA
Durham Unified School District
Board of Trustees Board Meeting

Subsequent to the publication and posting of the Durham Unified School District Board of Trustees Meeting agenda October 21, 2026 the following item was submitted for Board consideration.

- 1. CONSENT ITEM:** Approval of the Social Media Litigation between Keller Rohrback L.L.P. and DUSD.

DURHAM UNIFIED SCHOOL DISTRICT

Board Meeting Date: 10-21-2026

SUBJECT: Approval of the Social Media Litigation between Keller Rohrback, L.L.P. and DUSD

PREPARER: John Bohannon, Superintendent

RECOMMENDATION:

- ☒ Approve
- ☐ Do Not Approve
- ☐ Accept
- ☐ Discuss
- ☐ Information Only

Background:

Approval of the Social Media Litigation between Keller Rohrback L.L.P. and DUSD. Attorney engagement and contingency fee agreement to represent potential claims against social media companies.

ATTORNEY ENGAGEMENT & CONTINGENCY FEE AGREEMENT

It is HEREBY ACKNOWLEDGED AND AGREED by and between Durham Unified School District ("Client") and Keller Rohrback L.L.P. ("Attorneys") as follows:

1. **Employment.** Client hereby retains Attorneys to represent Client with respect to potential claims against social media companies. Attorneys will assist Client in gathering information and data relevant to Client's potential claims. Attorneys will also advise Client with respect to those potential claims. At Client Representative's request, Attorneys will institute proceedings to seek remedies on Client's behalf as Client and Attorneys conclude is appropriate and advisable ("the Lawsuit"). This Agreement does not cover attorneys' fees in the event of appeals.
2. **Responsibility of Attorneys.** Although the individual attorneys listed below will be primarily responsible to represent Client in this matter, other members of Keller Rohrback may work on Client matters in accordance with their areas of practice. The primary attorneys representing Client are Dean Kawamoto, Derek Loeser, Cari Laufenberg, Felicia Craick, and Chris Ryder. Attorneys will consult with Client in connection with any settlement proposal before accepting same.
3. **Responsibility of Client.** Client will maintain control of the litigation. Client agrees to timely comply with Attorneys' request. Client agrees to advise Attorneys of all facts, knowledge, or information relevant to Attorneys' representation of Client, including facts, knowledge, or information which come to Client's attention after execution of this Agreement.
4. **Client Representative.** Client designates Sloan Simmons of Lozano Smith, to be the Client Representative. The Client Representative is responsible for receiving all communications from Attorneys and transmitting all communications from Client to Attorneys. Client agrees that Attorneys may rely on the Client Representative's statements as an accurate reflection of Client's position and desires. Attorneys agree to keep the Client Representative informed of all significant developments regarding the representation.
5. **Attorneys' Fees.** The fees that Client agrees to pay Attorneys ("Attorneys' Fee" or "Attorneys' Fees") will depend on the outcome of the Lawsuit, as set forth here:
 - a. "Sums Recovered" means all monies (and the value of any other property) actually paid in settlement of or judgment on the Lawsuit's claims (including the settlement of any demand made by Attorneys on Client's behalf before initiation of the Lawsuit), including any monies paid in settlement or judgment as an award;
 - b. If the Sums Recovered is an amount less than or equal to \$10 million, the Attorneys' Fee shall be 20% of the recovery;

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Keller Rohrback L.L.P.
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- c. If the Sums Recovered is an amount greater than \$10 million but less than or equal to \$20 million, the Attorneys' Fee shall equal the amount specified in Section 5(b) above, plus 18% of any Sums Recovered in the \$10 million to \$20 million range;
- d. If the Sums Recovered is an amount greater than \$20 million but less than or equal to \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 5(b) and 5(c) above, plus 13% of any Sums Recovered in the \$20 million to \$25 million range;
- e. If the Sums Recovered is an amount in excess of \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 5(b), 5(c), and 5(d) above, plus 10% of any Sums Recovered in excess of \$25 million;
- f. If the Lawsuit proceeds to trial, Attorneys will be entitled to an additional 2% of Sums Recovered specified in 5(a)-5(e);
- g. If the Lawsuit proceeds to trial and the court awards Client a monetary judgment and an attorneys' fee, and the attorneys' fee award is greater than the percentage Attorneys would be entitled to under Section 5(a)-(f), then Attorneys will be entitled to the full attorneys' fee awarded by the Court; and
- h. Client will not be required to pay any attorneys' fees in connection with the Lawsuit or this Agreement if no recovery is made; if recovery is made, Client shall be required to pay attorneys' fees only from the Sums Recovered from a defendant and no other Client funding source.

NO ATTORNEYS' FEES SHALL BE PAID IF NO RECOVERY IS MADE.

