



ATTORNEY ENGAGEMENT AGREEMENT

This Attorney Engagement Agreement (“Agreement”) executed in duplicate with each party receiving an executed original, as required by *Business and Professions Code section 6148* and is intended to fulfill the requirements of that section.

Advocates for Faith & Freedom (hereinafter referred to as “Firm”) hereby agree to provide legal services to Temecula Valley Unified School District and to its Board of Trustees collectively (hereinafter collectively referred to as “Client”), on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Firm will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Firm acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect.

2. SCOPE OF SERVICES

Client is engaging Firm for the following purposes: for the defense of the Temecula Valley Unified School District Board of Trustees and Temecula Valley Unified School District regarding the matter of *Mae, M., et al v. Joseph Komrosky, et al*, and for other matters that may arise wherein the parties mutually agree for additional representation to be provided. Firm will provide Client with legal services that are reasonably required through trial, post-trial motions, and appeals.

3. GOOD-FAITH COOPERATION

Firm shall perform services prescribed under this Agreement, keep Client informed of progress and developments, and promptly respond to Client’s inquiries and communications. Firm’s goal is to respond to all inquiries within forty-eight (48) hours, with the understanding that additional time may be necessary depending on the complexity of the inquiry.

Client shall be truthful and cooperative with Firm, keep Firm reasonably informed of developments which may come to Client’s attention, to abide by this Agreement, to pay Firm’s bills on time, and inform Firm of Client’s contact information and whereabouts. Client agrees to cooperate at all times in the preparation and presentation of the matters encompassed by this Agreement. Client further agrees to appear at all legal proceedings when Firm deems it necessary. For purposes of clarity, legal proceedings include but are not limited to hearings, court-ordered conferences, mediations, and arbitrations. This includes providing Firm with documents and requested information and making itself available for meetings, depositions, and trial. Client empowers Firm to compromise its claims, as may be advisable in Firm’s judgment, with Client’s consent. Client understands and agrees that it is entering this Agreement freely and that it has not been threatened, harassed, or promised anything by anyone in exchange for doing so.

4. LEGAL FEES AND COSTS

Firm is a nonprofit entity that has a philosophical interest in the pending litigation, the outcome of the litigation, and the prospect that this case may establish legal precedent relevant to the interest of the organization. **Therefore, Firm agrees to provide its legal services without**

charge to Client pursuant to the terms herein. While Client will not be liable to pay for the time and labor of the attorneys and staff of Firm, Client will be responsible to pay the costs associated with this litigation such as court filing fees, deposition fees, and other costs incurred by Firm as set forth in the Rate Schedule attached.

Firm's agreement to provide its services *pro bono* is based on this Agreement with Client and the representations of Client herein. Notwithstanding any change in the board, management, or supervision of Client, that Client intends to vigorously defend itself in this litigation until it either succeeds as the prevailing party on the merits of Plaintiffs' claims or it has fully exhausted all options of appeal to the highest court with jurisdiction over the case.

Client will be liable for legal fees based on the time accrued by Firm's attorneys and associate counsel IF Client (a) fails to comply with the terms of this Agreement; (b) settles this case in a manner wherein Client agrees to pay damages, fees, or compensation to any Plaintiff or Plaintiffs' attorneys or law firms; (c) determines at any time that it does not wish to proceed with defending this litigation as described in this Section 4; or (d) Client discharges Firm from representation of Client at any time hereafter while the litigation is ongoing. If Client were to be liable to Firm for fees, the fees shall be paid based on the Rate Schedule attached for time accrued and recorded by Firm, its attorneys, and associate counsel.

Firm will record all the time its attorneys and associate counsel spend on this case including telephone calls relating to Client's matter, including calls with Client, opposing counsel, or other parties. The legal personnel assigned to Client's matter will confer among themselves about the matter, as required, and each person will record the time expended.

In the event Client is insured for the attorneys' fees and costs of defense in relation to this litigation, Firm and associate counsel will be paid through said insurance at rates agreed to between the insurance carrier and Firm. However, notwithstanding any insurance, Firm agrees that its services will be *pro bono* pursuant to this Agreement and Client will not be responsible to pay for Firm's or associate counsel's fees out of Client's funds.

5. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Firm shall not make any settlement or compromise of any nature of any of Client's claims without Client's express prior approval. Client retains the sole and absolute right to accept or reject any settlement in this matter.

6. BILLING STATEMENTS

Firm will send Client statements on a monthly basis for costs incurred. Each statement will be due within 14 days of its date. Client agrees to present any question, concern, or dispute concerning any aspect of Firm's billings to Firm's attention not more than 30 days after receiving any invoice for services rendered.

7. INVESTIGATORS AND EXPERTS

Upon approval by Client, Firm may employ technical experts in the prosecution or defense of Client's claims. Upon approval by Client, Firm may employ investigators to investigate the facts surrounding the claims. All such experts and investigators shall report to Firm and their fees paid as set forth in section 4 of this Agreement. Upon Client's request, Firm shall provide Client with any work product of such retained experts or investigators. Firm shall send Client a bill for costs and expenses incurred as they relate to the retention of investigators or experts and such bills shall be paid in full within fourteen (14) days of the mailing date.

8. ASSOCIATE COUNSEL

With the prior consent of Client, Firm may employ or contract with associate counsel (attorneys of firms not employed by Firm) to assist in prosecuting Client's claim or in otherwise performing the services contemplated by this Agreement. Work performed by associate counsel will be provided *pro bono* unless otherwise agreed by Client or Client's authorized representatives. Client shall designate Firm as lead counsel in any assigned matter, however, Client may appoint co-counsel to any assigned matter and Firm shall cooperate with co-counsel in the representation of Client.

9. CONSENT TO USE E-MAIL AND CLOUD SERVICES

In order to provide Client with efficient and convenient legal services, Firm will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

In addition, Firm uses a cloud computing service with servers located in a facility other than Firm's offices. Firm's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents, and information pertinent to the Client's matter stored through such a cloud-based service.

10. DESTRUCTION OF FILE

Firm maintains its files electronically. Upon completion of the work and/or services set forth in Paragraph 2 above, Client may, upon written notice, request a copy of their electronic file in which Client may be charged for a copy of their file. If Client does not request a copy of their electronic file, Firm shall maintain the electronic file for a period of two (2) years. Firm's electronic file may be destroyed after two (2) years following the completion of the work and/or services. If Client would like Firm to maintain the electronic file for an extended period, a separate written agreement must be made between Firm and Client. For purposes of clarity, the electronic file includes Client's papers and property as defined in *Rule 1.16* of the *California Rules of Professional Conduct*.

11. DISPUTE RESOLUTION

A. Firm's Compensation Disputes:

The parties agree that any dispute relating to Firm's compensation under this Agreement shall first be submitted to mediation before a mutually satisfactory mediator jointly selected by the parties. Should mediation not fully resolve the issues, then Client will have the statutory right to arbitrate the matter to binding arbitration before the Riverside County Bar Association, pursuant to *California Business and Professions Code section 6200, et seq.* Should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to *California Business and Professions Code section 6200, et seq.*

Should Client elect not to submit any dispute relating to Firm's compensation to statutory arbitration pursuant to *California Business and Professions Code section 6200, et seq.*, then the parties specifically agree to resolve compensation disputes in accordance with the alternative dispute resolution procedure below for "all other claims and disputes."

B. All Other Claims and Disputes:

All other claims and disputes (other than those relating to Firm's compensation, unless not resolved pursuant to the above paragraph) between the parties arising out of or in any way relating to this Agreement or to Firm's professional services rendered to, or for, Client, including claims for legal malpractice, breach of contract and breach of fiduciary duties, shall first be addressed through mediation. Then, if necessary, through binding arbitration, before the American Arbitration Association in Riverside County, California, in accordance with the Association's then prevailing "Commercial Dispute Resolution Procedures" at the time any such matter is submitted to arbitration. "California Arbitration Law," *Code of Civil Procedure section 1280, et seq.* shall govern the arbitration. Judgment upon any award rendered in arbitration pursuant to this paragraph shall be final and binding and entered by a court with competent jurisdiction.

