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February 17, 2021

Dr. H. Fred Walker
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Juul Labs, Inc. Class Action Lawsuit- Participation of the Erie County Technical School

Dear Dr. Walker:

We are writing today to discuss a class action lawsuit that has been filed against e-cigarette manufacturer JUUL Labs, Inc. ("JUUL") and its vaping partners regarding its targeting of school age children for the use of vaping products. School Districts throughout the United States have sued JUUL and associated companies claiming that they have engaged in a deceptive marketing scheme that targeted youth and cost school districts millions of dollars to combat the vaping crises of nicotine. This correspondence is to gauge the Erie County Technical School's (the "Technical School") interest in joining the consolidated class action lawsuit against JUUL.

The lawsuits against JUUL have been consolidated in the U.S. District Court for the Northern District of California to seek injunctive relief and abatement to combat the e-cigarette epidemic as well as compensatory damages to recoup the resources schools have expended and will need to continue to expend to address the youth vaping epidemic created by JUUL's misconduct. Knox McLaughlin Gornall & Sennett, P.C. has entered into an agreement with Lynn, Lynn, Blackman & Manitsky P.C., and Frazer PLC (the "Firms") that will allow us to continue representing the Technical School while relying on our national partners' engagement in the ongoing class action suit. The Erie School District and Warren County School District have both agreed to participate in the lawsuit as recently discussed in an article from February 12, 2021 in the Erie Times-News. A copy of the article is attached hereto for your review.

In the event that the Technical School is interested in participating in the class action lawsuit against JUUL, there will be no upfront cost to participate and any fees will be collected on a contingency fee basis in the event damages are recovered. Please find attached to this correspondence a copy of the Fee Agreement between the Technical School and the Firms for your review. In the event that the Technical School is interested in participating in the class action, we would ask that the Technical School execute a copy of the Fee Agreement and return it at your earliest convenience. We would ask that the Technical School dedicate a sufficient amount of time researching and providing data to the Firms in order to establish a claim on behalf of the Technical School and to prove damages related to that claim. There will be no other cost to participate in the lawsuit.

Please feel free to contact us with any questions you may have regarding the above. Thank you.

Very truly yours,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

By:__________________________
Timothy M. Sennett

By:__________________________
Christopher F. Sennett

CFS/smt
Enclosures

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GoErie

EDUCATION

Erie School District to join others in suing Juul, claiming vaping company targeted minors

Ed Palattella Erie Times-News

Published 5:01 a.m. ET Feb. 12, 2021 | **Updated 12:24 p.m. ET Feb. 12, 2021**

Story Highlights

- Erie School Board approves filing of a lawsuit against e-cigarette company Juul
- Like other suits nationwide, Erie suit would claim Juul's marketing targeted minors
- Juul says it aims "to reset vapor category in the U.S."

The Erie School District is joining scores of public school districts and other government entities nationwide in taking legal action over underage vaping.

The Erie School Board has authorized the district to sue Juul Labs Inc., claiming the nation's largest electronic cigarette company wrongfully marketed its products — with their streamlined designs and fruity flavors — to youth, spurring a vaping epidemic among students, harming their health and adding to the district's costs.

The School Board at its monthly meeting on Wednesday night unanimously approved a representation agreement with three law firms to pursue the litigation against Juul, the first step in what will lead to the filing of a lawsuit in what could be U.S. District Court in Erie.

From the Erie School District's perspective, "Juul did target its marketing efforts at children and caused the vaping epidemic across the nation," Erie schools Superintendent Brian Polito said in an interview. "We think it is a public health issue that needs to be addressed, including with litigation."

Polito said the Erie School District has had to spend money as it tries to stop vaping at its schools. He said teachers have also had to address students in health classes to "raise awareness of the dangers of vaping."

Based on the complaints in other lawsuits against Juul, the district could seek damages and ask a judge to enjoin Juul from continuing objectionable marketing practices

The Erie School District's case, if filed in federal court in Erie, would be transferred to federal court for the Northern District of California, which includes San Francisco, where Juul is based.

Federal courts nationwide have transferred hundreds of cases against Juul to that district, where the suits have been consolidated in multidistrict litigation. Plaintiffs include school districts, Native American tribes and local and state governments. The number of cases against Juul in the multidistrict litigation totaled 758 as of July, according to the website Drugwatch, which tracks drug-related litigation.

The federal Centers for Disease Control and Prevention has called the use of e-cigarettes by high school and middle school students an epidemic, providing fuel for the lawsuits aimed at Juul.

Pennsylvania Attorney General Josh Shapiro joined other states in suing Juul a year ago. The company "knowingly targeted young people with tactics similar to the tobacco companies' playbook," Shapiro said in a statement when the suit was filed, likening the litigation to the lawsuits that crippled the tobacco industry.

