



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: April 18, 2018

Purpose: [] Presentation/Report [] Recognition [] Discussion/ Possible Action
[] Work Session [] Recognition [] Discussion Only [x] Consent

From: Scott Laleman, Director of Technology

Item Title: Approval to renew the contract with Gina Spade d.b.a. Broadband Legal Strategies

Description:

The renewal of this contract is for professional legal services from Gina Spade d.b.a. Broadband Legal Strategies for assistance with the resolution of E-rate matters. These services include the efforts to appeal the E-rate funding commitment adjustment issued by USAC for funding year 2005 by reviewing E-rate documentation such as E-rate consultant reports, emails, contracts, audit files, etc. as well as discussing, drafting and finalizing USAC and FCC appeals for the recovery of E-Rate funds.

Recommendation:

Approve the renewal of the contract with Gina Spade d.b.a. Broadband Legal Strategies for assistance with the resolution of E-rate matters for 2017-2018. The cost for the year is \$40,827.50.

District Goal/Strategy:

Strategy 2 We will develop a strong support system offering opportunities across the curriculum to create an innovative school experience, teaching students to value their education and motivate them to achieve excellence.

Funding Budget Code and Amount:

CFO Approval

199 53 6299 00 929 899 000

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

Handwritten signatures and dates: 4-3-18, 4/13/18



1629 K STREET, N.W. SUITE 300
WASHINGTON, DC 20006

March 29, 2018

South San Antonio ISD
5622 Ray Ellison
San Antonio, TX 78242

Re: Professional Legal Services

Dear South San Antonio ISD,

Thank you for considering Broadband Legal Strategies (the "Firm") for legal services. This letter and the accompanying General Terms of Representation are intended to formalize the Firm's retention, if you so desire, as required by applicable legal Rules of Professional Conduct.

Scope of Work. The legal services to be provided to South San Antonio ISD (the "Client") include efforts to appeal the E-rate funding commitment adjustment issued by the Universal Service Administrative Company (USAC) for funding year 2005, and/or settle any subsequent recovery of funding sought by USAC or the Federal Communications Commission. Specifically, the scope of the work would include:

- Research of FCC precedent and other law as relevant to the denial;
- Review of the relevant previous documentation;
- Analysis and strategy regarding the appeal, the appropriate arguments, and filing requirements;
- Strategies for achieving a decision in a time period desired by the Client;
- Drafting of the appeal(s);
- Follow-up communications on status, as necessary or desired; and
- Other legal services, as mutually agreed to by the parties.

The engagement will not include development, review or advice concerning requests for proposals (RFPs) or FCC Forms 470 developed or otherwise prepared by the Client for E-rate services.

Fees. You will be billed monthly for actual hours worked at the rate of \$425 an hour for partner-level attorney work and \$150 an hour for my paralegal. As described below in the General Terms of Representation, the fee will be billed on an hourly basis for actual work performed in six-minute increments. I do not require a retainer unless bills are not timely paid. In addition, any other expenses will be billed at actual cost, as described in the General Terms of Representation. The Firm will email its billing statements to you unless you advise the Firm that you would prefer to receive the statements by mail.

I look forward to the opportunity to work with you. Please let me know if you have any questions or would like to discuss further, or please sign and return this letter to the Firm at your convenience.

Sincerely,



Gina Spade

Enclosure

AGREED AND APPROVED BY

South San Antonio ISD

Signed 

Name Scott R. Laleman

Title Director of Technology

Date 7/24/2017

GENERAL TERMS OF REPRESENTATION

Broadband Legal Strategies (the "Firm") provides legal services to South San Antonio ISD (the "Client") in connection with the matter referred to in the Firm's letter of June 29, 2017, (the "Transmittal Letter") on the basis described in that letter and on the following terms and conditions:

1. Staffing

Gina Spade, Principal of the Firm, with the assistance, as required, of additional staff (employed or independent contractor) will staff the Client's matters. Staffing needs, of course, may change over time; the Firm will make adjustments to staffing assignments in accordance with those needs.

2. Basis of the Firm's Charges

You will be billed monthly for actual hours worked at the rate of \$425 an hour for partner-level attorney work and \$150 an hour for paralegal-level work. The fee will be billed on an hourly basis for actual work performed in six-minute increments. I do not require a retainer unless bills are not timely paid. In addition, any other expenses will be billed at actual cost, as described in the General Terms of Representation.

3. Retainer

The Firm will waive the Firm's standard practice and not require a retainer for this matter. The Firm reserves the right, however, to require a retainer in the future if payments are not timely made or in other appropriate circumstances. The Firm understands that the Client consents to the Firm's depositing this fee in the Firm's operating account rather than in a trust account, recognizing that in so doing the Firm will be free to make immediate use of the fee (whereas placement of the fee in a trust account could limit the Firm's use of the fee).

4. Payment of Fees and Other Charges

The Firm will bill the Client for legal services and other charges (other charges being billed in accordance with the attached schedule), and will provide the Client with a detailed description of those services and charges. Payment will be due within 30 days of the date of the Firm's statement. The Firm may charge 1.5% interest on amounts which are overdue for more than 30 days. If bills are not paid on a timely basis, the Firm has the right to cease work and withdraw from the representation in accordance with applicable Rules of Professional Conduct. If collection efforts are required, the Firm shall be entitled to recover from the Client all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and expert witness fees, the Firm's normal practice is to forward such statements directly to the Client for payment or to require direct payment by credit card by the Client. The Firm's fees are determined net of any

withholdings, deductions or payments that the Client or the Firm may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of “value added taxes,” sales taxes, or taxes imposed upon gross receipts that the Firm might be required to pay (but excluding taxes payable by the Firm with respect to the Firm’s net income by reason of the Firm’s having an office in the jurisdiction imposing the tax). If the Client or the Firm are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on the Firm’s net income described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, the Firm receives and retains a net sum equal to the amount of the bill.

