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April 23, 2024

VIA EMAIL ONLY

Attn: Andra M. Greene
General Counsel
San Diego Unified School District
4100 Normal Street, Room 2148
San Diego, CA 92103
amgreene@sandi.net

Re: *Amended Engagement of Legal Services*

Dear Ms. Greene:

This letter confirms that San Diego Unified School District (“Client” or “you”) has retained Sanchez & Amador, LLP (referred to as “us,” “our,” or “we”) effective April 10, 2024, to provide the services specified below on the terms set forth below.

1. Scope of Engagement. We will represent Client in sensitive internal investigations which are specifically assigned to us in writing and which we confirm in writing we will undertake. The scope of this engagement does not include any other representation, including litigation or government agency charges, if any, that employees may pursue, or general legal advice.

2. Fees for Service. We will represent you on an hourly basis. You will be billed based on the number of hours devoted to the matter multiplied by the hourly billing rate for the professionals performing the services. Lupe Valencia will have primary responsibility for the matter at the discounted rate of \$540 per hour. Should you agree an associate is needed, Associate Chase E. Dean will work with Lupe at the discounted rate of \$370 per hour. We will bill for all time spent on the matter, including travel time for one party (at half rate) and waiting time at meetings for which you request our presence. We will notify you in advance of changes to the billing rates.

3. Out of Pocket Costs and Disbursements. You will not be charged for ordinary overhead costs, such as local telephone charges and postage. Throughout our representation, however, you will be responsible for paying any out-of-pocket costs that may be incurred, such as third-party research charges, photocopying, document services, parking, mileage, court reservation fees, delivery charges, and messenger services. All such charges will be invoiced at our cost.

4. Retainer. You have represented that you have authority to begin the investigation without the need for Board approval. Accordingly, we will not require a retainer for this engagement, but we reserve the right to do so.

5. Monthly Statements. We will send you an invoice each month for services rendered and disbursements incurred on your behalf during the previous month. All unpaid invoice amounts are due and payable upon receipt of the applicable invoice. If you have any questions or concerns regarding any invoice, please contact us as soon as possible. If you object to any portion of an invoice, you agree to pay the undisputed amount, which will not constitute a waiver of any question or objection you may have.

6. Insurance Coverage – Ours and Yours. Sanchez & Amador, LLP maintains errors and omissions insurance applicable to the services to be rendered as defined above. The scope of our representation does not include advising you as to insurance coverage that may be available or applicable to the claims that have been made against you or affiliated persons or entities. Insurance coverage may be available and we strongly encourage you to search for and review all policies that may be applicable and, if appropriate, seek legal advice regarding such policies.

7. Discharge or Withdrawal. You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes breach of this agreement, refusal of you or your agents to cooperate with us or to follow our advice on a material matter, or any circumstance that would render our continuing representation unlawful or unethical. Any such discharge or withdrawal shall be subject to our right to receive the fees and reimbursement of costs and disbursements provided above.

8. Possession of the File. During the course of our representation, we will maintain a file that will contain original correspondence, evidence, and other documentation relating to Client. At the conclusion of our representation, we will return all original files we received from Client. All other archival files will be maintained electronically for a period of three years, after which we may destroy such files. Prior to that time, we will provide copies of such files on request.

9. Binding Arbitration: Waiver of Right to Jury Trial. Any controversy, claim or dispute in the course and scope of the attorney-client relationship or arising out of or relating to this engagement agreement or the breach, termination, enforcement, interpretation or validity of this engagement agreement, including the determination of the scope or applicability of this agreement to arbitrate (collectively referred to hereinafter as a “Dispute”) shall be determined by binding arbitration in Los Angeles, California, in accordance with Title 9 of the California Code of Civil Procedure, Sections 1280, et seq., and under the commercial rules of JAMS, an independent dispute resolution service. The applicable law for any such Dispute shall be the laws of the State of California for agreements made in and to be performed in California.

“Disputes” shall include, without limitation, those involving fees, costs, billing, claims of professional negligence, malpractice and breach of ethical or fiduciary duties.

The parties shall select a single arbitrator pursuant to the rules of JAMS. A decision by the arbitrator shall be final and binding upon the parties and upon any persons claiming by, through or under them. Judgment upon any such determination or award may be entered in any court of competent jurisdiction. This agreement to arbitrate is not intended to abrogate your right to require a non-binding fee arbitration pursuant to California Business and Professions Code Section 6200, et seq.

The parties hereby expressly, intentionally and deliberately waive any right they may otherwise have to trial by jury of any claim or controversy that is subject to binding arbitration under this Section 9.

10. Authorized Signatory. The person executing this agreement represents and warrants that she has obtained all necessary consent and is authorized to enter into this agreement.

11. Nature of Relationship. The attorney-client relationship is one of mutual trust and confidence. You and your representatives must be truthful with us and keep us informed of any developments that may have an impact on the matters for which we are engaged.

12. Integration. This letter constitutes the entire agreement between us relating to the subject matter hereof and supersedes all prior agreements or understandings of the parties concerning such subject matter.

13. No Guarantee. No guarantee has been or can be made with respect to the outcome of our representation.

Andra M. Greene, Esq.
April 23, 2024
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If you are in agreement with the foregoing, please sign this letter where indicated below and return it to us via email or overnight delivery. We appreciate your trust and confidence and look forward to representing you.

Very truly yours,



Marytza J. Reyes

AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: Andra M. Greene, Esq.


