



fisherphillips.com

March 23, 2021

VIA DOCUSIGN

Carmen Garces
Director of English Learner Services
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Seattle

1201 Third Avenue
Suite 2750
Seattle, WA 98101

(206) 682-2308 Tel
(206) 682-7908 Fax

Writer's Direct Dial:

(206) 693-5068

Writer's E-mail:

jwinchester@fisherphillips.com

Re: Legal Representation

Dear Carmen,

Thank you for selecting Fisher Phillips to represent Mt. Diablo Unified School District in connection with immigration related matters. This letter, the Summary of Engagement (Appendix A), and the Immigration Retainer Agreement (Appendix B), details the scope of our client relationship and outlines the fees for our services.

I will be primarily responsible for this representation but may call upon other lawyers and legal assistants as I believe appropriate in the circumstances.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and legal assistants involved. Where hourly billing may apply, my current hourly rate is \$480.00. Our hourly rates in the Seattle office range from \$560.00 for our most experienced partners to \$230.00 for our paralegals. For H-1B and other immigration matters, we generally charge a flat fee (not including government filing fees). These fees and charges are explained in the accompanying Summary of Engagement (Appendix A) and Immigration Retainer Agreement (Appendix B), which sets forth in greater detail the terms on which we will represent you. Please review the Appendix's carefully.

Although it is ordinarily the policy of Fisher Phillips to obtain an advance retainer from new clients to be held in trust for the duration of your matter and applied to our final bill, we have waived that requirement in this instance. We reserve the right to ask you for such a deposit in the future should circumstances warrant. As we will not require an advance against fees or other charges, we do require payment upon presentation of our invoices.

Fisher & Phillips LLP

Atlanta • Baltimore • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • Orlando • Philadelphia
Phoenix • Portland • Sacramento • San Antonio • San Diego • San Francisco • Seattle • Tampa • Washington, DC

If you have questions at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please do not hesitate to contact me.

We appreciate the confidence you have shown by selecting us as your counsel in this matter, and we look forward to working with you.

Sincerely,

Jeffrey D. Winchester
Attorney at Law
For FISHER & PHILLIPS LLP

If you agree to these terms, please sign a copy of the engagement letter, the Summary of Engagement (Appendix A) and the Immigration Retainer Agreement (Appendix B) and return an executed copy for our files.

Client's signed agreement to the terms of the Engagement Letter:

Understood and agreed:

Mt. Diablo Unified School District

By: _____ Date: _____
Signature

Print Name and Title of Signatory

JDW/cw

APPENDIX A

SUMMARY OF ENGAGEMENT

We appreciate your confidence in selecting Fisher & Phillips LLP to represent you in connection with the matter(s) described in the accompanying letter. The rules of professional responsibility applicable to lawyers strongly encourage written agreements between lawyers and their clients to ensure that there are no misunderstandings that could compromise the representation. For that reason, this sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

Scope and Duration of Representation

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter. Unless the Firm agrees in writing to do so, our engagement does not include any employees, affiliates, or members of that person or entity.

Our practice focuses on advising and representing employers and comparable entities in matters arising under the laws governing labor, employment, immigration and benefits, and our representation is limited to the matter or matters described in the accompanying letter (although the scope of that representation might be enlarged by a supplemental engagement letter). We do not provide advice or representation concerning whether any matters are covered by a client's insurance policies, and, in the event of a dispute over coverage, we cannot advise or represent you in connection with such a dispute. We therefore urge you to review your policies to determine whether any matter for which you might retain us is covered by such a policy; if you believe that the policy might cover any such matter, it will be your responsibility to notify the insurance company.

We do not practice securities law or corporate law, and we do not advise our clients on such matters. Neither do we undertake to determine or advise our clients whether any particular matter or potential matter is material or must be disclosed for financial-audit purposes.

