

Gregory J. Rolen
direct: (415) 281-7654
grolen@hbblaw.com

Haight Brown & Bonesteel LLP
Three Embarcadero Center
Suite 200
San Francisco, California 94111
415.546.7500
415.546.7505 fax
www.hbblaw.com

June 9, 2022

VIA EMAIL ONLY

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Ms. Kelly Bowers, Ed.D.
Superintendent of Schools
Livermore Valley Joint Unified School District
685 East Jack London Blvd.
Livermore, CA 94551
Email: kbowers@lvjUSD.org

**HAIGHT ATTORNEY-CLIENT
RETAINER AGREEMENT**

Re: Livermore Valley Joint Unified School District

Dear Ms. Bowers:

This letter follows our recent communications and will when signed by you confirm your engagement of Haight Brown & Bonesteel LLP (“Haight” or “the Firm”) to represent the interests of Livermore Valley Joint Unified School District (“Client”) in education related legal matters. This Attorney-Client Retainer Agreement (“Agreement”) sets forth the terms and conditions of our engagement in compliance with the requirements of the California *Business and Professions Code* (including Section 6148 thereof) and the California *Rules of Professional Conduct*.

We have examined our conflicts database based on the information provided to us and are not aware of any conflicts at this time. If additional parties adverse to your interests are added to this matter, or as expert witnesses are identified, we will update our conflicts check and advise you of any issues.

We have always sought to communicate about fees and billing practices at the outset of any matter; indeed, California requires written fee agreements in most cases. We ask that you carefully read this letter. If you have any questions, concerns or comments, please feel free to discuss those with us. We encourage you to discuss these matters with our attorneys at the inception of the matter, and to continue to do so should you have questions as the matter proceeds.

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The scope of the representation that you have asked us to undertake is as follows:

Any and all education related legal matters at the direction of
Superintendent and Board of Education

The scope of our representation may be expanded from the services described above only if agreed upon in writing by both of us.

The undersigned will be the principal attorney supervising this matter and is also responsible for billings. Any billing-related inquiries can be directed to the undersigned's attention, or you may contact our Manager of Accounting & Finance, David Bacon, in the Firm's Los Angeles office. It is our practice to assign the lowest billing rate professional who is sufficiently experienced and well capable of handling a particular matter. However, we reserve the right to make assignments which, in our reasonable judgment, are necessary and desirable irrespective of the billing rate(s) of such person(s).

The following standard terms and conditions of our engagement shall apply to this matter:

Execution of Retainer Agreement. If this Agreement was executed on behalf of a corporate or partnership entity, the representative(s) of such corporate or partnership entity represent(s) that he/she/they is/are a duly appointed officer, partner, shareholder, or manager of such corporation or partnership, that the corporation or partnership is active and in good standing and that he/she/they possess actual authority to enter into this Agreement on behalf of such corporate or partnership entity. If more than one person executed this Agreement as Client, then each of them waives any conflict of interest that may exist or might hereafter arise between them in their representation by Haight, except this waiver shall not apply after written notice from one of them objecting to continued representation, or from us notifying you that a conflict has arisen which would preclude such joint representation.

Fees. Haight will bill Client on a monthly basis (unless otherwise agreed to in writing). Each invoice will provide a detailed accounting of services rendered during the immediately preceding month. Descriptions of such services may therefore be subject to the attorney-client privilege and we recommend therefore that our invoices be treated as privileged communications and safeguarded appropriately. With respect to legal services, Client will be billed on an hourly basis (unless otherwise agreed to in writing) at

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rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney(s), paralegal(s) or professional(s) rendering the services. Please note that our regular hourly rates are typically adjusted every twelve (12) to twenty-four (24) months. We will notify you at least thirty (30) days in advance of any such adjustment before any legal services at the adjusted rates are provided. For purposes of this matter, our present rates are as follows:

<i>Partners:</i>	<i>\$395.00/ hour</i>
<i>Senior Counsel:</i>	<i>\$335.00/ hour</i>
<i>Senior Associates:</i>	<i>\$295.00 / hour</i>
<i>Associates:</i>	<i>\$265.00 / hour</i>
<i>Paralegals:</i>	<i>\$150.00 / hour</i>

