

# LAKESIDE UNION SCHOOL DISTRICT

Office of the Superintendent  
12335 Woodside Avenue  
Lakeside, California 92040  
(619) 390-2600

June 7, 2024  
11:00 a.m.

## NOTICE OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

### *Agenda and Notes*

A. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

B. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) **Public Comment Form**

Opportunity for Members of the Public to address the Board on any item **on** the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment or Public Hearings, follow the directions for speaking to agenda items as listed above.

C. CLOSED SESSION

1. Conference With Legal Counsel – Anticipated Litigation: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (*one case*);
2. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957.

D. RECONVENE TO OPEN SESSION

Report out from Closed Session.

E. ITEM OF BUSINESS

**Approval** is requested of the Thomas More Society Limited Legal Representation Agreement.

F. AGENDA REVIEW

The Board will review the June 13, 2024 board agenda.

G. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.  
Superintendent



June 4, 2024

Board of Trustees  
Lakeside Union School District  
12335 Woodside Ave.  
Lakeside, CA 92040

**THOMAS MORE SOCIETY  
LIMITED LEGAL REPRESENTATION AGREEMENT**

The Thomas More Society is a not-for-profit, national public interest law firm dedicated to restoring respect in law for life, family, and freedom. Our work is funded by generous supporters who give sacrificially to support this mission. Without those supporters, we could not provide the legal services described in this Agreement.

The following Agreement sets forth the terms of the Thomas More Society's and its Special Counsel LiMandri & Jonna LLP's legal representation of the Lakeside Union School District ("Client"):

- 1. Legal Services Provided.** The Thomas More Society (also referenced herein as "Society") and LiMandri & Jonna LLP (also referenced herein as "Special Counsel") will provide legal services relating to the preparation, filing, and litigation in the U.S. District Court for the Southern District of California of a 28 U.S.C. § 2201 declaratory relief class action challenging the the State of California's adoption of a policy requiring local school districts to withhold information relating to a child's new gender identity from the child's parents if the child has not yet informed his or her parents about the new gender identity.
- 2. Scope of Representation.** The Society's and its Special Counsel's representation is limited to the Matter set forth above and is not a comprehensive legal representation of Client. The Society and its Special Counsel may be able to provide referrals to other counsel if Client requires legal services for matters outside the scope of this Agreement.
- 3. No Guarantee as to Result.** Client acknowledges that the Society and its Special Counsel have made no guarantee as to the outcome of this Matter. Society and its Special Counsel maintain errors and omissions insurance coverage applicable to the services rendered under this Agreement.
- 4. Co-Counsel.** From time to time, the Society and its Special Counsel may retain or partner with local counsel or other counsel to represent Client or otherwise consult on the Matter. By signing this Agreement, the Client authorizes the Society and its Special Counsel, in their sole discretion, to enter such co-counsel arrangements in connection with the Matter. The Society and its Special Counsel shall seek in good faith to keep Client reasonably informed

of such arrangements. As set forth elsewhere herein, the Society will be responsible for advancing payment of attorney's fees to co-counsel.

- 5. Confidentiality.** Attorney-client communications will be maintained with confidentiality and under privilege, as allowed by law. Please do not share our confidential advice to you with anyone else. If desired, the Client may limit communications between its staff and the Society and its Special Counsel by indicating below a person or persons who are authorized to communicate with the Society and its Special Counsel. Society Attorneys will work with a team of staff, consultants, experts, and others to represent Client. Client authorizes the Society and its Special Counsel to: (1) disclose any and all information to employees and contractors of the Society, including attorneys and others who may or may not be directly involved in this representation; (2) disclose any and all information related to this Matter to outside counsel, experts, or agents as reasonably necessary consistent with the interests of Client and the Society; and (3) disclose to the public any and all information that is contained in the public record, information that is contained in any discovery materials not prohibited from disclosure by a court order, facts set forth in any demand letter, or other facts or circumstances consistent with litigation objectives. Client permits the Society and its Special Counsel to use all forms of electronic communication, electronic document and data management and storage, and word processing for all matters related to the Matter (including the use of email), consistent with applicable laws and rules.

