

## **AGREEMENT BETWEEN ATTORNEY AND CLIENT**

AGREEMENT made at Concord, California, March 1, 2024, by and between **Leone Alberts & Duus**, a Professional Law Corporation, hereunder referred to as Law Corporation, and the **Alameda Unified School District**, hereunder referred to as the Client.

1. The Client retains Law Corporation to represent and provide legal advice and services to the Client in the following matter: **Jane RB Doe v. Alameda USD, Alameda Superior Court, Case No.: 23CV032022.**

**2. The term of this Agreement shall be for the entirety of the above mentioned case.**

3. Law Corporation may associate any other attorney in the representation of Client with respect to any said matter. Law Corporation may utilize paralegals, legal assistants, investigators, or other non-lawyers to perform services where, in the discretion of Law Corporation, such persons can be effectively utilized, provided that charges for said services performed by such persons shall be less than those charged for the services performed by Associates.

4. Client may substitute any attorney for Law Corporation with respect to any said matter upon the prior written notice to Law Corporation.

5. Law Corporation may withdraw from the representation of the Client with respect to any said matter upon the prior written notice thereof to Client.

6. If Law Corporation withdraws for cause, or is substituted out for any reason, prior to the completion of legal services with respect to any said matter, Client shall pay Law Corporation, immediately upon the submission to Client of an itemized statement, all costs advanced by Law Corporation and attorney's fees at the hourly rate of Law Corporation for services rendered to date with respect to said matter. Law Corporation shall retain all documents reflecting its costs and expenses until payment pursuant to this paragraph is made.

7. Law Corporation shall have the authority and power to negotiate a settlement of said matter so retained and to execute any and all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders, and all other agreements and documents which Client may properly execute and to receive, in the name and stead of Client, any monies and other things of value which may be payable or deliverable to Client on account of settlement, judgment, or otherwise with respect to any said matter. Law Corporation shall obtain Client's consent to the settlement of any matter affecting the Client.

8. Client shall advise Law Corporation of its current business address and telephone number at all times, shall appear upon reasonable notice of any and all conferences, depositions and other appearances, and shall comply with all reasonable requests of Law Corporation with respect to any said matter.

9. In consideration of legal services rendered by Law Corporation, its Attorneys and attorneys it associates with in respect to this matter:

Hourly Rate Effective: March 1, 2024: Client shall pay Law Corporation, within thirty (30) days of the submission to Client of an itemized statement:

- (1) The amount of all costs advanced by Law Corporation;
- (2) The amount of services rendered as follows:
  - (a) For services rendered by any Shareholder or Senior Attorney (7 years or more of litigation experience) of the Law Corporation, the sum of Two Hundred Ninety-Five Dollars (\$295.00) per hour;
  - (b) For services rendered by Mid-Level Attorneys (4 to 7 years of litigation experience) of the Law Corporation, the hourly rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour;
  - (c) Junior Attorneys (3 or less years of litigation experience) of the Law Corporation, the hourly rate of Two Hundred Sixty Dollars (\$260.00) per hour, and
  - (c) For services rendered by a Paralegal of the Law Corporation, the hourly rate of One Hundred Forty Dollars (\$140.00) per hour.

These are the rates currently permitted by Northern California ReLiEF to approved panel counsel. Client agrees that should the Northern California ReLiEF panel counsel rates increase during the term of this AGREEMENT, the rates charged hereunder will also increase correspondingly.

**THE ABOVE FEES ARE NOT SET BY LAW, BUT ARE NEGOTIABLE BETWEEN LAW CORPORATION AND CLIENT.**

10. Law Corporation shall advance any cost which shall appear to Law Corporation to be reasonably necessary with respect to any said matter, including but not limited to, court costs, costs of investigation, travel expenses, postage, telephone charges, photocopies, incidental expenses and the costs of obtaining and representing evidence, including the costs of expert testimony. Court costs include, but are not limited to, filing fees, recording fees, certification fees, deposition fees and jury fees. Law Corporation shall charge a fee of 5% of gross monthly fees not to exceed \$250 per month for in-house telephone, postage, photocopying, scans, and faxes. Law Corporation shall advance costs incurred on behalf of Client in any matter covered by this Agreement that are less than Two Thousand, Five Hundred Dollars (\$2,500).

11. Law Corporation shall send Client an itemized statement of all fees and advanced costs incurred on behalf of client on a monthly basis. Client shall pay the amount set forth within thirty (30) days of the submission to Client of an itemized statement.

12. Costs greater than Two Thousand, Five Hundred Dollars shall be paid directly by Client upon thirty (30) days of submission of the invoice for said costs.

13. If there is any dispute between Client and Law Corporation over the fee charged/the amount billed/the reasonable value of or for legal services, then Client and Law Corporation agree to submit the controversy to Advisory Arbitration in accordance with the rules of the State Bar Re Arbitration Program set out in Sections 6200-6206 of the California Business and Professions Code and California Code of Civil Procedure Section 1281. Client shall pay all costs of Arbitration

incurred by the Law Corporation as may be awarded by the Arbitration Panel.

14. If Client defaults in the payment of any payment due to Law Corporation for legal services, or in the payment of an arbitration award to the Law Corporation, and if action is instituted to enforce collection of said amount or award, Client shall pay Law Corporation additional costs and attorney's fees at the hourly rate of Attorney or associated attorneys, or as incurred by Law Corporation, or as awarded by Court.

15. Law Corporation maintains errors and omissions insurance coverage applicable to the services to be rendered at or above the limits specified in Business and Professions Code 6147(a)(6) and 6148(a)(4) coverage of a minimum of one million dollars (\$1,000,000).

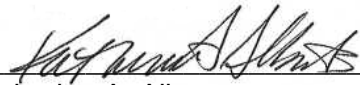
16. It is intended that each paragraph of this Agreement be separate and divisible, and in the event that any paragraph shall be held invalid, the remaining paragraphs shall continue to be in full force and effect.

17. Any modifications of the above are as follows: NONE.

18. Client acknowledges receipt of an original of this Agreement signed by Law Corporation.

LEONE ALBERTS & DUUS  
(Law Corporation)

DATED: March 1, 2024

By  \_\_\_\_\_  
Katherine A. Alberts  
President

Alameda Unified School District

DATED:

By \_\_\_\_\_  
[Print Name and Title]