An attorney/client relationship will exist between us for the duration of the matter for which we have been engaged, unless that relationship is earlier terminated in writing by either of us. In cases in which we have been engaged to provide general labor and employment advice, the relationship will end twelve months after the last substantive work you ask us to perform. The term "substantive work" does not include routine responses to auditors' requests.

During the representation, our advice will of course be consistent with applicable legal principles and interpretations as of the date we provide it. However, those principles and interpretations are subject to change, and we cannot undertake to advise you of later changes at our own initiative. We will be pleased to respond to future requests that we reevaluate our advice in light of any such developments.

Management of Engagement

Each client is served by a responsible lawyer who has primary responsibility for communication between the Firm and the client. The responsible lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of the responsible lawyer by request to the Managing Partner of the office where the responsible lawyer is located or to a member of the Firm's Management Committee. The responsible lawyer may delegate your work, or parts of it, to other lawyers or staff. This delegation may be for the purpose of involving other lawyers who have special expertise or to provide services on the most efficient and timely basis.

Fees and Charges

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless otherwise agreed in writing signed by you and us. The ultimate cost frequently is more or less than the estimated amount.

We normally review our fees annually and adjust them at that time. In addition to the fees for legal services described in the accompanying letter, where applicable, we will charge you for travel-and-lodging, photocopying, express delivery, computer-aided legal research, and similar items connected with our handling your work. Ordinarily, these amounts will be set forth separately on your billing statement. Please let us know should you have any questions about the way in which we compute non-fee charges. On some occasions, there might be third-party charges, such as for deposition transcripts, outside printing or copying, expert witnesses, or any one of a variety of other things. Our policy is to submit all invoices from third-party vendors to you for direct payment, and we request that you pay these invoices immediately. We do not charge for secretarial overtime, and we do not bill for time spent in travel unless (i) we are working while we travel; or (ii) the travel occurs during our normal 8:30am to 6:00pm workday. We make our best effort to travel outside our normal workday.

Where flat fee billing may apply, upon our receipt of all, or any portion of the flat fee, the funds are property of Fisher Phillips and will not be placed into a trust account. The fact that the fee has been paid in advance does not affect your right to terminate the client-lawyer relationship. In the event that the relationship is terminated before the agreed-upon legal services have been completed, you may or may not have a right to a refund of a portion of the fee.

Billing Procedures

Our practice is to send bills on a monthly basis. Our statements generally cover fees and charges for the prior calendar month, although sometimes fees or charges might not be immediately available for one reason or another and will therefore be billed later. We ask that our statements be paid upon presentation to you. If you ever have questions about an invoice, please do not hesitate to contact us promptly to discuss them. If for any reason a statement cannot be

paid upon presentation, please call us promptly so that we can discuss this.

Occasionally clients may make an overpayment on a bill. If this happens, unless you tell us otherwise, we will apply the overpayment to any outstanding fees and expenses or to the next bill, with notice to you as to how we have applied the overpayment. If there are no outstanding fees or expenses and no work in process, we will refund the overpayment to you.

We do reserve the right to impose interest charges at 1½% per month in connection with any balance that remains unpaid more than 30 days after the statement date. Also, if it ever should be necessary for us to resort to legal action to collect our fees and expenses, it is agreed that the prevailing party shall recover its reasonable attorney's fees and costs in connection with any such action.

Fisher Phillips accepts payments via check, eCheck, wire, ACH and credit card (Visa, MasterCard, American Express and Discover)... *Please note, payment instructions for our standard invoices differ from those for payments to trust. Payment instructions for our standard invoices are detailed below...*