In case there are multiple clients represented jointly by the Society and its Special Counsel, any Client information shared with the Society Attorneys may be shared with other clients—while this information remains confidential and privileged, we cannot withhold Client information from other jointly represented clients. Because of this, please do not tell us anything in confidence that you would not want other jointly represented clients to know about.

- 6. Media Communications.** Client understands and expects that the Society and its Special Counsel will publicly communicate non-privileged relevant facts, circumstances, strategy, and legal theory related to this matter, consistent with the Client's interests and the Society's charitable mission, including soliciting financial and other support for that mission. Client understands that the ability of the Society and its Special Counsel to provide *pro bono* legal representation is directly connected to the ability of the Society to inform supporters of the Society about its work. Client understands that the Society will work with a team of staff, consultants, experts, and others in crafting and delivering these communications. Client gives permission for the use of any and all non-privileged images, video, audio, writings, or other materials or information in support of the Society's and its Special Counsel's public communication. Client understands that any public communications regarding the Matter may be used against Client's interests. Client further agrees to allow the Society and its Special Counsel to control interactions and communications with the media in relation to this Matter and agrees not to make any statements or representations to the news media regarding the Matter, without prior approval from the Society and its Special Counsel. Client also

agrees that Client will not agree to any settlement or other agreement that would restrict the rights of the Society and its Special Counsel to publicize any and all non-privileged information about the matter, including but not limited to the fact that the matter is resolved and the nature of that resolution, along with any monetary recovery obtained or non-monetary result secured.

7. **Public Interest Mission and Potential Conflicts.** Client specifically acknowledges that the Society has a public interest mission established by the Society's Board of Directors. Both the Society and Client seek to establish legal precedent that will further the Society's mission. In furtherance of this mission, Society Attorneys and Special Counsel will represent the legal interest(s) of Client. However, Client acknowledges that the Society represents a broad and substantial number of other clients in service of its mission. While neither party knows at present of any potential conflict with another Society client, Client understands and acknowledges that such potential or actual conflicts may arise, and to the extent those conflicts may be properly waived at this time, Client agrees to waive any such potential or actual conflicts. Further, should the interests of the Society diverge from interests of Client so as to impact the independent professional judgment of Society Attorneys and Special Counsel, the Society Attorneys and Special Counsel, to protect the legal interest(s) of Client, may cease and withdraw from the representation in accordance with applicable canons and rules of professional conduct. Client understands that the potential for a conflict of interests exists, and fully knowing of this potential, requests Society Attorneys and Special Counsel to represent Client in the Matter.
8. **Third Party Payor Disclosures.** Under California Rules of Professional Conduct 1.8.6 an attorney may not accept compensation from one who is not the client without: (1) assuring the arrangement does not interfere with the attorney's independence or professional judgment on behalf of the client or with the attorney-client relationship, (2) providing for protection of client's confidential information and secrets under Business & Professions Code Section 6068(e), (3) providing the client with a written disclosure of the relevant circumstances and the actual and foreseeable adverse consequences arising from the arrangement and (4) obtaining the client's informed written consent. The potential adverse consequences of having a Third Party Payor responsible for payment of attorneys' fees, costs, and expenses is that the Third Party Payor may: (1) attempt to interfere with the attorney-client relationship between the attorney and client, (2) attempt to interfere with the attorney's exercise of independent professional judgment on behalf of the client, or (3) seek access to client confidential information or secrets contrary to the wishes of the client.