Reimbursable Costs. Our invoices will also reflect reimbursable costs incurred on your behalf in the referenced matter at the amount(s) actually charged or incurred, including costs associated with copying, scanning, printing; telephone calls; courier/overnight services; postage; third-party conference calls and third-party services such as: transcript, filing, and recordation fees; and other case-related disbursements such as charges by expert witnesses, consultants and investigators. While many expenses are generally paid by the Firm and charged to Client, it is our practice to forward invoices for significant disbursements greater than Five Hundred Dollars (\$500.00) to Client for direct payment to the vendor. In addition, if it becomes apparent that substantial costs are to be advanced in connection with this matter, it is the Firm's practice to obtain a "cost retainer" from Client for payment of such expenses. Client hereby authorizes us, consistent with any applicable written litigation guidelines or procedures applicable to this matter with which Haight has agreed to comply, in our discretion and without the need for prior consultation or approval, to incur on Client's behalf filing fees, attorney service fees, registration fees, recording fees, copying costs, travel costs and other costs incurred in representing Client's interests in this matter. The Firm also utilizes litigation management and trial presentation software to more efficiently and effectively deliver high quality legal services to clients, including *Logikull* and *Relativity*; depending upon storage volume and/or usage, there will be direct, out-of-pocket costs incurred in the use of such programs which Client hereby authorizes the Firm to incur and to itemize on its billing statements. Client also authorizes the Firm to instruct court reporters and other vendors to bill Client directly for services incurred, consistent with the foregoing.

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Retainer. It is the Firm's policy to require an initial retainer before commencing legal services for a new client, or where circumstances warrant a retainer for existing clients. Accordingly, the amount of the initial retainer for this matter is \$5,000.00. The retainer to be paid by you constitutes fees paid in advance to us as compensation for the legal services to be performed. You may send the retainer to: Haight Brown & Bonesteel, Attn: Accounting Department, Forty-Fifth Floor, 555 South Flower Street, Los Angeles, CA 90071. You hereby authorize us to charge our fees and costs against this retainer as earned. When the retainer is exhausted, you agree that you will replenish the retainer within fifteen (15) days of our written request that you do so. It is against our policy to prepare for or to begin trial for a client without a paid-up account and, as appropriate and upon written request to you, an additional retainer payment. We will generally address such issues with you not less than one hundred twenty (120) days prior to the trial date. Upon the conclusion of our representation of you, we shall refund any remaining unearned portion of a retainer.

Payment. Our invoices will be issued monthly and are due and payable immediately; as set forth above, as applicable, invoices shall first be charged against an existing retainer balance. If there is no retainer or such balance is insufficient to pay the subject invoice in full, Client agrees to pay the balance due and, as appropriate, to replenish the retainer within fifteen (15) days. The full and prompt payment of our invoices is vital to our ability to efficiently provide legal services to all clients. Failure to timely pay our bills may affect our ability to represent you adequately and could result in our withdrawal as legal counsel. We reserve the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all past services rendered and costs advanced.

Conflicts of Interest. Haight observes the professional and ethical requirements of the Rules of Professional Conduct as promulgated by the State Bar of California, including its rules as to avoiding the representation of adverse interests among clients and protecting the confidentiality of attorney-client communications. Please be advised that the Firm invests time, energy, and commitment in certain long term client relationships of our choosing, in which clients may rely upon the availability of our representation. Accordingly, it is understood and agreed, and you hereby consent, that our attorney-client relationship with you and the matters in which we represent you or any related persons' and entities' interests will not, in themselves, serve as a basis for our disqualification from representation of other clients or parties in any legal proceedings, cases, controversies, or matters, except if and to the extent absolutely non-waivably required by

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the Rules of Professional Conduct. In the event of a conflict, we may withdraw from representing you or another client in our discretion in order to address conflict issues.

Our engagement by you is also understood as entailing your consent to our representation of our other present or future clients in “transactions,” including litigation and business or counseling matters, in which we have not been engaged to represent you or in which you have other counsel, and in which one of our other clients would be adverse to you in matters unrelated to those that we are handling for you. Given the nature of our relationship with certain long term clients, there is a need for our Firm to preserve its ability to represent existing clients on matters which may arise in the future including matters which may be adverse to you, provided that we would only undertake such adverse representation of others under circumstances in which we do not possess confidential information of yours relating to the subject transaction, and we would staff such a project with one or more attorneys who are not engaged in your representation. In such circumstances, the attorneys in the two matters would be subject to an ethical wall, screening them from communicating with each other regarding their respective engagements and preventing them from accessing case or client files, records, or communications of the other’s matter. We understand that you consent to our present and future representation of you and our other clients under those circumstances, provided that in the future you may choose to terminate the Firm’s representation of you, but not our representation of other clients.

Attorney-Client Communications. This will confirm that your attorney-client communications and any confidential client information you provide to us will be protected by us at all times from disclosure by us, except as may be in your interest and under your direction, or as may be required by law.

