



Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, Suite 2800 | Los Angeles, CA 90017-5406 | tel 213.488.7100 | fax 213.629.1033

Mark E. Elliott
tel: 213.488.7511
mark.elliott@pillsburylaw.com

May 23, 2017

VIA EMAIL

Nick Heinlein
Assistant Superintendent of Business
Saugus Union School District
24930 Avenue Stanford
Santa Clarita, CA 91355

Dear Mr. Heinlein:

This letter confirms that Saugus Union School District (“you”) has engaged Pillsbury Winthrop Shaw Pittman LLP to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

1. Scope of Engagement and Fees. You have asked us to provide you with legal environmental compliance counseling.

Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

2. Identity of the Client. Unless agreed otherwise in writing, Saugus Union School District will be our sole client in this engagement. You understand that we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders.

3. Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.

4. Advance Conflicts Waiver. Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or compete with one another. Our website, www.pillsburylaw.com, describes the types

of clients we represent, the locations where we practice, and the matters we typically handle.

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have specific agreement from you in advance that we may do so.

Your signature on this letter confirms that you understand and agree that we may take on such unrelated matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and that we recommended that you do so.

5. Termination or Withdrawal. Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

You may terminate this representation at any time, with or without cause, by providing written notice to us. In the event of such termination, you agree to pay for our time and expenses incurred on your behalf for copying and transferring files to other legal counsel.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.

6. Arbitration of Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association. The arbitration will be governed by the rules for complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

7. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

8. Additional Engagements. If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.

9. Review and execution. Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

ADDENDUM
BILLING AND DISBURSEMENTS

1. Our Billing Policies and Procedures. Our fees are based on the number of hours devoted to this engagement. The current rates for our attorneys and paralegals who will work on your matter are as follows:

Attorney/Paralegal Name	Rate
Mark E. Elliott	\$770
Julia E. Stein	\$605

From time to time, it may become necessary or desirable to assign different or additional attorneys or paralegals to work on your matter. You agree that we may charge our hourly rates currently in effect at the time the work is performed.

Our standard hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors. We will provide you with notice of any adjustment in rates for professionals working on your matter.

Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due upon your receipt of our statement.

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is not paid within 35 days following the date of the statement, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35th day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due.

2. Estimates of Fees and Expenses. Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Our preliminary estimate of fees for this matter is \$10,000. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

3. Disbursements. In the course of our engagement we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the course of the engagement is set forth below.

PILLSBURY WINTHROP SHAW PITTMAN LLP
DISBURSEMENT CHARGE RATES ¹ - USD
As of 09/01/2016

DISBURSEMENT/EXPENSE*

CLIENT CHARGE BASIS

Computer

Litigation Support Data Hosting charges

\$20 per GB per month

Computer Research (LexisNexis and Westlaw), etc.

Charged based on standard vendor rates per search, less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search.

Document Processing

\$60/hr. - Basic (Simple creation and editing; basic PowerPoint, Excel and Acrobat services)

\$75/hr. - Standard (Forensics and troubleshooting; advanced PowerPoint, Excel and Acrobat services)

\$90/hr. - Premium (Graphic design; SIs; non-standard programs; financial tables)

Document Preparation

Convenience Copies, Printing, Scanning

\$0.19 per page – Black and white

\$0.44 per page - Color

Copy Center Reproduction and Printing (Photocopies, scans, images, etc.)

\$0.15 per page (for jobs under 3,500 counts)

\$0.10 per page (for jobs of 3,500 counts or more)

Oversized Copies

\$0.75 per page

Color Copies

\$0.40 per page (for jobs under 3,500 counts)

\$0.35 per page (for jobs of 3,500 counts or more)

Document Binding (Briefs, formal presentation documents, etc.)

\$1.25 per binding

CD Burn

\$5.00 per burn

DVD Burn

\$7.50 per burn

Tabs

\$0.20 per tab

Litigation Preparation (Copying, scanning, etc).

\$0.10 per page (light)

\$0.12 per page (medium)

\$0.15 per page (heavy)

\$0.19 per page (glass work)

* There is no charge for postage, faxes or domestic and international phone calls

¹ All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$2500) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities (“CPA”) or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

4. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms (“eDiscovery databases”), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm’s network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up-to-date.

5. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you (“Client Files”) and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

If you do not request return of the Client Files, we will maintain them for a period of five (5) years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so in order to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

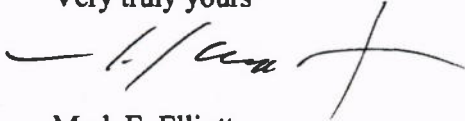
Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third-parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using "cloud computing."

6. Non-legal Services. Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.

Nick Heinlein
May 23, 2017
Page 4

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

Very truly yours



Mark E. Elliott
Enclosure: ADDENDUM

Accepted and agreed to:

Saugus Union School District

By: 
Nick Heinlein
Assistant Superintendent of Business

Dated: May 23, 2017