Client understands that the ability of the Society and its Special Counsel to provide *pro bono* legal representation is directly connected to the ability of the Society to inform supporters ("Third Party Payors") about the Society's and its Special Counsel's work. Third Party Payors' agreement to pay for attorneys' fees, costs, and expenses do not make Third Party Payors the clients of the Society and its Special Counsel, and the attorney-client relationship exists only between the Society and its Special Counsel and Client. Third Party Payors will

not interfere, and the Society and its Special Counsel will not permit them to interfere, with the attorney-client relationship, or with the Society's and its Special Counsels' exercise of independent professional judgment on behalf of the Client. In furtherance of the independent nature of the attorney-client relationship, Third Party Payors have no right to direct the Society's and its Special Counsels' handling of Client's Matter.

9. **Recovery of Attorney's Fees and Costs Expended.** As a public interest law firm, the donors to the Society generously provide the ability for the Society to advance attorney's fees for the above services, which fees include expenditures for hiring or retaining employed or contracted staff counsel and paralegals and expenditures for any outside co-counsel and paralegals. Client understands and agrees that legal matters also often include out-of-pocket costs ("costs"), such as fees associated with discovery, court reporters, videographers, expert witnesses, photocopying, travel expenses, service of process, witnesses, filing fees, FedEx expenses, and other costs. The Society will advance these costs in connection with this matter. Client is not responsible for payment of any attorneys' fees under this agreement. Payment of any attorneys' fees is contingent upon Attorney's success in this matter and will be paid by the opposing party only.

Notwithstanding the terms of any settlement agreement or any other agreement, or consent decree or any other court ordered recovery, Client agrees that the Society is entitled to be fully compensated for its advanced costs and expended fees first, before any other claimant, including Client, out of any moneys obtained in connection with this Matter, or any other lawsuit filed by Client in response to this Matter. If the total amount of any attorney's fees or costs award(s) recovered by the Society is less than the total amount of costs advanced by the Society plus the attorney's fees actually expended by the Society, the Society shall be owed and entitled to the additional amount of advanced costs and actual attorney's fees expended, which the Society shall be entitled to recover exclusively out of any monetary recovery obtained in connection with this Matter. Client and its other attorneys and agents will fully cooperate with the Society's efforts to recover its advanced costs and expended attorney's fees from any available monetary recovery. In no case where this paragraph applies will the Society seek to recover attorney's fees and advanced costs beyond the sum total amount of all moneys obtained in connection with this Matter, whether those moneys are obtained through: (1) a settlement or consent decree or equivalent, (2) an award of damages, whether compensatory, statutory, punitive or otherwise, attorney's fees, or costs, or (3) other court or administrative or legal process.

At the conclusion of the matter or other appropriate time, if the Matter is of a type that allows for the recovery of attorneys' fees and costs, Client acknowledges and agrees that the Society and its Special Counsel are entitled to and will seek from opposing parties to recover any costs advanced along with: (1) the actual attorney's fees expended, including expenditures for hiring or retaining employed or contracted staff counsel and paralegals or expenditures for any outside counsel and paralegals, (2) any attorney's fee amount allowed under law, or (3) some combination of (1) and (2). Client agrees that the Society and its Special Counsel

may submit their invoices or co-counsel's fee or cost records (with any privileged information redacted to the extent allowed by law or rule) to a court or third party, as appropriate.

Client agrees that any and all attorney's fees or costs awarded by a court or via settlement agreement or consent decree in connection with this Matter belong to the Society and shall be payable directly to the Society, or shall be immediately turned over to Society. Client and Client's agents and attorneys agree to provide cooperation and assistance as may be requested by the Society in connection with the recovery of attorneys' fees and costs and agree not to take any actions that would interfere with or otherwise impede the Society's efforts to recover attorneys' fees and costs advanced on behalf of Client.