"Binding Arbitration" is an out-of-court dispute resolution process whereby Firm and Client would jointly appoint a neutral, disinterested third-party decision-maker (i.e., an "arbitrator") to gather evidence from both parties and then render a decision that is fully enforceable against them in a court of law. By agreeing to binding arbitration, Client would be giving up its right to trial by jury, to formal court proceedings, and to appeal rights, except in very limited instances. By signing this Agreement, Client specifically agrees to the alternative dispute resolution procedures delineated in this paragraph.

12. POWER OF FIRM TO EXECUTE DOCUMENTS

Client hereby gives Firm authority to execute all filings connected with the assigned matter, as well as upon consent of Client, settlement agreements, compromises and releases, verifications, and dismissals.

13. RISK OF PAYING PREVAILING PARTY'S FEES AND COSTS

Client understands that a court may award the opposing party or parties damages, costs, and attorneys' fees.

14. DISCLAIMER OF GUARANTEE

Although Firm may offer an opinion about possible results regarding the subject matter of this Agreement, Firm cannot guarantee any particular result. Client acknowledges that Firm has made no promises about the outcome and that any opinion offered by Firm in the future will not constitute a guaranty.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

In the event that any provision of this Agreement is held either in whole or in part to be unenforceable for any reason, the unenforceable portion shall be severed or the remainder of the Agreement shall remain in full force and effect.

16. PROFESSIONAL LIABILITY INSURANCE

Pursuant to the *California Rule of Professional Conduct 1.4.2(a)*, Firm hereby informs Client that Firm has professional liability insurance.

17. AUTHORITY TO EXECUTE AGREEMENT

The persons signing this Agreement certify that they are authorized to sign it on behalf of the Client and Client agrees to be bound to the terms of this Agreement. Client acknowledges that it has the right to obtain the advice of independent legal counsel about this Agreement so that they may fully understand and consider its terms before signing it. Further, by signing below, Client

hereby acknowledges that it has addressed any concerns about this Agreement to Firm's attention and that Firm has addressed those concerns to Client's complete satisfaction prior to Client signing.

18. REPRESENTATION OF ADVERSE INTERESTS

Client is hereby informed that the California Rules of Professional Conduct require written consent before Firm may begin or continue to represent parties with actual or potentially adverse interests. Client further acknowledges that (i) Firm has advised Client of the right to seek independent legal counsel in considering the terms of this Agreement, and (ii) Client has been afforded a reasonable opportunity to consult with independent counsel in this regard.

Pursuant to the Rules of Professional Conduct adopted by the California Bar Association, Firm represents the Corporation that is party to this agreement. (Cal. Bar Ass'n Rules of Professional Conduct, Rule 1.13.) Firm's duties of confidentiality, diligence, etc., apply to its representation of the **organization itself** that is party to this agreement. It is possible the interests of the organization that is party to this agreement may be adverse to the interests of the organizations constituents and officers in their individual capacities. If such a scenario arises Firm is obligated under the rule to act in the best interest of the organization. Firm will identify who its client is when dealing with the constituents of the organization when Firm knows, or reasonably should know, that the interests of the organization and its constituent(s) are adverse.

19. DISCHARGE AND WITHDRAWAL

Client may discharge Firm at any time by written notice effective when received by Firm. Unless specifically agreed by Firm and Client, Firm will provide no further services and advance no further costs on Client's behalf after receipt of such notice. Firm may withdraw at any time, so long as Firm is not involved with litigation for Client. If Firm is Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Firm.

Firm may withdraw without Client's consent for good cause. "Good cause" includes, but is not limited to: (i) Client's breach of this Agreement, (ii) Client's refusal to cooperate with Firm or to follow its advice on a material matter, (iii) any fact or circumstance that would render Firm's continuing representation unlawful or unethical, (iv) evidence discovered discloses that Client's claim or lawsuit lacks merit, (v) information discovered suggests that any judgment or award will be rendered uncollectable, and (vi) Firm recommends that Client accept a reasonable settlement offer, but Client refuses to do so. Notwithstanding Firm's withdrawal, Client will be obligated to pay Firm out of the recovery reasonable attorneys' fee for all services provided, and to reimburse Firm out of the recovery for all costs advanced before the withdrawal. If there is no recovery, or the recovery is insufficient to reimburse Firm in full for costs advanced, Firm will bear the loss.