Pennsylvania case: Pennsylvania sues Juul over marketing e-cigarettes to teens

None of the other 13 school districts in Erie County have sued Juul in federal court in Erie, part of the Pittsburgh-based Western District of Pennsylvania. Elsewhere in northwestern Pennsylvania, the Warren County School District and the Penncrest School District, in Crawford County, sued Juul in federal court in Erie in December. Both cases were transferred to the Northern District of California in January.

Another 18 school districts in the Western District of Pennsylvania have also sued Juul. They include the Pittsburgh School District, according to court records.

In Erie, the law firm for the Erie School District, the Erie-based Knox, McLaughlin, Gornall & Sennett, is representing the district in the Juul case on a contingency-fee basis with two other firms: Lynn, Lynn Blackman & Manitsky, of Burlington, Vermont, and the Frazer law firm, of Nashville, Tennessee. The school district's solicitor, Tim Wachter, is in the Knox firm.

The two other firms have already worked together to sue Juul on behalf of other plaintiffs. In a suit docketed in the Northern District of California in April, the two firms are representing 31 school districts in Vermont. That suit is likely to offer a preview of the Erie suit.

The defendants in that case include Juul; the Virginia-based Altria Group Inc., the cigarette company, which owns 35% of Juul; and cigarette maker Philip Morris USA, a subsidiary of Altria.

In that case, the plaintiffs' complaint claims: "Defendants' marketing strategy, advertising, and product design directly targets minors, especially teenagers, and has dramatically increased the use of e-cigarettes amongst minors. Defendants' conduct has caused many students to become addicted to Defendants' e-cigarette products.

"Plaintiffs have redirected resources or sought additional resources to help their students to combat the deceptive marketing scheme of Defendants, and to educate staff, faculty, the school children and their parents of the true dangers of e-cigarettes. Significant further resources will be required to continue to respond to the widespread vaping by students and the addictive habits and behavior it has caused."

E-cigarettes arrived in the United States in 2007. Juul introduced its products in 2015.

In response to a backlash over underage vaping, Juul in 2019 halted U.S. advertising for its e-cigarettes and replaced its CEO. The company did not fight the U.S. Food and Drug Administration's ban, starting in January 2020, of the sale of certain flavored e-cigarettes. Also, in 2019, Juul stopped selling its popular mint-flavored e-cigarettes in the United States.

Juul moves: Juul halts U.S. sales of popular mint-flavored e-cigarettes

In a statement on Thursday, Juul said "Our customer base is the world's 1 billion adult smokers" and that it wants to prevent youth from using its products.

"We will continue to reset the vapor category in the U.S. and seek to earn the trust of society by working cooperatively with attorneys general, legislators, regulators, public health officials and other stakeholders to combat underage use and transition adult smokers from combustible cigarettes," the statement said.

Advertising halt: Juul stops e-cigarette ads as teen vaping, illnesses grow

E-cigarette use among minors has been declining, according to the 2020 National Youth Tobacco Survey, released in September. The poll showed that 1.8 million fewer U.S. youth are currently using e-cigarettes compared to 2019, according to the FDA. The drop was 5.4 million to 3.6 million.

The survey showed 19.6% of high school students and 4.7% of middle school students said they were current users of electronic cigarettes and other vaping products. By comparison, in 2019, 27.5% of high school students and 10.5% of middle school students reported current e-cigarette use, according to the survey.

Shifting statistics: 'Very substantial' drop reported in vaping among US teenagers in 2020

"However," the FDA said in commenting on the survey, "youth e-cigarette use has increased dramatically since 2011, and 3.6 million youth still currently use e-cigarettes. Moreover, the data shows an alarming increase in the number of youth who use disposable e-cigarettes and more than 8 out of 10 youth e-cigarette users report use of flavored products."

Contact Ed Palattella at epalattella@timesnews.com. Follow him on Twitter @ETNpalattella.

ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL

SCHOOL DISTRICT REPRESENTATION AGREEMENT (JUUL)

The law firms of Knox McLaughlin Gornall & Sennett, P.C., Lynn, Lynn, Blackman & Manitsky, P.C., and Frazer PLC (collectively the "Firms"), are herein retained to represent the ___________________________ (the "Client" or "You") in connection with litigation against Juul Labs Inc. and possibly other vaping defendants (collectively, "Juul") for the nuisance and other damages caused to the Client, as follows:

1. The Firms hereby are engaged to represent the Client in civil litigation in connection with legally tenable claims to be brought against Juul for the unique damages and harm that Juul has caused you (the "case" or "matter"), as against responsible parties that the Firms deem necessary to a successful outcome of the matter. If nothing is recovered, Client will not be indebted to the Firms for any attorney's fees.

