



September 28, 2020

Dr. Curt Dubost, Superintendent
Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446

Re: Engagement Agreement for General Legal Services, 2021-2022 School Year

Dear Dr. Dubost:

This letter will confirm that you have engaged Cunningham Law Group ("CLG") to perform the legal services described below. When you sign this document, this letter will evidence our agreement ("Agreement") with respect to those services. To the extent that California Business & Professions Code section 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

Please read this letter carefully. If you have concerns, please feel free to contact us. We encourage you to discuss these matters with us at any time from the inception of this Agreement through the course of representation.

I. RECITALS.

The scope of the requested representation is to advise and represent you in connection with any legal matters that you may refer to CLG from time to time, (excluding special education and Student discipline matters as detailed in a separate engagement letter with the District) ("Matter(s)").

The scope of our representation may be expanded from the work described above only if agreed upon in writing by both you and CLG. We cannot guarantee a particular result or outcome in the Matter for which we have been retained. Our responsibility in representing you is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

You recognize and agree that one or more lawyers and/or paralegals at CLG may work on the Matter. You understand that you are hiring CLG and not any individual lawyers. However, Shauna Cunningham will be the attorney primarily responsible for this Matter.

This Agreement will be effective when it is countersigned by you. However, this Agreement will apply retroactively to any services we may provide in connection with the engagement before the date this Agreement is countersigned by you.

II. ATTORNEYS' FEES IN INDIVIDUAL ACTION.

You agree to pay attorneys' fees on the following bases. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties. You understand that attorney time is normally billed on an hourly basis: Shauna Cunningham at \$240.00 per hour.

III. COSTS AND EXPENSES.

You shall be responsible for all costs and expenses incurred while working on your Matter. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With your advance authorization, CLG may employ outside investigators and other experts or consultants, whose fees and expenses shall be charged to you as costs.

CLG may, in its discretion, advance some costs and expenses, with reimbursements to be made by you upon monthly billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

If a billing statement is not paid when due as described in paragraph 2.2 above, from the date when such statement is 30 days past due, interest may be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833 percent per month (ten percent [10%] annual percentage rate). The unpaid balance will bear interest until paid.

IV. REPRESENTATIONS.

It is acknowledged that we have made no representation whatsoever regarding the successful resolution of the Matter.

V. COOPERATION AND RESOLUTION.

You agree to cooperate fully with us in all aspects of the Matter. Examples of the assistance that you are required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying this Firm's invoices as they come due.

VI. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.

You may discharge CLG at any time. CLG may withdraw for good cause. Among facts constituting good cause is the breach of this Agreement by you, failure to cooperate with us or to

follow our advice on a material matter, failure to pay CLG's invoices when due, or any fact or circumstance that would permit us to withdraw under California attorney ethics rules.

Unless specifically agreed by all parties, we will provide no further services and advance no further costs after receipt of notice that you have discharged CLG as your attorneys.

Should CLG withdraw or be discharged, it shall be paid for all costs advanced and any outstanding balance of attorneys' fees. You will remain responsible for any costs incurred on your behalf and remaining unpaid at the time of our discharge or withdrawal.

You and CLG each agree to sign any documents reasonably necessary to complete CLG's discharge or withdrawal as your attorneys.

Upon completion of the legal tasks and representation covered by this engagement letter, CLG will provide no further services unless agreed to in writing by both parties.

V. RIGHT TO SEEK INDEPENDENT LEGAL ADVICE.

Before entering into this Agreement, CLG has advised you of your right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. You may seek such independent advice as you desire concerning any questions on this matter.

VII. INSURANCE COVERAGE.

CLG maintains errors and omissions insurance applicable to the legal services to be provided.

VIII. ARBITRATION.

Any dispute between you and CLG concerning attorneys' fees or other costs for professional services rendered by CLG pursuant to this Agreement will be, at your election, submitted to arbitration. If you elect to arbitrate such dispute, the arbitration shall be conducted pursuant to California Business & Professions Code sections 6200 et seq.

In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

Please review this Agreement carefully. If you have any questions about this Agreement, please contact me before signing the consent set forth below. In addition, you are free to consult with independent counsel regarding this Agreement or regarding any other matter related to CLG's representation of you.

2021-2022 PRJUSD General Engagement Letter

Please sign and date this Agreement below and return a signed copy to us by mail or email.

Sincerely,

/s/

Shauna Cunningham
Cunningham Law Group

I acknowledge that I have read, understood and agree to the terms set forth in this Agreement.

Dated: _____

Authorized Signature
Paso Robles Joint Unified School District