

May 23, 2024

Arturo Ortega
Superintendent of Schools
Azusa Unified School District
546 Citrus Avenue
Azusa, CA 91702

Re: Engagement Letter – Joint Representation of Schools Districts

Dear Superintendent Ortega:

Thank you for agreeing to engage Greenberg Traurig, LLP (“*Greenberg Traurig*” or “GT”) as your attorneys. We appreciate the opportunity to provide legal services for Azusa Unified School District (collectively “*you*” or “*Client*”).

1. **Our Agreement.** This letter sets forth the terms and conditions by which our firm will represent you. It, together with our attached Billing Policies, constitutes the retainer and engagement agreement (the “Agreement”) between you and Greenberg Traurig. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy for our records, if you do not return a signed copy, unless we otherwise agree to different terms in a signed writing, this Agreement will be effective if any services as to the Subject Matter defined below are rendered by us and accepted by you. Either your return of a signed copy or acceptance of services rendered will constitute your assent to this Agreement and make it effective as the contract governing this engagement (“*Your Assent to this Agreement*”).

2. **Scope of Engagement:**

(a) **The Engagement and Matter.** Our representation will include only advocacy related to SB 897 (Newman), which would permanently extend California’s District of Choice Program (the “Subject Matter”). Our representation is limited to you and the jointly represented School Districts identified in Section 4, Joint Representation, of this engagement.

You and Greenberg Traurig or an affiliate of Greenberg Traurig (collectively “*GT*” or “*we*” or “*us*”) may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both you and us, with a specific delineation of the nature and scope of such further services. Further, we and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

(b) **The Client.** Because of the proliferation of entities partially or wholly owned by or owning other entities, and the confusion and issues this creates regarding potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity partially or wholly owned by or owning it) or a person owning, employed by or otherwise connected with the client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written agreement accepting that specific entity or person as a GT client and identifying the matter on which GT has agreed to provide services. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement or in any other matter to which this Agreement applies. Accordingly, if there is such an affiliate or person you wish GT to regard as a client for conflict purposes, please specify that in writing before Your Assent to this Agreement; if any such entity or person is not expressly accepted in writing by GT as a client, it or he/she will not be a GT client.

(c) **Nature of Services.** We will provide only legal services pursuant to this engagement. We are not providing business, investment, insurance, accounting or other non-legal services. By way of example only, we are not advising you about the character or credit of those with whom you may be dealing (or agreeing to investigate such issues) or any other non-legal advice or aspects of the Subject Matter. You confirm that you are not looking to and may not rely on GT for those types of services.

Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or your attorney or advisor in any matter other than the Subject Matter, or that GT is representing or will represent you or your interests as to any other matter.

(d) **Corporate Transparency Act.** The Corporate Transparency Act requires that certain entities (both existing and newly formed) report to the Financial Crimes Enforcement Network [*FinCEN*] of the US Department of the Treasury the identity and other information about their beneficial owners and the persons who create them, and update and correct their reports to assure they are current, complete, and accurate. That is the responsibility of the Client, not GT; and, regardless of whether GT advises or prepares documents as to your structure or ownership, GT will not be accepting or have any responsibility for such reporting or for storing or collecting information for it. If a GT attorney or paralegal is listed as a company applicant in your beneficial ownership report to FinCEN, their status as such will not alter your responsibility or that of the reporting company to submit the necessary information, including updates, to FinCEN. The responsibility of a GT person who acts as a company applicant will be limited to reporting and updating their own personal information with FinCEN.

(e) **Exclusions from Legal Services.** Unless expressly included in the Subject Matter, our services will not include advice relating to the tax implications or consequences of this engagement or the results of our representation.

(f) **No Continuing Obligation.** Subject only to possible obligations under the Rules of Professional Conduct (“Ethics Rules”) or law, we will have no continuing obligation to you concerning the Subject Matter or this engagement after it is ended. Our representation of you

thus does not constitute or include an obligation to advise you or represent you after this engagement is ended as to the Subject Matter, including without limitation in later proceedings or as to subsequent requirements you may have concerning the Subject Matter, or later legal or other developments that might have a bearing on your affairs or the Subject Matter.

