



Attorneys at Law

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January 27, 2023

**VIA EMAIL**

Dr. Joseph Komrosky  
Trustee and President  
Temecula Valley Unified School  
District Board of Trustee  
31350 Rancho Vista Rd.  
Temecula, CA 92592

Re: Engagement Letter

Dear Dr. Komrosky:

We are pleased that the Board of Trustees of the Temecula Valley Unified School District (the “Client”) has selected Epstein Becker & Green, P.C. (the “Firm” or “EBG”) to provide temporary and specialized legal services. We look forward to working with you.

The purpose of this letter is to memorialize our mutual understanding concerning the terms and conditions under which we will act as your attorneys. It is important to our professional relationship that we both understand the scope of our representation and our agreement relating to the fees to be charged for professional services.

**Services to Be Provided.** The Firm will provide advice and counsel to the Client in connection with potential litigation, policy and governance, compliance and liability, and personnel issues and matters (the “Matter”). As noted, we are being retained as temporary and special counsel, and we will not be serving in a general counsel role. You may limit or expand the scope of our representation at any time, provided that it is by mutual consent and agreed upon in writing.

**Identity of Client and Our Representation of Other Clients.** It is agreed that we are being retained as counsel solely by the Client. No other person or entity which now is, or may become, a trustee, employee, officer, or affiliated entity, of the Client will be considered to be represented by the Firm for any purpose unless this retainer agreement is expressly amended in writing, signed by the Client and the Firm, to reflect the inclusion of any additional person or entity.

Consequently, unless an affiliated entity or individual affiliated with the Client is clearly identified as being represented by the Firm in the Matter, you agree that the Firm may represent clients or prospective clients in matters that may be adverse to the Client's affiliate.

**Use of Confidential Client Information.** The Firm recognizes its professional obligation to refrain from disclosing confidential client information or using it to the disadvantage of the Client or for the benefit of any other present or prospective client (which may include any affiliate, subsidiary or parent of the Client), unless the Client gives informed consent. Provided the Firm observes this professional obligation, the Client agrees that it will not for itself or any other party assert that the Firm's possession of such information, even though such information may relate to a matter as to which the Firm is representing another client, is a basis for disqualifying the Firm from representing that other client of the Firm.

**Billing Practices and Manner of Payment and Retainer.** With respect to our fees, billing statements are normally sent monthly. Our statements include a detailed description of work performed, the amount of time expended, and disbursements incurred on the Client's behalf. Jonathan Brenner will be primarily responsible for handling the Matter, at the discounted hourly rate of \$620. Additionally, other attorneys and/or legal assistants who may assist in the Matter are billed at hourly rates ranging from \$325 to \$620 and from \$195 to \$275, respectively. The hourly billing rates for persons working on the Matter may increase from time to time, and we will provide advance notice to the Client of any such increase. The 20% discount to Mr. Brenner's rate will also be applied to any other lawyers working on the Matter.

The Firm will also bill the Client for all disbursements made on its behalf at an amount that best approximates the Firm's total cost. Such disbursements may include long distance telephone charges, fax, printing and photocopy charges, messenger service charges, postage, express mail, certified and registered mail fees, delivery services, court and other government filing fees, travel expenses, and LEXIS and WESTLAW research charges. These charges will be consistent with such charges in the California legal community, and may exceed the actual out-of-pocket costs so that the Firm may recover its administrative expenses concerning such charges.

Payment is expected within thirty (30) days. If you request or require any changes to the format of our billings, or if you have concerns about the accuracy or amount of any billings to you, you agree to notify us in writing within thirty (30) days of receipt of the billing to express any concern, request, requirement or objection. Upon the expiration of the thirty (30) day period, all billings not objected to shall be deemed accepted by you, the Client.

**Cooperation.** It will be our mutual responsibility to cooperate fully in meeting your expectations for work to be performed. To that end, you agree to provide us with all relevant information requested by us, known or available to you, which may aid us in representing you in this engagement.

