



BROWN WHITE & OSBORN^{LLP}
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Jack B. Osborn
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JANUARY 28, 2019

VIA E-MAIL AND U.S. MAIL

Marcus A. Rodriguez
Interim Executive Director
Associated Students, Incorporated
California State University, Los Angeles
5151 State University Drive
Los Angeles, CA 90032
mrodriguez@calstatela.edu

Re: Engagement Agreement by Brown White & Osborn, LLP

Dear Mr. Rodriguez,

This will confirm with appreciation our engagement to represent Associated Students, Incorporated at California State University, Los Angeles, in various business transactional matters as assigned by you ("Matter"). We appreciate your confidence and are pleased to have the opportunity to serve as counsel.

Scope of Representation. We have been engaged to represent Associated Students, Incorporated in connection with the Matter – specifically, to advise and assist you in business transactional issues you assign to us. In the event that you wish to engage us in a matter that involves a court action, a separate retainer agreement for the additional services will be required. This Agreement does not cover representation in litigation, on appeal or in execution proceedings after judgment. Separate arrangements must be agreed for those services. Services in any matter not described above will require a separate written agreement.

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Fees and Charges. Our fees are normally based on hours charged at scheduled rates that are periodically adjusted, generally as of the beginning of a calendar year. We have agreed to a reduced hourly rate of \$250 per hour for attorney Andrew J. Beechko and \$105 per hour for paralegals. Partners' rates generally range from \$400 to \$750 per hour, and associates' and special counsel's rates range from \$200 to \$375 per hour. We use a team approach to representation. Often we will assign appropriate work to an associate, special counsel, partner, or of counsel to the firm, and a partner will supervise and review that work. You agree that we may do so and invoice you for the time in doing so. As part of that team approach, we often confer with each other to strategize to obtain an optimal result. You agree we may do so and invoice you for the time in doing so.

Our billing statement is due and payable upon receipt. Our general policy is to stop work on all matters we are handling for a client if any amount invoiced to such client is 30 days or more past due, consistent with our professional responsibilities to the client. Interest may be charged at 10% per annum from the date of the statement for amounts outstanding more than 30 days. Any estimates we may provide from time to time and any fee deposits or advances against costs we may require are not a limitation on our fees and other charges.

If as a result of our engagement we are required to produce documents or appear as witnesses in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving you or related persons, you are responsible for costs and expenses reasonably incurred by us including professional and staff time at then scheduled hourly rates and reasonable attorneys' fees and costs that we may incur. This provision shall survive any termination of our representation of you.

In addition to fees, we routinely incur certain costs, such as fees of governmental agencies and disbursements and charges for third party and staff services and travel expenses, the current schedule for which is set forth on Attachment A and which also is adjusted from time to time (collectively "Charges"). Our practice is to have certain charges for outside retained services, such as process service, court and deposition reporting and transcription services, expert witnesses, and investigation services invoiced directly to the client. You agree to pay all such invoices prior to delinquency and to hold us harmless from your failure to do so. To the extent such third-party charges, and any other necessary costs and fees are paid directly by us, we will be reimbursed for any Charges that may remain outstanding out of the net amount of any recovery. These costs shall be deducted after attorneys' fees are deducted. In the event that such costs, disbursements or expenses are advanced by our office, we shall be reimbursed from that portion of any recovery that is payable after calculation of the attorneys' fees. You ultimately remain responsible for all necessary costs and fees. In the event that no recovery is obtained, you shall still be responsible for repaying said costs.

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We have arranged with our bank to accept most credit cards to pay monthly statements. Please let us know if you would like to use this method of payment. If you would like to wire transfer payments to us, you may do so using the following information:

Brown White & OSBORN, LLP
Trust Account:
American Business Bank
523 W. 6th Street, Suite 900
Los Angeles, California 90014
Routing Number: 122042807
Account Number: 01-119300

Fee Deposits. We have agreed to accept this representation on the condition that you make an initial fee deposit of \$2,000. The hourly charges will be charged against the deposit. The initial deposit as well as any future deposits will be held in a trust account. You authorize us to use that fund to pay the fees and other charges as they are incurred. Payments from the fund will be made upon remittance to client of a billing statement. You acknowledge that the deposit is not an estimate of total fees and costs, but merely an advance for security. This fee deposit is fully refundable; to the extent that after the conclusion of our services there is a balance left after all outstanding invoices are paid, this remainder will be returned to you. Should your fee deposit become depleted, we have the option of asking you to remit a subsequent payment in order to restore the deposit amount.

Client's Duties. You agree to be truthful with us, to cooperate, to keep us informed of any information or developments which may come to his attention, and to keep us advised of your address, telephone number, and whereabouts. You agree to assist us in providing necessary information and documents and to appear when necessary at legal proceedings. You agree to pay invoices for costs promptly. You agree to notify us promptly in writing if you dispute any charge for costs or legal services on any statement. In the absence of any specific written objection thereto submitted to us within thirty days of your receipt of an invoice, you agree that they will be deemed to have accepted and acknowledged the invoice as correct through the period covered by the invoice and to expressly waive any claim thereafter to challenge the fees or costs in any and all respects.

