

Aelish M. Baig
AelishB@rgrdlaw.com

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED

December 16, 2024

VIA E-MAIL

Joshua Myers
Chief Deputy County Counsel
Holly Rickett
Deputy County Counsel
575 Administration Drive, Room 105-A
Santa Rosa, CA 95403

Re: *Social Media Litigation*

Dear Mr. Myers and Ms. Rickett:

This letter will confirm that Robbins Geller Rudman & Dowd LLP (“the Firm”) has been retained by Sonoma County (the “County”) to recover for the harm incurred as a result of the alleged unfair and unlawful business practices of several social media companies. As a result, these social media companies have violated federal and state laws. The Firm has conducted an investigation and believes there is a valid basis to prosecute such an action. The terms under which we will represent the County as a plaintiff are:

1. We will prosecute the action on a contingency fee and cost basis.
2. We will advance all fees and expenses necessary to prosecute the case. Where feasible, the Firm will pursue recovery of costs and expenses against the opposing parties in a motion for attorneys’ fees. Otherwise, fees will be paid only out of a recovery (*i.e.*, judgment or settlement). The County shall not pay or reimburse the Firms for any fees or expenses advanced absent a successful motion for attorneys’ fees and/or a recovery. Legal fees will be paid in the amount of 15% of any recovery. In addition to the above, County Counsel attorney, legal assistant and other in-house litigation fees and costs directly attributable to the Action shall be reimbursed, up to one hundred and fifty thousand dollars (\$150,000) only, to the Client as a litigation cost and deducted from the total gross recovery. Additionally, to the extent that the Firm negotiates a contingent fee percentage that could be seen as more favorable to the County with any other California county in connection with social media litigation, it will make such term available to the County as well.
3. The County agrees that, in the event the case is consolidated, coordinated, or other plaintiffs are joined in the case, we may divide fees with other attorneys as necessary. The division of attorneys’ fees with other counsel may be determined upon a percentage basis or upon time spent

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in assisting the prosecution of an action. The division of fees with other counsel is our sole responsibility and will not increase the total fees due from the County upon a successful resolution of the litigation. A decision by the Firm to retain another attorney or law firm as associate counsel shall be subject to the County's approval.

4. The County will cooperate in the prosecution of the action, including participating in discovery and providing deposition testimony, if requested. The County understands that the Firm may represent other entities against the same defendants. At this time Robbins Geller and the County do not perceive a conflict of interest, potential or actual, in Robbins Geller's representation of other clients in this matter. The County now hereby waives any potential conflict of interest in Robbins Geller representing other clients in this same matter. Any actual conflict of interest must be waived, in writing, if such actual conflict of interest should arise.

5. The County – through the County Counsel's Office of Sonoma and its attorneys – retains complete control over the course and conduct of the case, including veto power over any decision made by the Firm and the exclusive discretion to make decisions regarding settlement of the case.

6. It is important that any documents related to the case, in the broadest sense, are set aside and protected from destruction. This includes electronic records such as e-mail. The Firm and the Office of the County Counsel will work together to ensure that the appropriate documents are identified and protected from destruction.

7. The County agrees that our files and documents compiled in connection with our investigation and prosecution of this matter may be used and/or disclosed by the Firms as permitted under state and federal law and in accordance with any and all direction provided by the County.

8. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and registered as follows:

TO THE CLIENT Holly Rickett, Joshua Myers
 Sonoma County Counsel's Office
 575 Administration Drive, Room 105-A
 Santa Rosa, CA 95403

TO ATTORNEYS Aelish M. Baig, Esquire
 Robbins Geller Rudman & Dowd LLP
 One Montgomery Street, Suite 1800
 San Francisco, CA 94104

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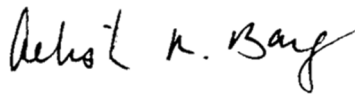
9. All disputes, disagreements, and claims arising out of or related to this agreement shall be resolved exclusively through binding arbitration in California pursuant to the Rules of the American Arbitration Association. Each party shall bear its own attorneys' fees and costs incurred in any action or proceeding concerning or arising out of this agreement, or efforts to negotiate the matter; and the parties shall share equally the costs of any arbitrator, mediator or other decision maker in any forum.

10. This letter sets forth the entire agreement between the parties and supersedes all other oral or written provisions. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as this letter.

After executing this letter please return it to us via email to AelishB@rgrdlaw.com.

We look forward to the successful prosecution of these claims to recover the damages which the County has suffered.

Very truly yours,



AELISH M. BAIG
ROBBINS GELLER RUDMAN & DOWD LLP

Please sign below and return this agreement if you would like us to pursue this matter as outlined above.

SONOMA COUNTY

By: _____ [DATE]

Its: _____