**If You Become Dissatisfied.** The Firm recognizes that working with an attorney represents a significant investment. If at any time during this relationship you become

dissatisfied with our work, we urge you to contact the undersigned or a member of the team responsible for supervising the work for which you have retained us, to seek a mutually satisfactory resolution of your concerns.

**Fee Dispute Resolution.** In the unlikely event that a fee dispute arises in connection with this engagement, it is our desire to resolve it through amicable discussion. In the event that a fee dispute cannot be thus resolved, the Client acknowledges that the Firm may commence an action in a court of competent jurisdiction to recover the fees. Client and Firm also agree that the prevailing party in any proceeding to recover fees shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute.

**Termination of the Relationship.** The Client may terminate this engagement for any reason upon written notice to the Firm. Immediately after receiving such notice, the Firm will cease to render additional services and will cooperate with the Client in facilitating the orderly transfer of files and records to the Client or the Client's new attorneys, subject to, if appropriate, resolution of any outstanding financial issues.

The Firm may withdraw from representation for good cause or with the Client's consent. If the Client fails to meet its obligations with respect to this engagement and continues to fail to do so after receiving written notice of that failure from the Firm, the Firm shall have the right to end the relationship and this letter agreement.

Termination of our engagement does not relieve the Client of the obligation to pay all fees due for services rendered and disbursements incurred before termination and during an orderly transition of legal services. In the event the Client owes the Firm fees or costs, the Firm shall have the right to assert a lien for unpaid fees and expenses on any affirmative recoveries by the Client.

**Return or Destruction of Client Files.** Upon termination of our engagement, any and all documents that you delivered to the Firm during the course of our representation will remain your property and will be either retained, destroyed or returned promptly upon your request. Any and all documents generated by our Firm during the course of our representation will remain the property of the Firm (e.g., our drafts, internal administrative documents, memoranda and our Firm's other work product). We will provide you with copies of documents in our files. If you do not request the return of your property, we reserve the right to destroy within a reasonable time after the termination of the engagement and consistent with Firm policy, any and all laws, orders, and ethics rules any items described in this paragraph that are retained by us.

This letter constitutes the understanding entered into by the Client and the Firm with respect to the Matter and supersedes all prior understandings, written or oral. If you find this agreement to be acceptable, please sign the enclosed original of this agreement in your capacity as an authorized representative of the Client and return it to the undersigned at your earliest convenience. Please contact the undersigned if you need any clarification of the foregoing provisions.

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Normally, we will not undertake to do any work on the Matter until we receive this signed letter agreement and any agreed upon retainer. Should we provide professional services prior to the execution of this agreement, the absence of a signed agreement will not relieve you of your obligation to compensate the Firm for those services.

This letter agreement will take effect when you execute and return it once our engagement is approved by the Board. However, the effective date of this letter agreement will be retroactive to the date the Firm first performed services for or on behalf of the Client, and the date at the beginning of this letter agreement is for reference only. Alternatively, this letter agreement will take effect two weeks after receipt by you, if you do not notify us in writing of your objection to any term in this letter agreement, and you permit us to perform legal services on the Client's behalf. Even if this letter agreement does not take effect, the Client will be obligated to pay the Firm for the reasonable value of any services the Firm may have rendered to or on behalf of the Client. In such event, the Firm reserves the right to assert that the reasonable value of its services is higher than the rate provided by this letter agreement as a courtesy to the Client.

We appreciate the confidence you have shown in us by selecting us to represent you. We look forward to a mutually satisfactory and productive professional relationship.

Sincerely,  
Epstein Becker & Green, P.C.



Jonathan M. Brenner

Dated: \_\_\_\_\_, 2023

Accepted and Agreed:

Board of Trustees, TVUSD

By: \_\_\_\_\_  
Joseph Komrosky, Board President

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