(g) **Insurance Coverage.** You may have rights under insurance policies that entitle you to a defense or indemnification for potential losses, attorneys' fees or other rights in connection with the Subject Matter. GT may have experience addressing such issues; and, if so and you wish, GT will assist you as to such matters provided that will not create legal, ethical, or business conflicts for GT and, in any event, subject to applicable legal and ethical limitations. However, that is not part of the Subject Matter; and this engagement does not include pursuit of coverage rights unless we have expressly agreed in writing to represent you as to such matters.

3. **Conflicts:** GT represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you or your affiliates in pending or future matters and your ability and that of other clients or potential clients to engage GT as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that:

(a) **Consent and Waiver.** You are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, for yourself and your affiliates, to the fullest extent legally and ethically permissible: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not adverse to you or any of your affiliates (including without limitation in transactions, litigation, and other legal or ethical matters) except as stated below ("Permitted Adverse Representation"); and [iii] promise not to assert that this engagement or any other GT representation of you or your affiliates provides a basis for disqualifying GT from representing any other party in any "Permitted Adverse Representation" or creates or supports any claim of breach of duty against GT.

(b) **Conditions.** The above-stated waiver, consent and promise are conditioned upon GT's agreement that GT: [i] will not represent another client adverse to you in a matter substantially related to the Subject Matter or to any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys representing other clients adverse to you or your affiliates; [iii] not use or disclose your or your affiliates' confidential information which is not public unless permitted under applicable Ethics Rules, the law or a written agreement pertaining to such confidential information.

(c) **Continuation.** Subject to any limitations under the law and Ethical Rules, these waivers, consents and promises, and the conditions stated above, will continue after the end of GT's representation of you or your affiliates as to the Subject Matter or in any other engagement.

4. **Joint Representation:** We have been retained to *jointly represent the following clients* (the “Joint Clients”) in this engagement:

- Azusa Unified School District
- Conejo Valley Unified School District
- Las Virgenes Unified School District
- Pomona Unified School District
- Rowland Unified School District
- Simi Valley Unified School District

Our joint representation is provided with the understanding and agreement of the following terms:

(a) **No Conflict.** Based on the facts known to us, we see no actual or potential conflict or divergence of interest between the Joint Clients or any of them with respect to the Subject Matter; and we have determined that we can adequately represent the interests of each client if each has knowingly consented to the joint representation. Indeed, as explained to us, this joint representation will benefit the Joint Clients.

(b) **Consequences.** We have explained the following aspects of a joint representation, including without limitation:

(i) There is an attorney-client privilege between the Joint Clients and GT as to third parties subject to applicable law and Ethics Rules. But there is no attorney-client privilege between Joint Clients. Therefore, we cannot keep confidential from any Joint Client information communicated to us by another Joint Client in connection with this engagement during the joint representation. Accordingly, Greenberg Traurig will be permitted to disclose to all Joint Clients information any of you provide regardless of whether the provider may consider it confidential. If a dispute arises between Joint Clients, information given to us regarding matters of common interest will not be privileged or confidential in any proceeding to resolve the dispute.

(ii) Your interests may diverge during this engagement or facts may come to light suggesting an actual or potential conflict between you concerning the Subject Matter. If that occurs, we and you will bring it to the attention of all of the parties. We will then discuss that with the Joint Clients, including whether a waiver is required to allow us to continue the joint representation. If a waiver is not permitted or a waiver is required but not given by any Joint Client, we may be compelled to withdraw from the joint representation and possibly entirely from the matter.

If a waiver is permitted and is being given, you agree that: [i] GT may continue to represent the other Joint Clients notwithstanding the actual or potential conflict, which is hereby waived; [ii] you will obtain separate counsel going forward; and [iii] you will not seek to disqualify GT from continuing to represent the other Joint Clients.

(c) **Separate Counsel.** If, at any time, any of you believe your individual interests would be better served by retaining separate counsel, you may do so. Similarly, if any of you or we conclude, for any reason, that our continued joint representation should be terminated,

you or we will promptly advise all parties and we will discuss that with the Joint Clients. If we do not reach an agreement with all Joint Clients regarding our continued joint representation of some or all of you, we will be permitted to end our representation of any of you. In that event, the provisions elsewhere in this Agreement concerning GT's permissible continued representation of the other Joint Clients will apply.

(d) **Termination of Joint Representation.** If the representation of any of the Joint Clients is terminated for any reason, then, to the maximum extent legally and ethically permissible: [i] we may continue to represent the other Joint Client(s); [ii] each of you consents to our doing so and waives any conflict or potential conflict that might prevent us from doing so; and [iii] each of you promises not to assert any objection to our doing so for any reason (including without limitation our possession of confidential information of yours) or to take any steps to disqualify GT from continuing to represent any other Joint Client(s) who may wish us to do so.

