**PLAINTIFFS’ CO-LEADS & STEERING COMMITTEE**

**IN RE: JUUL MARKETING, SALES PRACTICES & PRODUCTS LIABILITY LITIGATION**

**MDL No. 2913**

**PRIVILEGED AND CONFIDENTIAL   
ATTORNEY WORK PRODUCT   
CONSULTANT/CONSULTANT WORK PRODUCT   
JOINT-PROSECUTION/COMMON-INTEREST PRIVILEGE**

**RETAINER AGREEMENT**

This Agreement made this **8th** day of **December** 2020, by and between the Plaintiffs’

Steering Committee (“PSC”) for the *In re: JUUL Marketing, Sales Practices & Products*

*Liability Litigation* and **Bryan Kim** (“Consultant”).

The PSC and Consultant hereby agree as follows:

1. Consultant shall provide research and consulting support for the Consultant work of Professor David Cutler in *In re: JUUL Marketing, Sales Practices & Products Liability Litigation.* Consultant also agrees that he will not undertake any work under this Agreement unless specifically requested to by Professor David Cutler or the undersigned Counsel. Consultant understands that Professor David Cutler will also not undertake any work in the above-referenced litigation unless instructed to do so by the PSC.
2. In return for the services described in Paragraph 1, PSC shall pay Consultant at a rate of $ 40 per hour. These fees and expenses are not contingent on the outcome of any case pursued by the PSC related to this Agreement.
3. All services provided under this Agreement must be pre-approved by the undersigned attorney(s), unless someone else is designated by the undersigned in writing. The PSC will not be obliged to compensate any service provided under this Agreement that was not pre-approved. Consultant agrees to provide Counsel with estimates of the time required to perform all specific services under this Agreement.
4. All expenses under this Agreement must be pre-approved by the undersigned attorney(s), unless someone else is designated by the undersigned in writing. Counsel will not be obliged to reimburse any expense provided under this Agreement in the absence of pre-approval. Consultant agrees to provide Counsel with estimates of the expenses expected to be incurred in connection with all specific services under this Agreement.
5. If Consultant’s efforts as a consultant include PSC’s request that Consultant travel to some place other than his office, PSC agrees to pay reasonable travel expenses associated with that work. The PSC will arrange for travel and accommodations, unless otherwise agreed. Consultant has reviewed and is familiar with, and will abide by, the “Travel Limitations” set forth in the enclosed Case Management Order No. 5: Common Benefit Order – Timekeeping and Expense Protocol.
6. All reasonable direct charges that Consultant may incur in conjunction with this engagement will be reimbursed at cost.
7. Consultant shall provide PSC with a billing invoice on a monthly basis including the fees for professional services and costs incurred during the billing period. Invoices shall be payable 90 days from the date of their submission to the PSC. Under no circumstances shall the PSC be liable for late fees or interest due to a delay in paying an invoice.
8. All work conducted by the direction, authority, and funding of the PSC, including any reports, data, notes, work papers, correspondence or other documents generated or received, are to be considered confidential work product. All such documents (and any information they contain that is not publicly available data) may be used only as authorized by the PSC and for purposes of this engagement and may not be disclosed to anyone without written consent by the PSC in advance. Additionally, in order to review various documents and other materials produced in this action, it will be necessary for Consultant to sign Exhibit A to the Protective Order in this matter, a copy of which is enclosed.
9. In recognition of the confidential nature of this engagement, Consultant agrees that the fact of this retention, data and materials provided by PSC, communications with counsel, and Consultant’s work product and opinions shall be strictly confidential until required to be disclosed to the Court or opposing counsel pursuant to the Federal Rules of Civil Procedure or applicable case management order. Consultant agrees to clearly mark all work product generated in this matter with the legend, **“CONFIDENTIAL: PROTECTED BY THE WORK PRODUCT DOCTRINE AND ATTORNEY-CLIENT PRIVILEGE.”** Consultant further agrees that all opinions, mental impressions and work product not be disclosed or provided to anyone other than retaining counsel until disclosure is required. Upon disclosure of Professor David Cutler’s Consultant opinions, certain information and materials provided by or shared with PSC may continue to be deemed confidential.
10. Consultant agrees not to discuss or share any of this work, work product, analyses and/or opinions with anyone else, including, but not limited to, media organizations, trade journals, professional publications, etc., and to notify the PSC promptly if he/she/they receives: (a) Any request to reveal information related to the engagement or to examine, inspect or copy any documents Consultant generates or receives; or (b) Any actual or attempted service of a subpoena, summons or order purporting to require the disclosure of any such information or documents.
11. Consultant has assured the PSC that he has investigated any potential conflicts and does not have any conflict of interest which might interfere with his performance of the services contemplated by this engagement, and agrees to avoid any such conflict in the future. More specifically, it is understood that until this matter is resolved (including any appeals), if Consultant receives any request to assist anyone else regarding the subject matter of this engagement or accept any engagement for any other party to the litigation regarding any other matter, Consultant will not accept such request with first providing written notice to and obtaining written consent from the PSC, which consent shall not be unreasonably withheld provided Consultant agrees that all work performed for the PSC shall be considered primary. To the extent that Consultant has, prior to executing this Retainer Agreement, previously accepted any request to assist anyone else regarding the subject matter of this engagement or accepted any engagement for any other party to the litigation regarding any other matter, Consultant will advise the PSC in writing of those matters, including the names of the entities and individuals on whose behalf the work has or is being performed.
12. Consultant further represents and warrants that he does not have any relationship with any party who is adverse to Clients in this Litigation and that he has had no communication with such a party or any representative of such a party with respect to the subject matter of this engagement. If any such communications were made, Consultant has disclosed these communications to the PSC.
13. Consultant further represents and warrants that he/she/they has no direct or indirect financial interest in the outcome of this Litigation, and agrees not to create any such direct or indirect financial interest during the pendency of the Litigation.
14. The PSC may terminate this agreement at any time, in which event Consultant must stop all work immediately and bill only for the work performed and disbursements made prior to the termination. However, in the event of such termination, the restrictions described in paragraphs 8, 9, 10, and 11 above will remain in effect. Consultant may not terminate his work at a time or in a manner that prejudices Clients. In the event that Consultant’s decision to terminate results in the loss of all or a portion of usable work product or testimony expected from Consultant, Consultant agrees to refund the fees paid in connection with preparation of such work product or testimony.
15. Any controversy of claim arising directly or indirectly out of this agreement, its terms, enforcement, conditions, breach, billing charges, and/or payments shall be settled exclusively by arbitration administered by JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The sole and exclusive venue for arbitration of any legal dispute shall be San Francisco, California.

Dated this **8th** day of **December** , 2020.

****Consultant: **Bryan Kim**

Plaintiffs’ Steering Committee representative and/or Science & Consultant Committee Co-Chair