Payment Type	Instructions																
Check	Make payable, and remit to: Fisher & Phillips LLP Attn: Accounting 1075 Peachtree Street NE, Suite 3500 Atlanta, GA 30309																
Credit Card / eCheck	Web Address: https://secure.lawpay.com/pages/fisherphillips/operating																
Wire / ACH	<table border="0"> <tr> <td>Account Name:</td> <td>Fisher & Phillips LLP (Operating Account)</td> </tr> <tr> <td>Account Address:</td> <td>1075 Peachtree Street NE, Suite 3500 Atlanta, GA 30309</td> </tr> <tr> <td>Bank Name</td> <td>SunTrust Bank</td> </tr> <tr> <td>Bank Address</td> <td>1155 Peachtree Street NE, Suite 1200 Atlanta, GA 30309</td> </tr> <tr> <td>Routing #</td> <td>061000104</td> </tr> <tr> <td>Account #</td> <td>1000016201021</td> </tr> <tr> <td>Swift / BIC Code:</td> <td>SNTRUS3A (Use For International Wires Only)</td> </tr> <tr> <td>Notifications:</td> <td>Please email accounting@fisherphillips.com with remittance details once the transaction has been initiated.</td> </tr> </table>	Account Name:	Fisher & Phillips LLP (Operating Account)	Account Address:	1075 Peachtree Street NE, Suite 3500 Atlanta, GA 30309	Bank Name	SunTrust Bank	Bank Address	1155 Peachtree Street NE, Suite 1200 Atlanta, GA 30309	Routing #	061000104	Account #	1000016201021	Swift / BIC Code:	SNTRUS3A (Use For International Wires Only)	Notifications:	Please email accounting@fisherphillips.com with remittance details once the transaction has been initiated.
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Notifications:	Please email accounting@fisherphillips.com with remittance details once the transaction has been initiated.																

Payments to Trust Accounts

All trust deposits we receive from you will be placed in a trust account for your benefit. As required by law, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs, with the interest earned on the pooled account payable to a charitable foundation as provided by law. Trust deposits that are expected to earn a net return will also be placed into the pooled account, unless you request a segregated account. Interest earned on the segregated trust account will be added to the deposit for your benefit.

Fisher Phillips accepts payments to trust via check, wire, ACH and credit card (Visa, MasterCard, American Express and Discover).... *Please note, payment instructions for trust differ from those for payments for our standard invoices. Payment instructions for trust are detailed below...*

Payment Type	Instructions																
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Wire / ACH	<table border="0"> <tr> <td>Account Name:</td> <td>Fisher & Phillips LLP Attorney Trust Account WA IOLTA Acct</td> </tr> <tr> <td>Account Address:</td> <td>1201 3rd Ave, Suite 2750 Seattle, WA 98101-3274</td> </tr> <tr> <td>Bank Name</td> <td>Wells Fargo Bank, NA</td> </tr> <tr> <td>Bank Address</td> <td>255 2nd Ave. South Minneapolis, MN 555479</td> </tr> <tr> <td>Routing #</td> <td>121000248</td> </tr> <tr> <td>Account #</td> <td>8758598638</td> </tr> <tr> <td>Swift / BIC Code:</td> <td>WFBIUS6S (Use For International Wires Only)</td> </tr> <tr> <td>Notifications:</td> <td>Please email Jennifer McNemee (jmcnemee@fisherphillips.com) and Cc accounting@fisherphillips.com with the payment remittance details once the transaction has been initiated.</td> </tr> </table>	Account Name:	Fisher & Phillips LLP Attorney Trust Account WA IOLTA Acct	Account Address:	1201 3rd Ave, Suite 2750 Seattle, WA 98101-3274	Bank Name	Wells Fargo Bank, NA	Bank Address	255 2nd Ave. South Minneapolis, MN 555479	Routing #	121000248	Account #	8758598638	Swift / BIC Code:	WFBIUS6S (Use For International Wires Only)	Notifications:	Please email Jennifer McNemee (jmcnemee@fisherphillips.com) and Cc accounting@fisherphillips.com with the payment remittance details once the transaction has been initiated.
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Notifications:	Please email Jennifer McNemee (jmcnemee@fisherphillips.com) and Cc accounting@fisherphillips.com with the payment remittance details once the transaction has been initiated.																

