

BLANKROME

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February 14, 2024

VIA E-MAIL

Heidi Gasca
Executive Director
Excel Academy Charter Schools
1 Technology Drive
I-811, Irvine, CA 92618

Re: Engagement Letter

Dear Ms. Gasca:

We look forward to representing Excel Academy Charter Schools (“Excel Academy”) in connection with its labor and employment counseling. We are pleased that you have selected us. Any additional legal services you request may be subject to a new engagement letter specific to those services.

The terms of this engagement letter and the attached Addendum will govern our representation of you. Upon the completion of our services with respect to this matter or transaction, we hope that you will choose to engage our firm to perform additional services for you. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on your behalf. The terms of this engagement as provided in this letter and Addendum shall be the entire agreement and may only be modified in writing signed by a partner of our firm. This Agreement will not take effect and Blank Rome will have no obligation to provide legal services until a signed copy of this Agreement is returned and the fee or retainer specified herein is paid. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay the reasonable value of any services we may have performed.

Unless otherwise agreed with us in writing, our fees will be based on the time devoted to this matter by each attorney, law clerk, reference librarian, paralegal, other legal assistants and members of our E-Discovery, Analysis and Technology Assistance (or “eDATA”) staff at their respective hourly rates in effect at the time the services are performed. The hourly rates, which are subject to periodic review and adjustment, are based on such considerations as the skill requisite to perform the particular services properly, the likelihood that the acceptance of the

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particular employment will preclude other employment by the firm or the lawyers in question, the experience, and the reputation and ability of the lawyers performing the services. If you decline to pay any increased rates, our firm shall have the right to withdraw as your attorney. As a courtesy, we are pleased to provide you with a 15% discounted rate of \$659/hour for myself, and a 15% discounted rate for any associate that assists with your matter. Other or different personnel may work on your matter, as well. The current hourly rates for other firm personnel range from \$650 to \$1,200 for partners, from \$540 to \$1,135 for counsels, from \$545 to \$895 for associates, and \$200 to \$560 for paralegals, clerks and librarians, if applicable. Time is charged in minimum units of one-tenth (.1) of an hour. The current hourly rates for attorneys range from \$750 to \$1,495 for partners, from \$640 to \$1,215 for counsel, and from \$615 to \$970 for associates. For other staff the current hourly rates range from \$210 to \$585 for paralegals, clerks and librarians, and \$160 to \$395 for members of our eDiscovery, Analysis and Technology Assistance (“eDATA”), if applicable. Time is charged in minimum units of one-tenth (.1) of an hour.

In addition to our fees, we will be entitled to payment for disbursements and other charges incurred in performing services as more particularly described in the Addendum.

Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment. We are entitled to simple interest of 6% per annum on all invoices that are not paid within thirty days.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the attached Addendum. If you have any questions about them, please give us a prompt call. California law requires that fee agreements between attorneys and clients be signed by both before work commences. Accordingly, please signify your agreement by signing below and promptly returning this copy in the self-addressed envelope enclosed for your convenience or by facsimile or email if you prefer.

On behalf of Blank Rome LLP, I thank you for the privilege of representing Excel Academy and look forward to serving its interests.

Very truly yours,



Natalie Alameddine
Partner

NA

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Agreed to this ²³ _____ day of
February, 2024.

DocuSigned By:
Heidi Gasca

3110C68C22BD4F9...
Heidi Gasca, Executive Director,
on behalf of Excel Academy

2/23/2024 | 8:18 AM PST
Date: _____

ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your counsel:

1. Scope of Representation.

Unless otherwise agreed to in writing or we specifically undertake such additional representation at your request, we represent only the client named in the engagement letter and not its parent, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments or divisions. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our attorney-client relationship will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

Nothing in this Agreement and nothing in any statement by us to you will be construed as a promise or guarantee about the outcome of the matter.

2. Fees.

Hourly rates are subject to periodic review and adjustment. Unless otherwise agreed by us in writing our fees will be based on the hourly rates in effect at the time the services are rendered.

Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Any estimates of fees shall not be a guarantee. Actual fees may vary from estimates given. Furthermore, unless specifically agreed to by us in writing, your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. Disbursements and Other Charges.

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

4. Conflicts of Interest.

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for a consent.

5. Termination.

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

6. Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents and send the balance of the file on that matter to an offsite facility for storage at our expense, unless a client requests us to deliver the files to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only five years and to destroy all older files to the extent practicable; provided that estate planning files and trademark and patent files are retained, and we use our reasonable efforts to review old files and retain original

legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

7. Litigation Hold/Preservation of Documents.

If this engagement involves our representation of you in connection with litigation or an investigation by a governmental agency, it is important that we address the need to put in place a timely and effective program for preserving all relevant documents, including especially your

electronic documents and emails. You should immediately suspend any routine document retention policies that may be in effect and consult with us concerning the institution of effective procedures for document preservation. Failure to do so can impair our ability to represent you in this matter and can affect the outcome.

8. Electronic Mail and Other Communications.

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

9. Insurance.

You agree to determine whether any insurance coverage is or may be available with respect to the subject matter of the engagement and to provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.

10. Written Advices Regarding Federal Tax Issues.

Whenever we provide you with written advice concerning the Federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for Federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue Code matter, including communications via e-mail and fax. *If we fail to comply with these rules, we may (under certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties).*