

March 21, 2022

PDF VIA EMAIL: mpeterson@dcsdk12.org

Douglas County School District RE-1, Board of Education
620 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Peterson, President

Re: *Engagement Letter and Fee Agreement*

Dear Mr. Peterson:

Thank you for the opportunity to represent the Douglas County School District RE-1, Board of Education (“you”). This Engagement Letter and Fee Agreement sets forth the scope and nature of our legal services.

1. **Party represented.** Gessler Blue LLC will represent the Douglas County School District RE-1, Board of Education, and Michael Peterson, Rebecca Myers, Kaylee Winegar, and Christy Williams, in their official capacities as board members.

2. **Character of Services and Responsible Attorney.** The firm will advise and represent you in the lawsuit *Marshall v. Douglas County Board of Education*, Case No. 2022CV30071 (Douglas County, Colorado), to include all appeals authorized by you. We will perform all tasks or services that are necessary or appropriate. Geoff Blue and I will be the attorneys responsible for this matter and will work with other attorneys or paralegals as appropriate.

3. **Representation Limited to Your Request.** Our work for you will be limited to the subject in the paragraph above, unless you specifically request advice or representation on other issues or projects and we agree, in writing, to perform that additional work. This Agreement will apply to any subsequent matters in which we represent you, unless otherwise agreed upon in writing. After we complete the work described, we will not assume continuing responsibility to advise you on matters affecting the work we have performed unless we both agree in writing that the representation extends to providing continuing advice.

4. **Conflicts of Interest.** We are not currently aware of any conflicts of interest. While representing you we must decline other representation which conflicts directly with your representation, unless (in some circumstances) you consent in writing. If a conflict is discovered after work has commenced, we may be disqualified from continuing to represent you. If a conflict develops, we will notify all affected clients and proceed in a manner consistent with the Colorado Rules of Professional Conduct. After our representation has ended, you understand that we may undertake representation adverse to you, except where a substantial relationship exists between that representation and our present or previous representation of you. Regardless, will not disclose any confidential information we obtain or receive in the course of representing you, without your written consent.

You also understand that our firm currently represents Ascent Classical Academies, and that there may be instances in which Ascent approaches the Douglas County School District on regulatory or business matters. Any potential matters will not involve the subject matter of the lawsuit that serves as the basis for our current representation. Nonetheless, to the extent allowed by law, you agree to waive any conflict with respect to Ascent Classical Academies, and you agree that Gessler Blue LLC may represent Ascent in any matters involving the Douglas County School District.

5. **Fee Arrangements.** The Douglas County School District agrees to pay all fees and costs. Our normal hourly rate is \$425 per hour but for this matter we will charge \$225 per hour for all attorneys, and \$150 to \$175 per hour for paralegals, depending on skills and experience, unless otherwise agreed upon in writing. We bill in one-quarter of an hour increments. Billed time includes communications with you and others (such as opposing counsel, witnesses, consultants, and court personnel), research, drafting, travel, and appearances on your behalf. In addition to our fees, we will bill you for direct costs for outside services, to include legal research fees and litigation-related costs (such as depositions, court filing fees, and expert witnesses). All fees and costs may be billed directly to you without first being paid by us.

6. **Retainer.** We will not require an initial retainer at this time, however we reserve the right to require one if at any point during our engagement we determine that one is necessary for any reason. We hold all retainers in our client trust account and bill fees and costs against this retainer on a regular basis. Unless we agree otherwise, you will replenish the retainer in our trust account on a monthly basis. If we anticipate a substantial increase in the work, we may require a larger retainer than we are then currently holding. At the conclusion of this matter and termination of this engagement we will return the remaining, unbilled retainer to you.

7. **Billing and Payment.** We bill periodically (usually monthly), and fees and costs are due upon receipt. Subject to our ethical obligations, we may postpone, defer, or discontinue representation if billed amounts are not paid when due. If you have any questions or objections, any challenge must be made promptly within thirty (30) days after the date of the invoice. In the event you dispute some of our fees or costs, you nonetheless agree to pay us all undisputed amounts. We will hold in our trust account any funds subject to dispute. We may charge interest at one percent per month on outstanding sums not paid within 30 days. Any failure to promptly charge interest does not waive our right to collect interest.

8. **Estimates and Outcome Not Guaranteed.** Although we may provide you with cost estimates, we frequently encounter unforeseen events. Accordingly, all estimates are inexact and not binding. Further, we do not and cannot make any promises or guarantees about any outcome in any matter in which we represent you.

9. **Termination.** At any time, and in your sole discretion, you may terminate the Firm's representation of you. We may withdraw from representing you if, among other reasons, (a) you fail to honor the terms of this agreement, (b) there is a breakdown in trust or cooperation between us, or (c) we encounter any circumstance that would render our continuing representation of you unlawful or unethical. If we withdraw you will take all steps reasonably necessary to facilitate our withdrawal (which may include seeking substitute counsel or executing necessary documents). Our

representation of you shall terminate upon (a) your termination of our representation, (b) our withdrawal from representing you, or (c) our sending you our final billing statement for services and costs. You agree to immediately pay us for all services rendered and costs incurred prior to termination.

10. **Related Activities.** If any claim or action is brought against the Firm or any of its personnel, by reason of your negligence or misconduct, or if we are asked or required to testify as to our representation of you, or if we must defend the confidentiality of your communications with us in any proceeding, you agree to pay us for any resulting costs or damages incurred, including our time, even if our representation of you has ended.

11. **Choice of Law and Interpretation.** This Engagement Letter and Fee Agreement will be interpreted and enforced under Colorado law. Any unenforceable provision of this Agreement will be severed from the other provisions, and the remainder will be enforced to the fullest extent possible.

12. **Collection and Jurisdiction.** The Firm will be entitled to recover all reasonable attorney fees and costs that it incurs in attempting to collect any amounts owed by you to the Firm or in engaging in any litigation or arbitration of any kind related to the subject matter of this Engagement Letter and Fee Agreement. The Firm shall have a lien for its reasonable attorney fees and costs against any award, settlement, or recovery related to our representation of you.

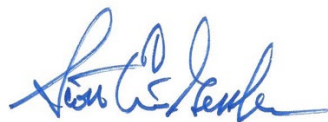
13. **Document Retention Policy.** While representing you, we may receive documents that belong to you or others. Except for property that you are entitled to (e.g., a monetary award or recovery, valuable personal property, original security certificates, negotiable instruments, deeds, wills, etc.), NOTICE IS HEREBY GIVEN TO YOU that, unless otherwise required by law or ethical rule, after representation in this matter has concluded, (a) we may return the documents to you, (b) we may destroy the documents if you do not seek their return within one year after the representation has ended, or (c) we may electronically scan the materials and destroy all originals. We have no obligation to maintain copies or any other record after we return documents to you. You must provide written authorization to us before we will transfer any documents to someone else.

14. **Modifications in Writing.** Any modifications to this Agreement must be in writing and signed by both you and the Firm.

If you have any questions about the provisions of this letter or aspects of our representation, please contact me immediately, so that I can promptly resolve any issues.

Very truly yours,

GESSLER BLUE LLC



Scott E. Gessler



ACCEPTED and AGREED TO by the Douglas County Board of Education this _____ day of _____, 2022.

By: _____

Title: _____

ACCEPTED and AGREED TO by the Douglas County School District this _____ day of _____, 2022.

By: _____

Title: _____