Conflicts with Other Clients. Brown White & Osborn LLP has other clients. We may currently or in the future represent one or more other clients in matters involving you. We undertake this engagement on the condition that we may represent another client in a matter in which we do not represent you, even if the interests of the other client are adverse to yours (including appearance on behalf of another client adverse to you in litigation or arbitration), *provided* the other matter is not substantially related to our representation of you and in the course of representing you we have not obtained confidential information from you related to the other client. In the event that a representation of another client as defined herein comes to our

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attention, we will advise you of this potential representation and request your consent to this arrangement because of its possible adverse effects on performance of our duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel with the matter.

Termination of Representation. You have the right to terminate our representation at any time. Subject to our ethical obligation to give you reasonable notice to arrange for alternate representation, we may terminate our representation of you at any time. Upon termination of our representation, you agree to sign promptly substitutions of counsel authorizing our withdrawal as your counsel of record in any proceeding. Unless we agree to render other legal services to you, our representation will terminate upon completion of the Matter.

Document Retention. You agree that you will be responsible for providing us with all documents pertinent to this matter. Even if you have in effect document retention policies that may result in the scheduled destruction or discarding of documents which may be relevant to this matter, please do not destroy or discard any possibly relevant documents until you speak with us further.

Our Document Retention. It is our policy and practice to destroy our files five years after the file is first closed unless the client requests a shorter or longer retention period in writing. Files are generally closed at the conclusion of a lawsuit.

No Warranties. As you know, many corporate transactions by their nature can be unpredictable. It is not possible to warrant a successful result or represent that a particular result can be obtained within a given time framework. We appreciate your awareness of and patience with the pitfalls drafting corporate documents. You acknowledge that we have not made any representations, promises, warranties or guarantees to you, express or implied, regarding the outcome of your matter.

Arbitration. Any dispute between us concerning our fees or charges shall, if you so elect, be submitted to arbitration under rules of the California State Bar, and shall be binding if (i) each of us so agrees after any such dispute arises, or (ii) such arbitration becomes binding under such rules. Any dispute between us concerning our fees or charges not so submitted to binding arbitration under the rules of the California State Bar, or which remains unresolved after non-binding arbitration under such rules, and any other dispute between or among you and us or any of our attorneys and agents, including but not limited to claims of malpractice, errors or omissions, or any other claim of any kind regardless of the facts or the legal theories, shall be finally settled by mandatory binding arbitration in Los Angeles, California, conducted in accordance with California Code of Civil Procedure sections 1282 *et seq.*, including, but not limited to, section 1283.05, with each party to bear its own costs and attorneys' fees and disbursements. Such arbitration shall be conducted before a single arbitrator, except in matters

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involving a dispute greater than five hundred thousand dollars, which shall be conducted before a three arbitrator panel with each side selecting one arbitrator and the two arbitrators selected by the parties choosing the third arbitrator. Judgment on a binding arbitration award may be entered in any court of competent jurisdiction. *We mutually acknowledge that, by this agreement to arbitrate, each of us irrevocably waives our rights to court or jury trial. You have the right to consult separate legal counsel at any time as to any matter, including whether to enter into this engagement letter and consent to the foregoing agreement to arbitrate.*


CLIENT INITIALS: _____

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 the agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only in writing signed by all parties.

Effective Date. This Agreement will govern all legal services we perform on your behalf commencing with the date that we first performed services. The date at the beginning of this Agreement is for reference only.

If the foregoing is an acceptable basis for our engagement as counsel, please sign and return this Agreement to us. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Jack B. Osborn

for BROWN WHITE & OSBORN LLP

I have read and understood this engagement letter and agree that it correctly sets forth the terms upon which Brown White & Osborn, LLP has been engaged to represent Client in connection with the Matter.

Date: _____

Marcus A. Rodriguez, Interim Executive Director

Enclosure

cc: Andrew J. Beechko

ATTACHMENT A

ADMINISTRATIVE CHARGE TABLE

(As of January 2019)

For your information, the following is a current list of the various costs which are charged to clients.

<u>Category</u>	<u>Charge</u>
Bank Wire Fees	Bank fees incurred
Computer Software	Cost
Credit Card Fees	3.51% of credit card amount charged, plus .15 bank fee.
Delivery (Federal Express, UPS, messenger etc.)	Cost
File Opening Fee	\$75.00
Duplicating	\$.25 per page; color copies \$1.00 per page
Lexis/ Westlaw Legal research	Vendor Standard Rates
Outside Document Imaging (Scanning, OCR, Coding)	Invoiced cost
Pacer	Vendor Standard Rates
Postage	Cost
Staff overtime	Cost
Telephone	Standard Rates
Travel	Actual Cost