

# Agenda of Regular Meeting

## The Board of Trustees Grand Prairie Independent School District

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A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Tuesday, March 4, 2025, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
  - A. Personnel Matters (§551.074)  
Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements.
    1. Superintendent Search
      - a. Discussion on matters related to naming a Lone Finalist for the position of Superintendent of Schools.
  - B. Consultation with Attorney (§551.071)  
Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.
    1. Discussion on participation in multi-district litigation involving youth social media usage and related litigation and entering into a contingency fee contract with Eiland & Bonnin PC and Thompson & Horton, LLP to represent the District.
3. **RECONVENE IN OPEN SESSION**
4. **OPEN FORUM FOR AGENDA ITEMS**

- A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designer by 5:30 p.m. Open Forum is limited to agenda items only. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
- 5. **ACTION AS A RESULT OF CLOSED SESSION**
  - A. Discussion and action on matters related to naming a Lone Finalist for the position of Superintendent of Schools.
  - B. Consideration and Adoption of Resolution Approving Contingent Fee Legal Services Contract, including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General 3
  - C. Consideration and Adoption of Contingent Fee Legal Services Agreement with Eiland & Bonnin PC and Thompson & Horton, LLP
- 6. **ADJOURN**

**NOTICE OF A PUBLIC MEETING &  
NOTICE OF PROPOSED CONTRACT FOR LEGAL SERVICES**

Notice is hereby given that a meeting of the Board of Trustees of Grand Prairie Independent School District be held on March 4, 2025, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firms of Eiland & Bonnin, PC and Thompson & Horton, LLP as special counsel to perform all legal services necessary to recover damages sustained by the District related to youth social media usage and any other action that may be necessary to pursue the best interests of the District in related litigation on a contingent fee basis.

The purpose of the agreement is to pursue any and all available causes of action in Multi District Litigation 3047 or JCCP 5255 seeking to recover damages due to youth social media usage and addiction sustained by Grand Prairie Independent School District. By way of this agreement, Grand Prairie Independent School District seeks to recover damages, court costs, penalties, and other relief under applicable law.

Eiland & Bonnin, PC engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. The inception of the relationship between Eiland & Bonnin and the District began when the District heard about the social media litigation through word of mouth and reached out to Eiland & Bonnin in February 2025 to discuss. Eiland & Bonnin introduced Thompson & Horton to the District in February 2025 to discuss the social media litigation.

Thompson & Horton, LLP is a full-service school law firm whose mission is to provide the highest quality personalized legal service to public and private schools, institutions of higher education, local governments, and private individuals and companies. Thompson & Horton attorneys have unique and specialized qualifications based on several hundred years of combined experience. Leaders in the field, their attorneys have been directly involved in many of the most significant court cases, administrative decisions, and public policy developments affecting their clients over the past 40 years. The District heard about the social media litigation through word of mouth and reached out to Eiland & Bonnin to discuss in February 2025. The inception of the relationship between Thompson & Horton and the District began when Eiland & Bonnin introduced Thompson & Horton to the District in February 2025 to discuss the social media litigation.

Eiland & Bonnin has not previously represented Grand Prairie Independent School District on a contingency fee arrangement. Eiland & Bonnin has not previously represented Grand Prairie ISD in any capacity. Thompson & Horton has not previously represented Grand Prairie Independent School District on a contingency fee arrangement. Thompson & Horton has not

previously represented Grand Prairie ISD in any capacity. Eiland & Bonnin, PC and Thompson & Horton, LLP have, and continue to represent, claimants with competence and professionalism.

The specialized legal services, advancement of significant expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of Grand Prairie Independent School District because the District does not currently employ attorneys who have specialized knowledge and experience regarding Multi-District Litigation and analysis and legal remedies under both Texas and federal law on a contingent fee basis. In addition, the District has not budgeted the financial resources necessary to advance the significant litigation expenses required by this type of litigation nor to compensate competent and experienced attorneys and staff regarding Multi-District Litigation as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency.

Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including social media corporations, insurance companies, and social media corporations; and it would be difficult to find a firm with experience in this area that does not have a conflict of interest that would hinder the firm's ability to effectively represent the District. The proposed law firms have certified that they have no such conflict of interest in representing Grand Prairie ISD.

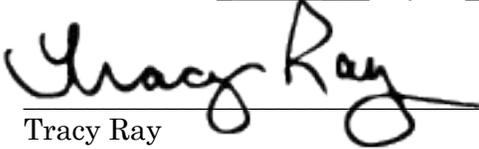
The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to Grand Prairie Independent School District. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by this social media multi-district litigation.

Eiland & Bonnin, PC and Thompson & Horton, LLP will be compensated on a contingent fee basis. Entering into the proposed agreement is in the best interests of the residents of Dallas County, Texas. The District has sustained significant damages due to youth social media usage and addiction and for which there exists a potential recovery from the perpetrating social media corporations. Eiland & Bonnin, PC and Thompson & Horton, LLP possess the specialized skills, knowledge, experience, financial, and technological resources needed to competently and fully pursue maximum potential recovery of the District's damages. Furthermore, the proposed

agreement enables the District to pursue its legal remedies without diverting essential monies and resources from the ongoing needs and operations of its students, staff, and community at large. In addition, the proposed agreement shifts the financial risk and burden of litigation costs and expenses to Eiland & Bonnin, PC and Thompson & Horton, LLP with the District owing no such monies to the law firms unless and until it recovers monies. Moreover, Texas statutory and common law provide for penalty damages and for recovery of court costs, and for recovery of attorneys' fees for certain of the District's claims, including for breaches of contract.

Additionally, time is of the essence in the provision of these legal services. Potentially impending legal deadlines require urgent action by counsel.

Posted this the 28th day of February 2025.

A handwritten signature in black ink that reads "Tracy Ray". The signature is written in a cursive style with a large, looped "R" and "y".

Tracy Ray

Acting Superintendent of the Grand Prairie Independent School District