(e) **Financial Responsibility.** If a disagreement arises as to who must pay any fees and expenses associated with our representation of the Joint Clients, each and all of you will assure that we are paid timely and in full, and you will resolve by yourselves the disagreement; we will not represent any of the Joint Clients in connection with that disagreement.

5. **Staffing.** Alice Kessler will be the attorney principally responsible in this engagement. When and as, we deem appropriate and consistent with the proper representation of our clients, we use paralegals, junior attorneys, contract attorneys and staff members. We believe the utilization of such others, in consultation with and under supervision of more experienced attorneys, can enable us to service the engagement economically and efficiently. At present, we expect to include and enlist the assistance of the following other attorneys and paralegals: Magaly Zagal. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within GT or otherwise relating to this engagement.

If there are changes in staffing, you will be advised. If you wish different persons to be involved, we will discuss that with you to seek to assure you are satisfied with the staffing.

6. **Fees and Expenses:**

(a) **Fees.** The total cost for this engagement is set at \$35,000, to be split equally among the jointly represented districts. Your portion of the joint fee is \$5,833. You agree to pay this fee upon being invoiced by GT.

(b) **Expenses.** In addition to fees for our legal services, this engagement will require you and us to pay or advance the expenses and disbursements of the type more fully discussed in the attached Billing Policies. When we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such payments promptly in accordance with the Billing Policies.

(c) **Outside Services**. GT sometimes uses outside third-party vendors to assist in administrative and other non-legal services in our legal representations. This may include for example library and research support and maintaining files and other materials. We believe this provides cost savings to our clients without compromising the quality and confidentiality of their information and GT's overall services. If we get a volume discount from a vendor, we seek to pass it on to our clients. But it is not feasible to calculate the exact part of the discount attributable to a particular matter; so the cost charged to a client may not reflect the actual allocable amount of the discount. However, we believe the cost charged will be fair and reasonable.

We seek to see that the outside service vendors GT uses have technical and administrative controls to maintain the confidentiality and security of information. But, since it is not possible to anticipate or know all technological advancements and capabilities of potential intruders and hackers, we cannot guarantee that GT's use of outside services will be immune from unauthorized access or misuse.

(d) **Payment and Possible Liens**. Fees and expenses will be payable monthly in accordance with the attached Billing Policies. Without limitation of those policies, you authorize GT to withdraw sums from your Retainer and expense deposit in GT's client trust account if needed to secure timely payment of any amounts due under this Agreement. If and to the extent permitted by applicable governing law and Ethical Rules, you consent to GT's imposing liens, at GT's option, for its unpaid attorneys' fees and expenses on all retainers, escrow, and trust accounts for your benefit, claims and causes of action as to which GT represented you or your affiliates, and the proceeds of any recovery you obtain in any matter, as well as on your files and documents in GT's possession.

7. **Registration and Filing**. Because this representation involves lobbying, we may be required to register and to file regular reports with the California Secretary of State pursuant to the Fair Political Practices Act. If so, we will be doing so. We may need your assistance in completing those reports, and you have assured us and promise that you will provide the information that may be necessary to enable and complete any such registration form or report. The cost of preparing and filing such reports is included in your flat fee.

8. **Cooperation and Communication**: We are relying on you to provide us with the facts, information, documents and other materials you have concerning the Subject Matter pertinent to this engagement, and to keep us informed if and as you learn and receive more. We also look to you to keep us advised, during the engagement, about your expectations and any concerns you may have regarding our services. You have assured us you will cooperate in our representation, and will make yourself and others available as needed to assist us.

We encourage candid and frequent communication between us. We will keep you informed regarding this engagement, and will consult with you to seek to assure timely and appropriate performance of our legal services. We encourage you to be actively involved in the strategy and tactical management. You, not we, will make the business or technical decisions.

9. **Termination and End of Representation**: Subject to applicable court and Ethics Rules, Greenberg Traurig or you may terminate this engagement at any time for any reason.

Otherwise, our engagement and representation will end on September 30, 2024.

