



SOLOMON LAW
— APC —

Solomon Law, APC (“Solomon Law”) is pleased to have been hired by the Beverly Hills Unified School District (“Client”) to conduct a workplace investigation into a matter involving school leadership’s handling of a student matter. The Effective Date of this engagement shall be January 30, 2018.

- Nature of Work and Retention:** Client is hiring Solomon Law to conduct an independent investigation. Counsel will use their legal skills and experience to investigate allegations and evaluate the evidence to reach reasoned conclusions. Counsel is performing these services to facilitate the rendering of legal advice by client’s lawyer. The investigation, including any documents produced during or at the conclusion of the investigation, and Client’s communications with Solomon Law regarding the investigation will be protected from disclosure by the attorney-client privilege and/or the attorney work-product doctrine. Client at any time may choose to waive the attorney-client privilege
- Fees:** As compensation for the services to be performed by Solomon Law pursuant to Paragraph 1 hereinabove, Client agrees to pay Solomon Law’s counsel Nancy Solomon and Christina McGovern an hourly fee of \$325.00 for work performed and for travel time. Client agrees to pay these rates unless and until they are adjusted. Client also agrees that if Ms. Solomon or Ms. McGovern is called to testify regarding the investigation, such as at a deposition, trial, arbitration or in any other venue, Client will pay counsel at their hourly rate for all hours spent preparing for and giving such testimony and for travel time. Solomon Law charges time in a minimum unit of one tenth (.1) of an hour.
- Costs:** Counsel’s hourly rate incorporates costs such as a reasonable amount of photocopying and faxing. However, costs for extraordinary amounts of copying, faxing and all costs for messengers, overnight mail, postage, computerized legal research, mileage for travel, and other similar expenses normally not included in hourly rates will be Client’s responsibility to pay. Under certain circumstances, for significant amounts, Client will be asked to pay costs directly or fund them prior to the time they are incurred.
- Billing and Payments:** Client will receive each month a bill for all services and costs incurred in the previous month. Client will pay all statements in full within thirty (30) calendar days from the date of the bill. If full payment is not received within thirty (30) days of the statement date, a late charge of .67 percent per month (8.04 % annually) will be imposed on the unpaid balance. In any lawsuit to recover unpaid attorneys’ fees, Solomon Law and/or Ms. Solomon shall be entitled to attorneys’ fees if they are deemed to be the prevailing party.

5. **Rights of Termination:** Both Client and Solomon Law retain the right to terminate this engagement at any time. Such termination shall be in writing. Solomon Law shall provide Client with a reasonable amount of time to arrange alternative assistance, when such is warranted.

6. **Indemnification.** Ms. Solomon and Ms. McGovern must be able to seek out and support their conclusions without concern about being a possible respondent of claims or defendant in a lawsuit. Accordingly, if as a result of services performed or findings made by Solomon Law relating to the investigation, Ms. Solomon or Ms. McGovern is named as a defendant (or respondent, charged party, or party of any sort) in any claim or legal action, **with the exception of any claim or legal action of malpractice or that is the result of negligence or willful misconduct on the part of Ms. Solomon or Ms. McGovern in performing services**, Client will provide a defense for Ms. Solomon and/or Ms. McGovern at its expense through its legal counsel or, at Ms. Solomon's option, will provide reimbursement for legal counsel chosen by Ms. Solomon. Client will also indemnify and hold Solomon Law and its counsel harmless with respect to any judgment entered against them and/or with respect to any and all terms of settlement of any third party claims relating to the services rendered hereunder.

7. **Entire Agreement:** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

8. **Severability:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. **Modification of Agreement and Choice of Law:** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them. This Agreement shall be governed by the laws of the state of California without regard to choice of law principles.

The Law Offices of Nancy Solomon



Nancy Solomon

I have read the foregoing, and I accept and agree to the terms and conditions as outlined above:

Beverly Hills Unified School District



La Tanya Kirk Carter Latham

Assistant Superintendent – Business Services