**10. Explanation of Monetary Distribution.** As explained below, if there is a monetary recovery, Client's share of the recovery shall be the balance remaining after reimbursement of costs and expenses to the Society and payment of the contingency fee or hourly fees, as the case may be, to Special Counsel. The hourly public interest fee or contingency fee recovered, as the case may be, shall be applied first to reimburse the Society for all attorney's fees that the Society has paid on the case. If there is any attorney's fees balance outstanding after reimbursement of the Society, that outstanding balance shall be distributed to Special Counsel. To secure payment to the Society and its Special Counsel of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants the Society and its Special Counsel a lien on any recovery on Client's claim on any cause of action or lawsuit filed thereon.

(a) **Public Interest Attorneys' Fees.** Under various California and federal statutes, the government may be liable to pay hourly attorneys' fees in a lawsuit that successfully vindicates constitutional rights or the public interest. In such a situation, Client and the Society is aware that, as part of any settlement or final resolution, Special Counsel will seek to recover market rates from the opposing party or parties—via either a motion for attorneys' fees or a negotiated settlement.

Special Counsel will seek to recover the prevailing market rates for attorneys of their qualifications and caliber, which may be higher than their regular hourly rates. For example, for work performed in 2022, Special Counsel recovered the following market rates: \$1,140-\$1,260 for partners, \$875-\$1,065 per hour for senior associates, and \$575-\$700 per hour for other associates. Those funds will be paid by the opposing party or parties to reimburse Attorney for the discounted rates. Any attorneys' fees recovered will be paid to the Society and its Special Counsel, not Client.

(b) **Contingency Attorneys' Fees.** In the event that this matter is resolved by way of settlement or judgment without any specific award for attorneys' fees, Client agrees that the following fee arrangement is fair and reasonable, and agrees to pay Special Counsel the following contingency fee:

- If this matter is settled prior to filing litigation, an amount equal to thirty-three and one-third percent (33 1/3%) of the gross recovery obtained.
- If the matter proceeds to filing of litigation, an amount equal to forty percent (40%) of the gross recovery obtained, whether by way of settlement, judgment or compromise.

(c) **Reconciliation of (a) & (b).** In the event that this matter is resolved by way of settlement or judgment and a specific award of attorneys' fees and/or costs is granted to Client by a court or arbitrator, Client agrees to pay Special Counsel the greater amount of either (i) the attorney's fees award that is granted to the Client by the court or arbitrator under subdivision (a); or (ii) the above specified contingency fee (33 1/3% pre-litigation and 40% after filing litigation) calculated on the gross recovery including the specific award for attorney's fees and costs. For example:

- If the case resolves by settlement or judgment with solely an injunctive order and no monetary payment, then the Society and its Special Counsel will seek payment of their fees from the opposing party and all such fees will be paid directly to the Society and its Special Counsel.
- If the case resolves by settlement or judgment of \$100,000 after filing litigation and there is no specific attorneys' fee award, Special Counsel will be entitled to a 40% contingency fee of \$40,000.
- If the case resolves by settlement or judgment for \$100,000 after filing of litigation and there is a \$50,000 attorney's fees award, the sum of \$50,000 is added to the settlement amount of \$100,000 for a total gross recovery of \$150,000; Special Counsel will be entitled to a 40% contingency fee of \$60,000 based on the gross sum of \$150,000.
- If the case resolves by settlement or judgment for \$100,000 and there is a \$200,000 award of attorney's fees, Special Counsel will be entitled to a fee of \$200,000.

In any situation, the fees will be paid only by the defendant(s) and not by the Client.

(d) **Costs and Expenses as Affecting Contingency Fee:** Costs and expenses paid in connection with Client's claim, discussed in section 9 above, shall be reimbursed to the Society and its Special Counsel after the contingency fee is computed, if applicable. For example:

- If the claim is settled for \$100,000, after filing litigation, and the Society has advanced \$1,000 for litigation costs and \$30,000 for fees, the gross recovery is still \$100,000; a \$40,000 fee plus \$1,000 costs are deducted from the \$100,000; with the \$59,000 balance being payable to Client, a \$31,000 reimbursement being payable to the Society, and \$10,000 additional fee being payable to Special Counsel.