Without limitation of that, subject to applicable court rules, law and Ethical Rules, GT may withdraw from this engagement if: (1) you [i] have not paid our fees or expenses, [ii] are not forthright and cooperative as to our legal services, [iii] falsely or incompletely state facts material to this engagement, [iv] do not accept our advice; (2) we discover a conflict with another GT client; or (3) withdrawal otherwise is permitted or required under applicable Ethical Rules.

Upon termination or withdrawal, if you request, GT will assist in an orderly and effective transition of the matter to other counsel of your choice. At GT's option, GT may bill for time expended in transitioning the matter. If it does so, you agree to pay for GT's services and expenses in connection with transition assistance.

If, with our agreement, you later retain us to perform further or additional services, that will be confirmed in writing and our attorney/client relationship will be revived on the terms of this Agreement except to the extent, if any, that we agree in writing to new or supplemental terms of engagement. If we later tell you of developments that may be of interest, by newsletter or otherwise, that will not constitute continuation or revival of an attorney/client relationship.

10. **No Guaranties:** We have not given you any assurance or guarantee concerning the outcome or success of this engagement or our services and have not accepted any contractual obligation in that regard. Nor have we made any representation or warranty to you other than as may be expressly stated in this Agreement. We do not provide any assurances that our services will result in a benefit or recovery for you or, if they do, as to the nature, amount, or value thereof.

11. **Client Documents & Data:**

(a) **Maintenance.** We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you must and will advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.

(b) **Cloud Storage.** GT will likely use third-party cloud services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. GT has ISO 27001:2013 data security certification and we use only service providers we believe have the same or better security than we use at GT. Cloud services do not guaranty absolute protection from invasion or misuse; and no one fully knows the capabilities of hackers, now or in the future. But, we believe the cloud services we use have and provide appropriate data and security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws.

Your Assent to this Agreement confirms your consent to our using such cloud services for your data. If you do not consent, please strike through this subparagraph and initial that change in the margin.

(c) **Artificial Intelligence.** GT may use third-party artificial intelligence [AI] services. That will include information in GT's files and databases which may include your data, and may involve transmission to third party providers of AI services so that appropriate searches, research, or output can be generated. Such data may also be used to improve the service but it will not be used to train an AI model, appear in an output result that will be available to third parties or be retained by a third party AI provider.

GT reviews which AI providers we engage to seek comfort that they have technical and administrative controls to maintain the confidentiality and security of information and are committed to doing so, and that they stay abreast of security and other developments to continue such protection. However, AI is still evolving, indeed rapidly; and it is not possible to anticipate or know how it will do so or all technological or other advancements and capabilities of potential intruders and hackers of data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. If there is a data breach involving GT's use of AI or that of any of our AI providers, GT will take reasonable efforts, in accordance with applicable law and Ethical Rules, to investigate the breach and endeavor to react appropriately as to it, including without limitation attempting to avoid or mitigate any harm to our clients.

Your Assent to this Agreement will confirm your consent to our using such AI for and in connection with our representation of you. If you do not consent, please strike this subparagraph and initial that change in the margin.

(d) **Requests for Copies.** If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, GT may, at GT's option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will pay that.

(e) **GDPR.** Personal data of individuals located in the European Economic Area ("EEA") is protected by the European Union's General Data Protection Regulation ("GDPR"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR, and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health, and cultural and social identity. If you give GT such personal data of anyone or access to it, you are representing to GT that you are entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions.

Your Assent to this Agreement constitutes your representation and warranty that you are entitled to provide such data and that you will comply or, if such data has been given, have complied with or are exempt from any notification or other requirements applicable to doing so.

(f) **Official Inquiries.** You will pay the hourly fees and expenses incurred if GT is required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including without limitation producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

12. **Privileges.** Many but not all of our communications with you will be subject to the attorney-client privilege if any, in the jurisdictions involved. Subject to and as provided in applicable Ethical Rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement so that we may take appropriate steps to comply with that. If you share our privileged communications with third parties, or direct us to do so, you may lose the benefit of the attorney-client privilege as to those communications, not only as to the parties with whom such communications are shared, but more broadly as to any third parties.

GT has an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and GT personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under the law and Ethical Rules, to an attorney-client privilege between GT and those persons, and not subject to any fiduciary or other duty GT has to you. As a result, we are proceeding on the understanding that GT is not and will not be obligated to tell you of those communications or disclose their content and that advice in any proceeding between us will not be discoverable by you.