Insurance. To the extent Client has liability insurance coverage applicable to the subject matter of this retention, Haight shall, consistent with the terms and conditions of such insurance coverage, including applicable deductible or retention provisions, seek to obtain payment for its legal fees and costs directly from such insurer(s) as have agreed to participate in Client’s defense once any such deductible or retention has been satisfied, typically by Client’s payment of Haight’s legal fees and costs until exhaustion of such deductible or retention. Some insurance companies may impose restrictions on the type, amount of or hourly rate for legal services which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from the terms of this

Agreement. While Haight will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Haight's agreement is with Client, and Client nevertheless understands and agrees that it shall remain liable to Haight for all legal fees and costs which are not paid by such insurer(s) or which are within the applicable deductible(s) or retention(s) of, or are otherwise not covered by, such insurance policy(ies).

Term of Engagement. Either of us may terminate this engagement by fifteen (15) days' prior written notice to the other, for any reason, by written notice to that effect, subject on our part to applicable Rules of Professional Conduct. If permission for withdrawal is required by a court, Haight will promptly apply for such permission, in accordance with local court rules, and Client agrees to cooperate in such process and to engage successor counsel. Unless previously terminated, or otherwise agreed in writing, our representation of Client for purposes of the referenced matter will terminate upon our sending the final statement for services rendered in this matter or, if there are no outstanding fees due (and thus no need for a final statement for services), a written communication to Client confirming the termination of our representation.

Information/Client Responsibilities. We will keep Client informed of the status of the referenced matter and will send copies of correspondence, pleadings and/or other relevant documents which we initiate, and copies of correspondence, pleadings and/or other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available which is relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Disposition of Records. Haight is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Client agrees that Haight may destroy matter files or records thirty (30) days after providing notice of its intention to destroy them (unless Client requests delivery of those materials within thirty (30) days of such notification), or without prior notice after five (5) years from the date the matter has been completed, whichever is earlier.

Responses to Audit Letters. If Client engages certified public accountants to audit Client's financial statements, it is likely the accountant or accounting firm will request, during the audit, that Haight provide a written description of all pending or threatened claims or lawsuits to which Haight has given substantive attention on Client's behalf.

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This request is typically a standardized letter provided by the accountant or accounting firm which Client is requested to send to Haight. Minimum fees for responses to such audit letters will be billed at \$500. However, if more than two hours of time is necessary to prepare such a response, we will charge our regularly hourly rates for time actually incurred.

No Representations as to Outcome. Litigation and business disputes are, by their very nature, unpredictable. It is impossible to warrant a successful result or represent that a particular result can be obtained within a specified time frame. Haight makes no representations or warranties concerning the successful prosecution or defense of this matter, or the favorable outcome of any legal action that may be filed, and does not guarantee that Haight will obtain compensation for or reimbursement to Client of any of Client's costs, expenses or other claimed damages resulting from the matters out of which the referenced matter arises. All statements of Haight on these matters are statements of opinion only.

Experts, Consultants and Investigators. In its discretion, and with Client's prior approval, Haight may retain experts, consultants and/or investigators to report to Haight as to the facts of this matter, to testify, if necessary, at trial, or both. Client authorizes Haight to execute retainer or engagement agreements on its behalf with such experts, consultants or investigators. The experts, consultants or investigators will report exclusively to Haight. Said experts, consultants or investigators shall be deemed employed by Client, not by Haight. However, such experts, consultants and/or investigators may present bills for their services to Haight, who may either (a) forward such bills to Client for direct payment if they exceed the sum of \$500, or (b) pay such bills, in which event the amount paid shall be considered a cost advanced by Haight to be reimbursed by Client. Haight will consult, in advance, with Client before retaining such experts, consultants or investigators, or incurring significant expenses associated therewith.

External Electronic Communication and Data Storage Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication (via the internet or other network) and/or may store such information utilizing "cloud-based" storage media (all collectively "EC"). Client understands that EC is not an absolutely secure method of communication and/or data storage. Client's execution of this Agreement will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate

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with Client or others necessary to effectively and efficiently represent Client. If there are certain documents or information with respect to which Client wishes to maintain absolute confidentiality, Client must advise the Firm in writing not to transmit or store such documents or information via EC and the Firm will thereafter comply with Client's request.

Retention of Records by Client. The files and records of Client pertaining to the underlying matter may be important evidence. These records include essentially all records Client produced or received, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, an invoice or a contract, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record. Various laws, some specific to your business or particular activity, may require you to maintain certain types of records, usually for a specified period of time. Regardless of the application of other laws, however, if this matter reaches litigation the discovery laws require you to retain potentially relevant records, including electronic data. Failure to retain those records and data could subject you to sanctions and fines, cause the loss of rights, obstruct justice, place you in contempt of court, and/or seriously disadvantage you in the litigation. Accordingly, we request that if you have not already done so, you immediately secure and retain all materials, whether paper or in electronic or other form, that may be relevant to this engagement. Please contact me directly with any questions you or your colleagues or staff may have about any document or electronic data issues.

Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with the specific matter identified above. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on Client's future rights and liabilities. Unless Client engages the Firm, in a writing signed by both parties, to provide additional advice on issues arising from the matter, Haight has no continuing obligation to advise you with respect to future developments.

Haight's General Counsel. Circumstances arising during the subject engagement may cause Haight to seek legal advice about its own rights and responsibilities regarding its engagement by Client pursuant to this Agreement, and in connection with its provision of legal services for Client in the most effective and efficient manner. Haight may seek such advice from one or more Haight attorneys who are designated as General Counsel or Associate General Counsel; such attorneys do not work for Client and will not be performing any services for Client or on Client's behalf, nor will the time of any such

attorneys be charged to Client. Alternatively, Haight may seek such advice from outside attorneys, at its own expense. Client agrees that any such communications and advice are protected by Haight's attorney-client privilege with its own counsel and that neither the fact of any such communications nor their substance will be subject to disclosure to Client. To the extent Haight is, through any such communications, addressing its own rights and responsibilities, a conflict of interest might be deemed to exist between Haight and Client, particularly if a dispute should later arise between them arising out of the subject representation. Client hereby consents to such consultation(s) occurring and waives any claim of a conflict of interest based on such consultation(s) or resulting communications that might otherwise disqualify Haight from providing legal services for Client or prevent it from acting on its own behalf, even if such consultations and communications with Haight's counsel might be deemed adverse to Client's interests. Because a waiver of a potential conflict of interest may affect Client's rights, Client is encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of such potential conflict of interest as specified above.

Arbitration of Fee Disputes. Client and Haight agree that if any dispute arises with respect to Client's liability for fees and costs incurred, said parties agree first to try in good faith to settle the dispute themselves, or by mediation under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is located, before resorting to arbitration. Client has the right under California law to require a non-binding fee arbitration in the event a dispute over our fees arises; Client may also elect binding arbitration. Client's agreement to arbitrate disputes regarding Client's liability for fees and costs is not a condition of Haight agreeing to represent Client, and if Client does not wish to agree to arbitrate such disputes, Client should immediately advise us before counter-signing this Agreement. Following the mediation procedure referenced above, any remaining, unresolved controversy pertaining to legal fees and costs incurred by Haight shall be submitted to arbitration under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is located in accordance with that bar association's applicable rules, and Client agrees to participate in and to cooperate with such submission. Because of the material savings in time and expense afforded by such arbitration procedures, Haight will request binding arbitration of any such dispute. If Client also agrees to binding arbitration at or prior to

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the fee arbitration hearing, Judgment upon an award rendered by the arbitrator(s) may be entered in any Court having jurisdiction pursuant to such rules. Under such circumstances, Haight and Client agree to be bound by the award of the arbitrator(s), and that any such award shall be enforceable in accordance with the provisions of the *California Code of Civil Procedure* and the *California Business and Professions Code*. California substantive law, including any applicable limitations periods, shall apply to any dispute regarding fees and costs between Haight and Client. In any litigation or arbitration with respect to Client's liability for fees and costs incurred and arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and, as applicable, interest at the legal rate from the relevant (unpaid) invoice date(s). Client acknowledges that Client can retain a law firm or attorney who does not require an arbitration provision. Because an agreement to binding arbitration and the resultant waiver of a right to a jury trial may affect Client's rights, Client also acknowledges that Client has had the opportunity to fully and freely discuss with a representative of the Firm the arbitration process and its consequences. Client is also encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver and to binding arbitration. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of jury and to participate in arbitration as to fee disputes as set forth above. These provisions shall not apply to any other claim or dispute concerning Haight's performance of legal services for Client.

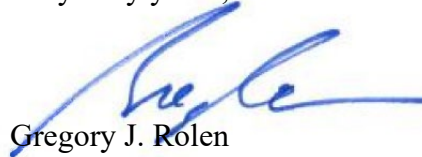
Entire Agreement. This Agreement represents our entire agreement, which is effective on the date you counter-sign this Agreement. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. This original Agreement has been executed on behalf of the Firm. You should sign and retain it for your file, and sign and return a copy to Haight with the retainer fee. By counter-signing in the space provided below and returning to Haight a copy of this Agreement (with the applicable retainer, if any), Client's representative confirms that she or he has read, understands and agrees to the terms of this Agreement and that she or he is authorized to execute this Agreement on Client's behalf to confirm the engagement of Haight Brown & Bonesteel LLP to represent Client in connection with the referenced matter, subject to the terms and conditions set forth above.

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We welcome you as a valued Haight client and look forward to working closely with you and your colleagues towards a successful conclusion of this matter.

Very truly yours,



Gregory J. Rolen
Haight Brown & Bonesteel

Agreed and accepted.

Dated: _____

Kelly Bowers, Ed. D.
Superintendent of School
Livermore Valley Joint Unified School District