- If the claim is settled for \$100,000, after filing litigation, and the Society has advanced \$1,000 for litigation costs and \$50,000 for fees, the gross recovery is still \$100,000; however, because the fees expended by the Society is greater than the Special Counsel contingency fee of \$40,000, the actual fees expended of \$50,000 plus \$1,000 costs are deducted from the \$100,000; with the \$49,000 balance being payable to Client, a \$51,000 reimbursement being payable to the Society, and no additional fee payable to Special Counsel.
- If the claim is settled for \$100,000, after filing litigation and the Society has advanced \$1,000 for litigation costs and \$55,000 for fees, and \$50,000 of attorney's fees and \$1,000 of costs are awarded to Client, the gross recovery is \$151,000; a 40% fee of \$60,400 plus \$1,000 of costs are deducted from \$151,000 with \$89,600 payable to Client, a \$56,000 reimbursement payable to the Society, and \$4,400 additional fee being payable to Special Counsel.
- If the contingency fee does not apply, then costs are deducted from the settlement or judgment amount. (For example, if the claim is settled for \$100,000 after litigation is filed and the Society has extended \$1,000 for litigation costs and \$100,000 for fees, and \$200,000 of attorney's fees and \$1,000 of cost are awarded to the Client, the attorney fee is \$200,000 and costs are deducted from the remaining balance of \$101,000, so that the Client would receive \$100,000, the Society would receive a reimbursement of \$101,000, and Special Counsel would receive an additional fee of \$100,000.)

11. **Communication with Non-Affiliated and Outside Attorneys.** At times, other attorneys who are not Society Attorneys or Society-retained co-counsel may communicate with, or seek to communicate with, Client about the Matter. Client agrees to immediately notify the Society if any other attorney seeks to or does communicate with Client about the Matter. The rules of ethics generally prevent outside attorneys from speaking to a represented party. As well, while Client is always free to seek outside legal advice or additional or alternate representation, Client understands that such a situation may pose a significant risk of Society Attorneys doing double work, or working at cross purposes to these outside attorneys, to the possible detriment of Client and to the detriment of the Society, including in the potential waste of its charitable resources dedicated to representing Client.

12. **Length of Representation.** The Society and its Special Counsel are available to serve as Client's legal counsel in the matters set forth above, as long as the parties mutually agree. The Society and its Special Counsel will notify the Client of any problems or concerns with the relationship, and the Society and its Special Counsel appreciates Client doing the same. For example, the Society and its Special Counsel may seek to terminate the representation if Client fails to honor the terms of this Agreement, fails to cooperate or to follow Society Attorney and Special Counsel advice on a matter the Society and its Special Counsel deem material, fails to be candid and truthful with Society Attorneys and Special Counsel or with a



court or tribunal, or upon the occurrence of any other circumstance which in the Society Attorneys' and Special Counsels' reasonable judgment would render continued a relationship with Client unlawful or unethical or which would otherwise authorize such termination, subject to the applicable rules of professional conduct. Regardless, either party may end the representation at any time, for any reason, by notifying the other party via electronic or physical written communication to the party's last known address(es). In some cases, the Society and its Special Counsel may need to be granted leave of court to withdraw from representation. If the Society and its Special Counsel are denied leave to withdraw, the Society at its option may cease advancing any further attorneys' fees and costs for the representation. If the Society exercises its option, Client shall be liable from that time forward for any further reasonable attorneys' fees and costs relating to the representation. Notwithstanding termination of the representation, Client and its attorneys and agents remain bound and obligated to the relevant terms of this Agreement, including the paragraphs relating to recovery of advanced costs and expended attorney's fees by the Society.