Your Assent to this Agreement confirms Your Assent and consent to that privilege and to your not being entitled to disclosure of those communications and that advice.

13. **Miscellaneous.**

(a) **Binding Effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other. However, your economic obligations hereunder (including without limitation the attached Billing Policies) are and will be binding on (as applicable) your and our successors and estates, heirs, trustees and other legal representatives.

(b) **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except in a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

(c) **No Waiver.** No waiver of any of the provisions of this Agreement (including without limitation the attached Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

(d) **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner

as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity, unenforceability, or illegality of any provision unless that negates the material purpose of this engagement (e.g., our provision of legal services on agreed economic terms).

(e) **Entire Agreement, Etc.** This Agreement contains and sets forth the entire agreement between us, and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this writing.

(f) **Governing Law, Etc.** All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of California irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the Ethics Rules of the jurisdiction in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement exclusively govern and apply to the conduct of that attorney.

(g) **Arbitration.** We look forward to, and anticipate, a harmonious relationship. But, if either of us becomes dissatisfied with any aspect of our relationship, our services or this engagement, we will bring that to the attention of the other and seek to resolve that issue by good faith discussions between us. If that is not successful or would be futile, the issue will be resolved in arbitration. Specifically, to the maximum extent permitted by law and applicable Ethics Rules, any disagreement, controversy or dispute (“*Disagreements*”) arising under, concerning or otherwise relating to this Agreement, this engagement, our services for you or your affiliates, our billing and bills will be resolved by confidential binding arbitration before JAMS in Sacramento, California, in accordance with its rules for business and commercial arbitrations then in effect; and confirmation of the award may be made and judgment entered on the award rendered in such arbitration in any state or federal court of the State of California, jurisdiction of which we both consent to, or any other court otherwise having jurisdiction thereof. That will include any possible claim by you against GT or a GT attorney (including without limitation for negligence, malpractice, breach of contract, breach of fiduciary duty or other wrongdoing), as well as any such claim by GT against you.

There are differing views as to the advisability of arbitration to resolve disagreements; and some persons reach different conclusions for different matters or types of matters. Some consider arbitration to be a more efficient and lower-cost way to resolve a disagreement; but, others prefer court procedures and proceedings. Moreover, as noted, views may differ depending on the nature of the Disagreement. Without being exhaustive, some of the differences are: In an arbitration, the case will be heard and decided by one or more arbitrators, generally in a private proceeding; whereas, in a court proceeding, the case will be heard by a judge and often a jury, generally in a public courtroom proceeding. Similarly, an arbitration award (i.e. decision) is generally private; whereas, a court decision or jury verdict is generally public. Whether punitive damages are awardable in an arbitration and, if so, to what extent, varies between different jurisdictions; whereas, depending on applicable law and facts, punitive damages may often be obtainable in

a court proceeding. One generally has a say in choosing the arbitrator or arbitrators; whereas, in a court litigation, the judge will have been elected or appointed, and the litigants generally do not have a say as to who that will be. Court decisions are generally appealable and may be changed on review by appellate courts; whereas, an arbitration award (i.e. decision) is generally final, except for limited reasons such as, among others, arbitrator bias and other misconduct, and may not be successfully appealed. Parties generally are only responsible to pay filing fees to the court to initiate proceedings in court. In arbitration proceedings, parties generally share the cost of such proceedings, including the arbitrators' fee, and the arbitrators may assess the full costs of the arbitration on one of the parties. The ability to learn facts and question witnesses before a hearing (referred to as pre-trial discovery) is generally broad in a court proceeding but is often substantially more limited or may be entirely unavailable in an arbitration. You should consider consulting independent counsel as to these factors, the entire subject of arbitration, and whether arbitration as to this engagement is advisable for you.

If you request, we will provide you with the currently applicable arbitration rules and further background on the arbitration body and process; they are also generally available on the internet. We will also discuss, if you wish, the foregoing factors, the available arbitration rules and possible special arbitration procedures.

By signing this Agreement with this paragraph in it, you acknowledge that you are comfortable you understand and have been adequately informed (after having had sufficient opportunity to consult with counsel and obtain any information you wish) to agree to arbitration as provided herein. **If you do not agree to such arbitration, please draw a line through this subparagraph and initial that change in the margin.**

(h) **Advice as to Agreement.** We have encouraged and given you an opportunity to consult with other independent counsel and advisors of your choice regarding the terms and advisability of this Agreement before you sign it or accept our legal services, to the extent you may wish so that Your Assent has been carefully considered and informed. Your Assent to this Agreement confirms that you have done so to the extent you wish and feel needed, and that you are comfortable you have the information and advice you need or deem prudent in this regard.