Client Responsibilities

You understand and agree that, in order for us to represent you effectively, it is necessary for you to assist and cooperate with the Firm. You agree to (1) make yourselves (including your employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to us on a timely basis; and (4) make timely payment to any experts or vendors retained in connection with our services.

Communications

It is of course essential that clients and attorneys communicate effectively with one another to exchange information and to discuss developments and possible courses of action. Naturally, we will keep you informed as developments occur and will consult with you as to the appropriate steps to take. By the same token, we ask that you keep us informed of your objectives and wishes and that, if we ask for specific information or for instructions necessary to our adequately carrying out our representation, you will respond accurately, completely, and as quickly as possible.

As you know, communications between clients and attorneys are generally privileged and are not discoverable by third parties. However, court decisions have emphasized how easily that privilege can be lost, such as where attorney correspondence is routed through a client's routine intra-office mail, or where attorney/client communications are discussed with persons outside the attorney/client relationship. Any practical steps you can take to ensure that our attorney/client communications are not disclosed to third parties will be important in protecting your right to claim that privilege.

It is also important that we agree from the outset what kind of communications technology we will employ in the course of this engagement. Unless you specifically direct us to the contrary, we agree that it is appropriate for us to use fax machines and e-mail in the course of the engagement without any encryption or other special protections. In that regard, please specify an e-mail address which you would like us to use to communicate with you. Please also notify the Firm if you have any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the engagement.

Avoidance of Conflicts

In the event you have a potential dispute with a third party, and you wish to discuss with us the possibility of us representing you in connection with that potential dispute, we request that you do not disclose the nature of that dispute or any relevant facts until you have provided us with the name of the potential adverse party and afforded us the opportunity to determine whether the representation would create a conflict with another client.

Similarly, because we represent a number of staffing agencies or Professional Employer

Organizations (PEOs), it is important that, before you ask us to comment upon such an entity's actions taken, advice given, or services otherwise rendered, you first disclose to us the name of that organization or agency.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us. If you do, papers and property which you have provided to us will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our internal files regarding administrative matters pertaining to the case will be retained. Termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred both before termination and in connection with an orderly transition of the matter, including the copying of any files that you request that we provide to you or to substitute counsel.

The rules of professional responsibility for the jurisdictions in which we practice list several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example: nonpayment of fees or costs, use of our services to perform a criminal or fraudulent act, misrepresentation of or failure to disclose material facts, action contrary to our advice, and conflicts-of-interest with another client. In addition, we reserve the right to stop our work for you if you fail to cooperate with us, or if any account is past due and we have been unable to agree on a mutually acceptable plan for payment. You agree that we may withdraw from the representation under these circumstances, subject to court approval where such approval is required for such withdrawals. In the event we seek to withdraw, you agree to engage new counsel immediately.

Document Retention

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we might elect to keep a copy of the documents in our files. At the close of any matter, we generally purge our files in that matter of unnecessary materials and send the retained materials to a storage facility for storage at our expense. We will maintain the files in storage for a period of ten years. After that time, we reserve the right to destroy the documents in the stored files without further notice to you. You hereby consent to such destruction of your documents in our files, unless we receive from you, within ten years after the close of the matter, written instructions for a different disposition of your documents.

Your Right to Arbitrate Fee Disputes

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's Managing Partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration under supervision of the state or district bar associations for the jurisdictions in which we practice, and we agree to participate fully in that process.

Errors-and-Omissions Insurance

The rules of professional responsibility applicable to attorneys in some states require that law firms advise clients whether the firms have errors-and-omissions insurance coverage. Fisher & Phillips of course does have such coverage.

Miscellaneous Matters

We publish a bi-monthly Labor Letter and other, more-narrowly-focused newsletters in which we cover topical matters relating to employment laws and labor relations. In addition, when circumstances warrant, we publish a Labor Alert to let our clients know about particularly time-sensitive issues of importance. These publications are intended to keep our clients advised about matters which we think will be of interest to them. Of course, due to the generalized nature of these publications, we cannot undertake to address in them every pertinent legal development which might be important to a particular client, and the materials published therein do not constitute legal advice.