Firm may withdraw representation for good cause without the Client's consent. Good cause includes but is not limited to: (i) the client insists upon making a claim or taking a position in a litigation matter, that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; (ii) the client either desires to pursue a criminal or fraudulent course of conduct or has used Firm's services to pursue a course of conduct Firm reasonably believes is criminal or fraudulent; (iii) the client insists Firm pursue a fraudulent or criminal course of conduct; (iv) the Client renders it unreasonably difficult for Firm to carry out the representation effectively; (v) the client breaches this Agreement, and Firm has provided a reasonable warning Firm will withdraw unless the Client repairs the breach and fulfills its obligations to Firm under this Agreement; (vi) the client knowingly and freely assents to termination of the representation; (vii) Firm's inability to work with co-counsel is such that the best interests of the client likely will be served by withdrawal (viii) the mental or physical condition of Firm's attorneys working on the matter renders it difficult for the lawyer to carry out the representation effectively; (ix) a continuation of the representation is likely to result in a violation

of the Rules of Professional Conduct or the State Bar Act; (x) the insolvency of Firm; or (xi) Firm believes in good faith, in a proceeding pending before a tribunal, that the tribunal will find some other good cause exists for withdrawing Firm's representation.

20. MODIFICATION BY SUBSEQUENT WRITTEN AGREEMENT

This Agreement may be modified only by the subsequent written agreement of the parties, signed by both Client and Firm.

21. MEDIA COMMUNICATIONS

Client further agrees Firm not to make any statements to the news media regarding the case without prior approval from Advocates. Client understands that Firm will, at their sole discretion, seek and respond to media coverage of the case. Client agrees to refer all media and press inquiries to Firm. Press releases and media coverage may disclose the name of Client. Client therefore consents to allow Firm to issue press releases and to speak to media in relation to Client's case. Firm will do its best to have Client's appointed representative review and approve press releases if time permits.

22. ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of the parties. No other agreement, statement, representation or promise of any sort made on or before the effective date of this Agreement shall be binding on the parties.

EXECUTION OF AGREEMENT

Each signatory below has read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date that Advocates for Faith & Freedom executes this Agreement, following Client's timely return of the signed original. This Agreement shall be effective as of the date that Firm countersigns it.

DATED: _____

ADVOCATES FOR FAITH AND FREEDOM

By: _____
Robert Tyler, Partner/Attorney at Law

DATED: _____

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

RATE SCHEDULE

A. HOURLY RATES FOR LEGAL PERSONNEL

LEGAL PERSONNEL	HOURLY RATE
Robert H. Tyler	\$450.00 per hour
Mariah R. Gondeiro	\$375.00 per hour
Julianne Fleischer	\$300.00 per hour
Bethany Onishenko	\$300.00 per hour
Associate and Contract Attorneys	\$250.00 to \$450.00 per hour
Paralegals	\$225.00 per hour
Law Clerks	\$175.00 to \$200.00 per hour
Legal Assistants	\$150.00 per hour

B. STANDARD CHARGES

The Firm charges for time in minimum units of 0.1 hours.

C. COSTS AND EXPENSES

Client will be billed for the Firm's costs relating to standard off-related expenses such as in-house printing charges of printing projects starting over 100 pages at the rate of \$0.10 per page, postage, mileage per the IRS' applicable Standard Mileage Rate, computerized legal research not included in our present computer-based library, courier service fees, federal express, and other overnight delivery charges, telephone conference service charges, outside printing charges, investigator's fees, expert witness fees, court motion and filing fees, travel expenses, sanctions, and other expenses traditionally passed-through to Client.

D. RATES SUBJECT TO CHANGE

The rates on this schedule are subject to change on thirty (30) days' written notice. If Client declines to pay any increased rates, the Firm will have the right to withdraw as Client's counsel if permitted to under the Rules of Professional Conduct of the State Bar of California or as allowed under any other applicable law.

E. INTEREST

Amounts owing after thirty (30) days are subject to a finance charge of 0.83% per month, i.e., 10% annually.