- 6. **Advice Concerning Attorneys' Fee.** Client has been informed of the alternative of employing Attorneys on an hourly fee basis. This alternative would require the payment of a \$25,000 retainer at commencement of the representation, payment of costs as incurred, and payment of legal fees each month for legal services. In deciding to engage Attorneys on a contingency fee basis, Client has considered the risks involved in this case, the experience and reputation of Attorneys, and the uncertainty regarding the number of hours required to prosecute the case.
- 7. **Costs.** Attorneys will advance all "out-of-pocket" costs, fees, and expenses incurred by Attorneys in pursuing the Lawsuit ("Costs"). Notwithstanding the foregoing, Attorneys agree to notify and obtain Client's consent before incurring Costs aggregating more than \$10,000 in any single month.

Client understands that Attorneys shall seek reimbursement from defendants for all Costs actually expended, but that there is no guarantee that Costs will be reimbursed by the defendants to Attorneys. Attorneys will be reimbursed for all Costs out of any settlement or recovery in addition to any Attorneys' Fees they receive under Paragraph 5, as the case

may be. Attorneys shall be reimbursed for Costs first, from any monies paid by a defendant on account of Cost reimbursement and, if such monies are insufficient, from any monies paid as part of the Sums Recovered.

In the event of a successful recovery, Client may also be subject to a separate common benefit assessment ordered by the Court.

Attorneys may, with Client's prior consent which shall not unreasonably be withheld, hire any expert or consultant whose services Attorneys advise Client is necessary for the evaluation or prosecution of any of the claims within the scope of the Lawsuit.

8. **Withdrawal or Discharge.** Subject to Court rules and other applicable laws, Attorneys shall have the right to withdraw from representation of Client upon giving reasonable notice of the intention to withdraw. In the event of withdrawal of Attorneys or discharge of Attorneys by Client, Attorneys may seek reasonable fees for services rendered according to the terms of Paragraph 5, above. Client shall have the right to discharge Attorneys at any time. If Client discharges Attorneys, Attorneys retain the right to seek reasonable fees for services rendered according to the terms of Paragraph 5, above.

9. **Disclosure Regarding Representation of Multiple Clients and Consent.** Multiple school districts are or may become represented by Attorneys with respect to claims against social media companies in the Multidistrict Litigation ("MDL") and Judicial Council Coordinated Proceedings ("JCCP"). The purpose of this disclosure is to identify potential conflicts so Client can make an informed decision about whether to consent to Attorneys' representation of multiple clients in the Lawsuit.

Although Attorneys do not believe that Client's interests currently conflict with another client, it is possible that interests may come into conflict later in ways we cannot now predict and if they do, it may prevent the Attorneys from continuing to represent Client in the Lawsuit; in that situation Client would need to incur the expense of a separate lawyer to represent it. Conflicts may arise with regard to: (a) litigation strategies that can impact different clients differently; and (b) settlement issues, for example, where multiple clients have different ideas regarding the propriety of settlement or how limited settlement amounts should be allocated between the multiple clients. Should a conflict arise with respect to a settlement demand or litigation strategy, there may be a need for Client(s) to consult independent counsel.

Attorneys recommend that Client seek independent counsel before finalizing its decision to proceed with Attorneys' representation, including whether or not to sign this conflict disclosure and waiver. Whether or not Client consults with separate counsel, however, is up to Client. Client remains free to seek independent counsel at any time even if it decides to sign this Agreement.

By signing this Agreement, Client expressly acknowledges: (1) having carefully read and fully understanding the disclosures set forth above; (2) having carefully considered all of the circumstances and potential conflicts described above; and (3) having had the opportunity to consult with independent counsel regarding this Agreement. By signing this Agreement, Client consents to Attorneys' representation of Client in the Lawsuit, and consents to Attorneys' representation of others in the MDL and JCCP.

10. **Venue and Attorneys' Fees.** The Parties agree that in the event any dispute should arise with respect to this Agreement, venue shall lie in Butte County, California. Further, the prevailing party in such an action shall be awarded reasonable costs and attorneys' fees.
11. **Outcome.** Attorneys do not guarantee or represent a particular result in this Lawsuit. Client understands the risks associated with pursuing this Lawsuit.
12. **No Other Agreements.** Client has read this contract, has received a copy of it, and agrees to its terms and conditions. There are no oral or other agreements between Client and Attorneys. This Agreement when signed below by Client replaces any prior understandings or oral agreement between Client and Attorneys.
13. **Governing Law.** This Agreement and all aspects of the Parties' relationship shall be construed under the laws of the State of California, without regard to choice of law principles.
14. **Other Provisions.** This Agreement may be executed in one or more counterparts and transmitted by mail, overnight delivery service, and/or email, each one of which shall constitute an original and all of which shall constitute one and the same document.

DURHAM UNIFIED SCHOOL DISTRICT

John Bohannon, Superintendent

DATED

ACCEPTED: Keller Rohrback L.L.P.

DATED

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