We also present seminars periodically. In these seminars, we discuss a broad spectrum of relevant labor- and employment-law issues. These seminars are provided as a service to our clients, and you will be invited to them as they are scheduled.

If you agree to these terms, please sign a copy of the engagement letter, the Summary of Engagement (Appendix A) and the Immigration Retainer Agreement (Appendix B) and return an executed copy for our files.

Client's signed agreement to the terms of Appendix A:

Understood and agreed:

Mt. Diablo Unified School District

By: _____ Date: _____
Signature

Print Name and Title of Signatory

JDW/cw

APPENDIX B

Immigration Retainer Agreement

Fisher & Phillips LLP is pleased to be given the opportunity to assist you with your immigration matter(s). Please take a moment to review the following policies and information relevant to our relationship during the matter specified in this agreement. If you have any questions concerning this agreement, please do not hesitate to request additional information before signing this agreement. Of course you are free to terminate this engagement at any time upon reasonable notice, and we likewise retain the right to withdraw from this case and to cease legal representation.

Joint Representation

Some legal cases involve representation of multiple parties in one legal matter. This is commonly called either "dual representation" or "joint representation." This type of representation occurs, for example, when an employer petitions for a work visa on behalf of an employee, or an individual petitions for permanent residence on behalf of his or her foreign-national dependent(s). In most instances of joint representation, the parties' interests are the same and do not conflict during the case. In some cases, however, the parties' interests may diverge during the case. If this occurs, the attorney representing both parties may be obliged to inform the parties of a potential conflict between their interests. If either party chooses not to waive the conflict, the attorney may be required to withdraw from representation of one or all parties involved in the case. In instances where an employee and employer are jointly represented by Fisher & Phillips, the firm will usually continue representation of only the employer should a conflict arise between the employer and the employee. If you prefer to avoid entering a situation of dual representation, you always retain the option of hiring an attorney to represent your interests alone throughout the case. If you have any questions about dual representation, please do not hesitate to request additional information before signing this agreement.

Flat Fee Billing Arrangements

If your case is to be billed as a flat legal fee rather than on an hourly basis, the flat fee will cover the legal work, the time normally taken to prepare and file the requested petition/application, and is based on the assumption that all the information needed about the job, beneficiary and employer to prepare the case is provided to us. This includes time spent working on your case by an attorney, paralegal, and/or staff member.

The flat fee does not include expenses, if required, such as, government filing fees, courier or mailing expenses such as Federal Express, photocopying, translation fees, or third-party evaluations of educational credentials and/or professional experience. Unless agreed otherwise, work will not begin on your case until payment of the flat fee is received. Once work is begun, a minimum fee will be charged regardless of whether the firm is able to complete the matter, and regardless of whether you or the firm elects to terminate legal representation. General legal advice not specifically related to this matter, and/or general employment or immigration law advice, will be billed hourly, separate from the flat fee. The firm will consult with you first to reach a separate agreement for payment of any additional legal fees and/or costs that may apply.

Consideration of the Case by the Government

As with any case submitted before a government body, it is impossible for a private party to control or guarantee the speed with which the government will consider, approve, deny, or

take any other action on the case. Fisher & Phillips cannot guarantee any particular time-frame during which you might expect a particular result in your case. Additionally, please understand that **Fisher Phillips cannot and does not guarantee any particular outcome with regard to any legal matter undertaken on your behalf.**

Exchange of Information

In signing this agreement, you agree to cooperate with your attorney in this matter, including keeping your attorney advised of changes of address, telephone number, employment, immigration status, and other circumstances bearing on this matter. You agree to advise your attorney of the true facts about personal backgrounds and past employment and to inform your attorney of any government communications or correspondence received concerning this matter, including but not limited to the U.S. Citizenship & Immigration Services, U.S. Department of Labor, state Departments of Labor, and the U.S. Department of State.