(i) **Marketing Permission.** Your Assent to this Agreement confirms your consent that GT may use your name, logo, and a general description of this engagement in its business development efforts and materials.

If you do not wish for this information to be used in that manner, please draw a line through this subparagraph and initial that change in the margin.

(j) **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and have no effect other than for convenience of reference.

(k) **Effectiveness and Execution.** This Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter upon our rendering of any services for you as to the Subject Matter as provided above. However and regardless of that, we recommend and ask that you execute and return a copy of this Agreement for our records and keep one for your records. In that regard, this Agreement may be executed in counterparts, which

shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

(1) **Errors and Omissions Insurance.** In conformity with the California Business & Professions Code, we confirm here that GT maintains errors and omissions insurance coverage applicable to the services to be rendered for you.

Please countersign a copy of this letter and return it to confirm Your Assent to this Agreement. For your convenience, enclosed is a self-addressed, stamped envelope.

Very truly yours,

GREENBERG TRAUIG, LLP

Enclosure

By: 

Alice Kessler

**ACCEPTED AND AGREED
WITH CONSENTS AND WAIVERS GRANTED:**

Azusa Unified School

District By: _____
Arturo Ortega, Superintendent

Dated: _____

cc: Sandra Benavides, Clerk
Azusa Unified School District Board of Education

BILLING POLICIES

Introduction

This document outlines our standard billing practices, supplementing and as a part of our Agreement with you.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. The rates of our lawyers and paralegals are subject to change. Any new rates will be implemented immediately after they are adopted and apply to services rendered after the effective date of them. You will be advised of rate changes, and may discuss them with us.

We will charge for all time spent representing your interests, including without limitation telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any) and others; conferences among our legal and paralegal personnel; legal due diligence; drafting and finalizing letters, emails, agreements, leases, pleadings and other such papers, providing and participation in document and written discovery; factual investigation; legal research; responding to client requests for additional information; responding to client requests to provide information to auditors such as during audits of financial statements; preparation for and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town) when necessary. Hourly charges are applied to total time devoted to client representation.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during this engagement. We believe that GT's rates are competitive with those of comparable law firms. You will be responsible to pay all such charges incurred during this engagement and for reimbursing us for any actual expenses we advance on your behalf. Our charges may include without limitation travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors (such as court reporters, surveyors, title companies, experts and consultants) will be directly billed or directed to the client pursuant to engagement agreements in which payment and indemnification terms remain strictly between the client and the vendor. GT will not be responsible for payment of such services. Prompt payment of these charges is essential to enable us to provide timely and efficient service to you, with the assistance of such outside contractors.

If desired, and if we are given sufficient expense deposits in advance, GT will directly pay outside contractors. If GT has done so without or before such a deposit, you will promptly reimburse GT for whatever it has paid.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to this engagement during the prior month. At your option, the invoice will be either general or detailed. The general invoice will state the total fees due for legal work and the total expenses incurred and charged to the engagement. In the alternative, the invoice will provide detailed back-up showing the attorneys who worked on the matter, the work performed, the time spent on the task, and the total fee and expense amounts due. If you have special billing procedures or requirements, please advise us promptly, and we will attempt to bill you in accordance with them, to the extent feasible.

Payment of Invoices

Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month or such lesser rate as may be the legally permissible maximum. If we receive a payment from you when more than one invoice is outstanding on any of the matters GT is working on for you, we will apply that payment to any such outstanding invoice, unless the payment is accompanied by the remittance copy of the specific invoice being paid or by some other written direction how you intend the payment to be applied. GT may discontinue representation, in accordance with applicable Ethical Rules, of any client or any matter where payment is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by GT's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive payment due-dates and the consequences of non-payment or overdue payment.

In the event of arbitration or suit as to any unpaid fees or costs, if GT prevails, in addition to any other relief or remedy granted to it, GT will be paid or reimbursed for the reasonable value of our attorneys' fees and expenses for and in that proceeding.

Retainers

For certain types of matters, GT requires that clients provide an initial fee retainer and expense deposit. The exact amount of the retainer and deposit will be agreed to by the client and the billing attorney.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.