2. All of the Firms' lawyers and employees are representing you only in the capacity as lawyers and employees of the Firms. The Client acknowledges that one or more of the Firms employ attorneys who may not be admitted to the bar in the Client's state of residence, but who will be admitted (if necessary) to the court wherein the matter will be litigated.

3. The Firms shall represent the Client on a contingency fee basis, such that the Firms' attorney's fees and expenses shall be paid only upon a favorable result in the case. The Firms will advance the costs of this litigation including filing fees, transcript costs, court reporter fees, videographer fees, notices, e-discovery, data hosting and collection, travel expenses, expert fees, and copy and delivery charges. Clients agree to pay the Firms a total contingency fee of one-third (33.33%) of the total amount of money or compensation obtained in connection with the settlement, trial, or appeal of the claim. In the event of a settlement, the attorney's fees shall be computed on the gross amount of the settlement amount, if any. Litigation and other expenses will be deducted from any recovery with such expenses deducted out of the Client's share of any recovery. Furthermore, any expenses that benefitted multiple clients will be spread evenly, pro rata, among them. Client shall remain responsible for the payment of any statutory or contractual liens, such as subrogation claims, and any liens or third-party obligations of Client shall be paid out of the Client's share of any recovery. Under no circumstances shall Client share in any attorney's fees. Client acknowledges that the Firms have made no promises and will make no promises or guarantees as to the probabilities of outcome(s) or the amounts recoverable in connection with Clients' claim(s).

4. The Firms are splitting responsibilities and any contingency fees in a manner and amount that we deem appropriate. You agree to this division of responsibilities and fees, and further approve the association of other firms or attorneys which the Firms reasonably believe will assist in the prosecution of this litigation. The attorneys' fees set forth in this Agreement will include fees due other associated counsel, if any.

5. The Firms will take reasonable measures to keep confidential all confidential information, unless disclosure is authorized by you or required by applicable codes of professional responsibility. The Firms may include Client's name in a published list of our clients, unless you advise us to the contrary in writing.

6. You will have the right at any time to terminate our representation, with or without cause, upon written notice to us. In the event that Client and the Firms should disagree with respect to litigation tactics or should disagree over advice given to Client with respect to settlement of the Client's claims, the Firms shall have the right to withdraw as counsel with respect to Client. Client has the right to substitute attorneys at any time and the Firms reserve the right to withdraw or apply to the Court for permission to withdraw at any time after giving reasonable notice. In any event of termination of representation, once Firms file a lawsuit on the behalf of Client, we shall be entitled to no less than fifteen percent (15%) of any and all funds recovered.

7. Client agrees to fully cooperate with the Firms and their representatives at all times and to comply with all reasonable requests of the Firms in the prosecution of this matter.

8. Client acknowledges that while it is possible for email communications to be intercepted and read by unauthorized persons, there is a sufficient likelihood of confidentiality to justify the use of email as the means of communication on a regular basis and Client agrees to email communications with the Firms.

9. This Agreement does not include any contract or agreement for any other legal representation not herein expressly referenced. Client understands that the Firms will not provide any tax, accounting, or financial advice or services regarding this matter. If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and you request attorney to perform such services, separate and additional fee arrangements must be made between you and the Firms. Any request by Client for legal services unrelated to this engagement must be set forth in a separate written agreement signed by Client and the Firms.

10. Client understands that the Firms will consult with Client to consider all litigation and settlement strategies, but that Firms ultimately determine litigation strategies on behalf of Client. Client acknowledges that its claims for compensation will be focused on the cost of remedial measures, if reasonably available, to reduce or abate the nuisance of Juul.

11. In the event that the Firms recover any compensation for you, all payments first will be deposited and/or paid into a trust account designated by us, from where the funds will be distributed, pursuant to an itemized accounting, to you consistent with the terms of the settlement minus the agreed-upon attorney's fees and costs as set forth in this Agreement. Funds may be held in our IOLTA trust account and the interest, if any, will be sent to the appropriate bar foundation(s).

12. This Agreement only can be amended by a subsequent agreement signed by all parties hereto. This Agreement may be signed in counterparts and an emailed signature constitutes an original. Upon execution of this Agreement, it is a binding contract. Client represents that all necessary statutory and other approvals have been obtained to enter into this Agreement and such approval has been noted in the minutes of Client. By signing, you are representing that you are the authorized representative to make agreements, contracts, and claims for the Client.

ACCEPTED BY CLIENT: ____________________ SCHOOL DISTRICT

_____________ ___, 2021

ATTEST: ______________SCHOOL DISTRICT

_____________________________________ ________________________________

Secretary President

THE FIRMS:

By:____
Knox McLaughlin Gornall & Sennett, P.C.

By:____
Lynn, Lynn, Blackman & Manitsky, P.C.

By:____
Frazer PLC

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