Fees and Scope of Services

Fisher & Phillips LLP notes that, notwithstanding the fixed fee schedule below, hourly billing arrangements would apply in circumstances where the government issues requests for evidence or audits as well as for consultations and general advice outside the scope of preparation and filing of a petition. Additional hourly billing may also apply where cases with unusual complexity or difficulty are requested.

Below, please find our schedule for immigration flat legal fees:

A. Non-Immigrant Visas

Process	Legal Fees
H-1B CAP Registration	\$1,000
H-1B Visa Petition	\$2,500
Dependent(s): I-539 Application	\$600
Dependent(s): Employment Authorization Document (EAD) for spouse of H-1B visa holders	\$500

B. Immigrant Visas (Permanent Residence)

Process	Legal Fees
Labor Certification PERM	\$4,500
I-140 Immigrant Petition: Based upon approved labor certification application	\$2,000
I-485 Adjustment of Status – Employee	\$2,000
I-485 Adjustment of Status – Dependent(s) (per applicant/application)	\$1,500
EAD or Advanced Parole renewals, if needed (where I-485 not approved within the year) (per applicant/application)	\$500

We very much appreciate the opportunity to be of service, and look forward to a long and mutually beneficial relationship with you.

If you agree to these terms, please sign a copy of the engagement letter, the Summary of Engagement (Appendix A) and the Immigration Retainer Agreement (Appendix B) and return an executed copy for our files.

Client's signed agreement to the terms of Appendix B:

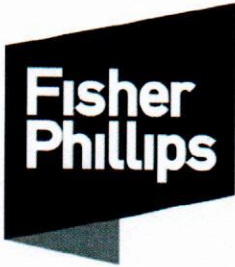
Understood and agreed:

Mt. Diablo Unified School District

By: _____ Date: _____
Signature

Print Name and Title of Signatory

JDW/cw



Fisher & Phillips LLP
1201 Third Avenue
Suite 2750
Seattle, WA 98101
(206) 682-2308 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

April 16, 2021
Invoice Number: 1508217
Client Matter Number: 55362.0006

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Attention: Carmen Garces
Director of English Learner Services
garcesc@mdusd.org

For services rendered through March 31, 2021:

GARCIA PALACIN, Carmen Mariola (H-1B CAP FY22)

FLAT FEE AGREEMENT \$1,000.00

CURRENT LEGAL FEES THIS INVOICE \$1,000.00

PAYMENT IS DUE UPON RECEIPT OF INVOICE

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

REMITTANCE SLIP
FISHER & PHILLIPS LLP

Secure Payment Portal

<https://pay.xpress-pay.com/?org=EFF703E25E9B4F9>

Wire/ACH Instructions

Account Name: Fisher & Phillips LLP Operating Account
Bank Name: SunTrust Bank, Atlanta, GA
Account Number: 1000016201021
Routing Number: 061000104
Swift Code: SNTRUS3A

Remit Address:

1075 Peachtree Street, NE
Suite 3500
Atlanta, GA 30309
(Tax Identification No. 58-0619559)

Client Number: 55362

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

CURRENT LEGAL FEES

<u>Date</u>	<u>Invoice No.</u>	<u>Balance Due</u>	<u>Amount Enclosed</u>
04/16/21	1508217	\$1,000.00	

PAYMENT IS DUE UPON RECEIPT OF INVOICE

Fisher & Phillips LLP

Atlanta • Baltimore • Bethesda • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Detroit • Fort Lauderdale • Gulfport
Houston • Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Pittsburg • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fisher & Phillips LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1075 Peachtree Street NE Suite #3500

6 City, state, and ZIP code
Atlanta, GA 30309

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	0	6	1	9	5	5	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶ **JAMES NATIONS CFO** Date ▶ **1/4/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.