

MCARTHUR & LEVIN, LLP  
Attorneys at Law  
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Los Gatos, CA 95030  
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August 24, 2021

### **ATTORNEY-CLIENT FEE CONTRACT**

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into at Los Gatos, California by and between Mountain View-Whisman School District ("Client"), and MCARTHUR & LEVIN, LLP, ATTORNEYS AT LAW ("Attorney").

1. **SCOPE AND DUTIES.** Client hires Attorneys to represent Client in special education matters under state and federal law. Attorney shall provide those legal services reasonably required to represent Client as matters are from time to time referred by Client to Attorneys, and shall take reasonable steps to keep Clients informed of progress and to respond to Clients' inquiries.

2. **TERM.** July 1, 2021 through June 30, 2022.

3. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Legal services that are not to be provided by Attorney under this agreement specifically include, but are not limited to, the following: matters not referred to Attorneys.

4. **COMPENSATION AND LEGAL FEES.** The amount Attorney will receive for attorneys' fees for the legal services to be provided under this agreement will be:

\$225.00 per hour for partner attorneys' fees, \$200.00 per hour for associated attorneys' fees, and \$145.00 per hour for paralegals' fees for the legal services provided under this agreement. Fees will be charged in increments of one-tenth of an hour, rounded off for each particular activity to the nearest tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Client acknowledges that Attorney has made no promises about the total amount of attorneys' fees to be incurred by Client under this agreement.

Client understands that Attorney normally charges clients for all time spent on clients' matter(s), including, but not limited to, telephone calls, travel time, waiting time in court or at other proceedings, etc. In the event that Attorney increases his normal hourly rates for all clients, the attorney's fee rate relative to this matter shall also rise; however, Client will be given at least sixty (60) days' advance notice of any such general fee rate increase.

5. **COSTS AND EXPENSES.** In addition to the compensation set forth in paragraph 4 above, Client shall reimburse Attorney for all costs and expenses advanced by Attorney, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, messenger and other delivery fees, outgoing facsimiles at \$0.25 per page, postage, in-office photocopying at \$0.20 per page, parking, mileage at the current Internal Revenue Service rate per mile, investigation expenses, consultants' fees, expert witness fees and other similar items.

Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment.

6. **DEPOSIT.** No deposit is required.

7. **STATEMENTS.** Attorney shall send Clients periodic statements for fees and costs incurred. Clients may request a statement at intervals of no less than 30 days. Upon Clients' request, Attorney will provide a statement within 10 days. Upon Attorney's request, Clients shall review, acknowledge in writing, and return Attorney's statements within five (5) days of receipt. If Clients dispute any of the charges on Attorney's statements, Clients shall notify Attorney of the disputed charges in writing within fifteen (15) days of receipt of the statement. Otherwise, said statement shall be deemed to be correct for all future purposes.

8. **DISCHARGE AND WITHDRAWAL.** Clients may discharge Attorney at any time. Attorney may withdraw from representation of Clients, upon reasonable notice to Clients for any reason, in Attorney's discretion, with Clients' consent or for good cause. Such reasons and good cause may include, but are not limited to, Clients' breach of this contract, Clients' refusal to cooperate with Attorney or to follow Attorney's advice on a material matter of any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical, Clients' failure to pay any billing then due, or clients' failure to communicate with or cooperate with Attorney.

9. **REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of California required the client's informed written consent before an attorney may begin or continue to represent the client when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of the client. Attorney is not aware at this time of any relationship with any other party interested in the subject matter of attorneys' services for client under this contract. If a covered adverse interest arises, Attorney will inform Client and take appropriate steps in compliance with the Rules of Professional Conduct.

10. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Clients' request, deliver Clients' file to Clients, along with any Clients' funds or property in Attorney's possession.

11. **ORDER OR AGREEMENT FOR PAYMENT OF ATTORNEYS' FEES OR COSTS BY ANOTHER PARTY.** The Court may order, or the parties to the dispute may agree, that another party will pay some or all of Client's attorneys' fees, costs or both. Any such order or agreement will not affect Client's obligation to pay attorneys' fees and costs under this agreement, nor will Attorney be obligated under this agreement to enforce such an order or agreement. Any such amounts actually received by attorney, however, will be credited against attorneys' fees and costs incurred by client.

12. **DISCLAIMER OF GUARANTEE.** Nothing in this contract and nothing in Attorney's

statements to Clients will be construed as a promise or guarantee about the outcome of Clients' matter(s). Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Clients' matter(s) are expressions of opinion only.

13. **BINDING ARBITRATION.** The parties hereto agree that any dispute relating to attorneys' fees or costs of litigation under this agreement shall be submitted to binding arbitration before the before the Santa Clara County Bar Association pursuant to California Business and Professions Code Section 6200 et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to the California Business and Professions Code Section 6200, et seq.

14. **CONSTRUCTION, SEVERANCE AND NON-WAIVER.** This agreement shall be construed according to the laws of the State of California. If any part of this Contract is found by a court of competent jurisdiction to be unenforceable, such part shall be severed and the remainder of the contract enforced according to its terms. Failure of Attorney to enforce any provision of this Contract in any one or several instances shall not be deemed a waiver of Attorney's right to enforce any such provision at any other time.

15. **CONSENT FOR SETTLEMENT.** Client and Attorney agree that Attorney shall have the exclusive right to conduct all negotiations for settlement or compromise, but that no settlement shall be binding without clients' consent.

16. **INSURANCE.** Attorney carries professional liability insurance, with policy limits of two million dollars per occurrence, two million dollars in the aggregate.

The undersigned agree to the terms and conditions of this Attorney-Clients Fee Contract, effective on the date written above, or upon Attorney's receipt of any deposit required hereunder, whichever is later.

"Attorney"

MCARTHUR & LEVIN, LLP

By: \_\_\_\_\_

Eliza J. McArthur

"Client"

Mountain View-Whisman School District

BY: \_\_\_\_\_