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October 12, 2015

VIA EMAIL & U.S. MAIL
Reginald.Depass@cvesd.org

Mr. Bernardo Vazquez, Board President
c/o Reginald M. DePass
Director of Finance and School Operations
Feaster Charter School
670 Flower Street
Chula Vista, CA 91910

Re: Legal Representation

Dear Mr. Vazquez:

We very much appreciate that Feaster Charter School has asked us to provide Board governance training and other counseling as requested.

California law generally requires that attorneys and their clients reflect their relationships in writing. Consequently, our firm has instituted the practice of providing an engagement agreement for each new client. Attached herewith is a copy of our Engagement Agreement, which outlines the agreed upon conditions under which we would be representing you. I would appreciate your signing and either emailing or mailing it back to me, along with your \$1,000 retainer check. I am also enclosing an invoice for the deposit amount to facilitate receiving funds from the District.

If there is anything in our Engagement Agreement that is contrary to your understanding or wishes, please call me and we will discuss it. We are committed to professionally represent you, and we believe a clear understanding of our relationship is an important aspect of our achieving that result.

Sincerely,

A handwritten signature in black ink, appearing to read 'John C. Lemmo', written over a horizontal line.

John C. Lemmo
Procopio, Cory, Hargreaves
& Savitch LLP

JL:ebd
enclosure

ENGAGEMENT AGREEMENT

This Engagement Agreement ("Agreement"), dated as of October 12, 2015 is made in San Diego, California, between Feaster Charter School, the undersigned "Client," and Procopio, Cory, Hargreaves & Savitch LLP, whose primary business address is 525 B Street, Suite 2200, San Diego, California 92101-4469 ("Firm").

1. **Conditions.** Firm shall have no obligation to provide legal services to Client, until Client returns a signed copy of this Agreement and pays the deposit, if any, required below. However, any legal services provided to Client at Client's request prior to the execution and return of this Agreement to Firm shall be covered by this Agreement.
2. **Engagement of Firm.** Initially, the general nature of legal services to be rendered by Firm for Client is as follows: provide Board governance training and other counseling as requested. Client hereby employs Firm to render the legal services requested from time to time by Client on the terms set forth in this Agreement. Firm is not being retained to represent any party other than Client. Client understands that no particular result, compensation or recovery is or can be guaranteed or promised by Firm in rendering legal services requested by Client for any particular matter. Firm undertakes to render legal services requested by Client and accepted by Firm. Unless Firm otherwise notifies Client in writing, all legal services requested by Client from time to time and accepted by Firm shall be governed by this Agreement. It is understood that Client is not relying on Firm for business, investment or accounting decisions or to investigate the character or credit of persons with whom Client may be dealing. Communications between Client and Firm may be made in person, via telephone, including via mobile phone, via facsimile, via mail or via electronic mail, and Client hereby authorizes communication by all such means.
3. **Fees.** Unless Firm agrees in writing to a fixed fee, Firm's compensation for legal services rendered for Client's matters ("Fees") will not be a fixed amount but rather will be an amount based primarily upon the time devoted to Client's matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on Client's behalf and all other work related to Client's matters. It is difficult to keep perfectly accurate time records for brief services such as telephone calls and review of correspondence. It has been our experience that due to the interruptive nature of such services, the briefest telephone call of correspondence takes a minimum of one-tenth of an hour and will, therefore, be billed at a minimum rate of one-tenth (0.1) of an hour. The hourly billing rates of Firm's lawyers vary depending upon their experience, and Firm's total fees vary depending upon the novelty and difficulty of the questions involved, the skill required to perform the legal service properly, the skill and experience of opposing counsel, the responsibilities assumed, the time limitations imposed by Client or the circumstances, the seriousness of the consequences, the results obtained and other considerations permitted or required by applicable rules of professional conduct. Firm's hourly rates are subject to change periodically, usually on January 1. Firm may utilize the services of independent contract attorneys on Client's matters and may charge Client more than Firm pays such attorneys for their services. At present it is anticipated that John C. Lemmo will be the

attorney primarily responsible for Client's matter. Mr. Lemmo's current hourly billing rate (discounted for charter school work) is \$350. This rate will be charged for all members of our charter schools team. Client is responsible for and will pay all Fees. In certain litigation matters, the court has the power to order that Client's fees are to be reimbursed, in whole or in part, by the other party; Client is responsible for all fees without regard to the amount of any fee award by the court and without regard to whether those fees are ultimately reimbursed to Client by the other party.