13. **Duties of Class Representatives.** The Society and its Special Counsel shall undertake and use their best efforts to obtain certification of a class of similarly situated persons or entities in an action to be filed by Attorneys on behalf of Client. In line with this, Client agrees to serve as a Class representative in this action. Class representatives shall always seek to put the interests of the class on equal footing with their own interests. The duties of a Class representative include, but are not limited to:
- (a) A class representative represents the interests of all members of the class.
  - (b) A class representative adequately represents the interests of the other class members by reasonably cooperating with counsel in prosecuting the case and staying reasonably informed of key developments in the case.
  - (c) A class representative always considers the interests of the class just as the class representative would consider its own interests.
  - (d) A class representative participates actively in the lawsuit with the assistance of counsel, such as by testifying at deposition and trial, answering written discovery requests, and by keeping aware of the status and progress of the lawsuit.
  - (e) A class representative recognizes and accepts that any class resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be structured in the best interest of the class as a whole.
  - (f) A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, the class representative should be interested in the progress of the lawsuit and must make every effort to provide its lawyers all relevant facts of which the class representative is aware.

(g) A class representative volunteers to represent others with similar claims because, among other reasons, the class representative believes that the class action procedure is an important tool to assure compliance with the law.

In the event that the action is certified as a class action, Client will retain the right, as a class member, to approve, oppose, or comment upon any proposed settlement of all or part of the class action, and to approve, oppose, or comment upon any application for reimbursement of costs and award of attorneys' fees made therein by Attorneys.

14. **Damages or Costs Against Client.** Client understands that the Society, Society Attorneys and staff, and Special Counsel will not be responsible for any damages, costs, restitution, attorney fees or expenses a court may award against Client, or that Client pays or agrees to pay as part of a consent decree or settlement or other resolution of the Matter.
15. **Client Files.** The Society and its Special Counsel may maintain one or more client files for the Matter for administrative purposes. These files will be kept electronically, except where impracticable, and will be provided on request to the Client. After the conclusion of the Matter or the Representation, the Society and its Special Counsel may in their discretion, subject to applicable rules or laws, return, retain, or discard any remaining client files.
16. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, that holding shall not invalidate or render unenforceable any other provision of this Agreement.
17. **Arbitration.** Any dispute arising between or among the Society, its Special Counsel, and Client as to fees, costs, or expenses in this matter shall be arbitrated by the San Diego County Bar Association pursuant to the provisions of the California Business & Professions Code Sections 6200-6206. Any other dispute arising under this Agreement or in connection with the Society's and its Special Counsel's services hereunder shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Client acknowledges that by agreeing to arbitration, Client waives the right to submit the dispute to a jury or court trial, and that it has been advised, and has had the opportunity, to discuss this provision with its own separate counsel, and it knowingly agrees to this waiver. The prevailing party in any proceeding to enforce any provision of this Agreement shall be awarded reasonable attorneys' fees, costs, and expenses incurred in that proceeding.
18. **Acknowledgement:** Please acknowledge your agreement with, and approval and confirmation of these arrangements by executing and dating this letter and returning the executed and dated copy of the letter to me via email. Specifically, Client acknowledges that the Society and its Special Counsel may accept compensation from Third Party Payors to

provide legal services to Client under the terms and conditions of this Agreement, and Client acknowledges its duties as a prospective Class Representative.

I hereby approve and agree to each of the terms and conditions set forth above, and acknowledge receipt of a copy of this letter agreement.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

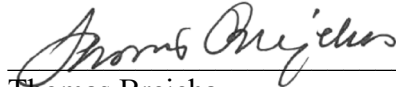
Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Names of any other Authorized Client Representatives and contact information:

\_\_\_\_\_

Accepted by the Thomas More Society, through its representative:

  
\_\_\_\_\_  
Thomas Brejcha

Date: June 4, 2024

Accepted by LiMandri & Jonna LLP, acting as Special Counsel to the Thomas More Society, through its representative:

  
\_\_\_\_\_  
Paul M. Jonna

Date: June 4, 2024