4. **Costs.** Client is responsible for and will pay all costs, charges and expenses incurred by Firm on behalf of Client ("Costs"). Costs may include, but are not limited to, filing fees, messenger charges, expedited delivery charges, investigation charges, computerized legal research and litigation support charges, including data entry and document imaging, copying charges, communication expenses (e.g., international long distance telephone charges, telecopy charges), travel expenses and expert fees and expenses. Some of these charges may include a mark-up for overhead and administration. Firm reserves the right to require Client to (i) engage or pay directly any third party consultant, expert witness, vendor or other party engaged on behalf of Client, (ii) pay all outside costs in excess of \$1,000.00 directly to the vendor, and/or (iii) provide Firm a cash deposit for Costs to be incurred.
5. **Deposit for Fees and Costs.** Upon signing this agreement, Client agrees to deposit with Firm the initial sum of \$1,000 to be applied automatically to pay Fees and Costs incurred on behalf of Client, until exhausted. This deposit does not represent an estimate of anticipated Fees and Costs. Firm reserves the right at any time to require that the deposit be replenished or that a new deposit in an amount determined by Firm be made to apply against future Fees and Costs, which additional deposit may be in an amount Firm then estimates may be necessary to complete the representation. Any unused portion of Client's initial or additional deposit will be returned upon completion or termination of Firm's services.
6. **Estimates.** Firm cannot determine at the beginning of a matter the full nature and extent of the legal services since they depend upon the actions of other parties or governmental agencies, or upon facts or issues not yet known. Accordingly, any oral or written estimate of the fees and costs for a particular matter or service at the inception of a matter will not bind Firm. Client shall pay Firm's fees and costs actually billed to Client regardless of any estimate.
7. **Monthly Statements.** Unless a different billing cycle is approved by Firm in writing, Firm generally will issue its statements for Fees and Costs on a monthly basis. The amounts due as stated on Firm's statements shall be deemed to be correct, conclusive and binding on Client unless Client notifies Firm in writing, within thirty (30) days from the date the particular billing is mailed, that Client disputes such charge. Firm's statements are due and payable upon receipt. All Fees and Costs unpaid for more than thirty (30) days bear interest at the rate of twelve percent (12%) per annum on the unpaid amount. If Client fails to pay Firm's statements within thirty (30) days of the statement date, Firm reserves the right to require an additional deposit in an amount determined by Firm or to terminate representation

8. **Firm General Counsel: Waiver of Potential Conflicts of Interest.** Although unlikely, it may be necessary in the course of Firm's representation for its lawyers to analyze or address their professional duties or responsibilities or those of the Firm and to consult with the Firm's General Counsel or other lawyers in doing so. To the extent Firm is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Firm and Client. As a condition of this engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that such consultations are protected from disclosure by Firm's attorney-client privilege and that Client will not seek to discover or inquire into them. Nothing in the foregoing shall diminish or otherwise affect Firm's obligation to keep Client informed of material developments in the course of the representation, including any conclusions arising out of such consultations to the extent that they affect Client's interests.
9. **Termination.** Client reserves the right to discharge Firm at any time upon advance written notice to Firm. Firm reserves the right to withdraw as legal counsel to Client at any time upon written notice to Client. If Firm withdraws or is terminated in accordance with this Agreement, the following provisions shall govern the rights and duties of Client and Firm:
- a. Firm will reasonably cooperate with Client to retain other counsel;
 - b. Client will provide all consents reasonably necessary to effect such withdrawal or termination;
 - c. Files for the matter shall be made available to Client; and
 - d. Client will pay promptly upon receipt of an invoice thereafter all Fees and Costs incurred prior to termination.
10. **Retention of Files.** After Firm's services conclude, Firm, will, upon Client's request, deliver files for the matter to Client, along with any funds or property of Client in Firm's possession. If Client does not request the file for this matter, Firm will retain it, either in its original form or on microfilm, microfiche, disk or electronically for a period of five (5) years after conclusion of the representation in the matter. If Client does not request delivery of the file for the matter before the end of the five-year period, Firm will have no further obligation to retain the file and may, at its discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. Firm reserves the right to purge from Client's file at any time attorney notes, research memoranda and other work product of Firm attorneys.
11. **Insurance.** If Client has insurance, there may be policy provisions that provide coverage for potential liability and/or attorneys' fees and costs applicable to the legal services to be rendered. It is Client's responsibility to advise Firm whether any such insurance exists. Firm maintains errors and omissions insurance coverage.
12. **General.** No change, waiver or modification of any of the terms of this Agreement shall be effective unless confirmed in writing and signed by a partner of Firm. This Agreement sets forth the entire agreement of Firm and Client concerning Client's employment of Firm.

Firm has not made any representations or promises (including binding estimates of Fees or Costs) to Client. If any provision of this Agreement is invalidated by a final judgment, the remaining provisions shall remain in full force and effect. This Agreement is binding on the respective successors and assigns of Firm and Client.

Firm

**PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP**

By: 

John C. Lemmo

The undersigned Client has read and understood this Agreement. The foregoing accurately sets forth all the terms of the engagement between Firm and Client.

Client:

FEASTER CHARTER SCHOOL

By: 

Bernardo Vazquez, Board President

Client Mailing Address:

670 Flower Street
Chula Vista, CA 91910

Deposit Enclosed: \$1,000