5. Conflicts and Confidential Information

To prevent any future misunderstanding and to preserve the Firm’s ability to represent the Client and its other clients, the Firm confirms the following understanding about certain conflicts of interest issues:

- a) Unless the Firm has the Client’s specific agreement that the Firm may do so, the Firm will not represent another client in a matter which is substantially related to a matter in which the Firm represents the Client and in which the other client is adverse to the Client. The Firm understands the term “matter” to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, the Client acknowledges that the Firm will be free to represent any other client either generally or in any matter in which the Client may have an interest.
- c) The effect of subparagraph (b) above is that the Firm may represent another client on any issue or matter in which the Client might have an interest, including, but not limited to:
 - (i) Agreements; appeals; comments; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy, receivership or insolvency (including, without limitation, representation of a debtor, secured creditor, unsecured creditor, potential or actual acquirer, contract party or other party-in-interest in a case under the federal bankruptcy code or state insolvency laws or in a non-judicial debt restructuring, in which the Client is a debtor, creditor, contract party, potential or actual acquirer or other party-in-interest); copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities as to these matters and others;

- (ii) Representation of the Debtor or other party in a Chapter 11 case under the Federal Bankruptcy Code in which the Client is a creditor, debtor or otherwise have an interest in the case;
- (iii) Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and
- (iv) Litigation matters brought by or against the Client as long as such matters are not the same as or substantially related to matters in which the Firm is, or has been, representing the Client.

If at a later time the Client withdraws or modifies this advance waiver in any material respect, the Client agrees that at such time the Firm shall have the right to withdraw from the Firm's representation of the Client pursuant to this agreement.

- d) The Firm does not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, the Firm is obligated to and shall preserve the confidentiality of any confidential information the Client provides to the Firm. In this connection, the Firm may obtain nonpublic personal information about the Client in the course of the Firm's representation. The Firm restricts access to the Client's nonpublic personal information to Firm personnel and contractors who need to know that information in connection with the Firm's representation and, as appropriate, third parties assisting in that representation. The Firm maintains appropriate physical, electronic, and procedural safeguards to protect the Client's nonpublic personal information. The Firm does not disclose nonpublic personal information about the Firm's clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.
- e) The Firm will not disclose to the Client or use on the Client's behalf any documents or information with respect to which the Firm owes a duty of confidentiality to another client or person.
- f) The fact the Firm may have the Client's documents and/or information, which may be relevant to another matter in which the Firm is representing another client, will not prevent the Firm from representing that other client in that matter without any further consent from the Client.
- g) The Firm's professional obligations require the Firm to perform a conflicts check and not to commence work on a matter if the Firm finds conflicts of interest that would preclude the Firm from doing so. The Firm's

professional obligations to the Client and to the Firm's other clients will require the Firm to conduct a new conflicts check if there is any change in the parties to the matter or any material change in its nature. The Firm must also conduct a new conflicts check before undertaking any new matters for the Client.

- h) From time to time, the Firm includes client identities in marketing materials. These materials may include: print and online descriptions of the Firm's services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. The Client gives its permission for the Firm to use the Client's name and a brief description of the work the Firm does for the Client in these materials, provided that no confidential information about the Client or the Firm's work for the Client is revealed.

6. Client Identification

You agree that the person or entity identified as engaging the Firm in the Transmittal Letter is the Firm's Client for the specific matters on which the Firm is engaged, and that the Firm shall not be deemed to represent any of its parents, subsidiaries, clients, or other affiliates unless the Firm expressly agrees in writing to do so. Further, the Firm's representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between the Firm and any such related person or entity. The attorney-client privilege is solely between the Client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

7. Disclosure Issues

a. Lobbying Disclosure Act of 1995

Please note that, under certain circumstances, lawyers who lobby officials of the executive or legislative branches or federal agencies must publicly disclose such activities under the Lobbying Disclosure Act of 1995. If the Firm's activities on the Client's behalf trigger the Act's registration and reporting requirements, the Firm will have to file reports, which will be made available to the public, disclosing the Firm's representation of the Client, the general nature of the Firm's "lobbying" activities on the Client's behalf, and the Firm's income from such activities. The Firm will bill the Client for any time spent complying with the Act's requirements in connection with matters handled for the Client.

b. Foreign Agents Registration Act

Under certain circumstances, lawyers who represent non-U.S. clients with respect to certain matters, including political activities, public relations, and advocacy before any agency or official of the U.S. government, must publicly disclose such activities under the Foreign Agents Registration Act. If the Firm's activities on the Client's behalf trigger the Act's registration and reporting requirements, the Firm will have to file reports, which will be made available to the public, disclosing the Firm's representation of the Client, the general nature of the Firm's activities on the Client's behalf, and the Firm's income from such activities. The Firm will bill the Client for any time spent complying with the Act's requirements in connection with matters handled for the Client.

c. Tax Shelter Regulations

Internal Revenue Service ("IRS") regulations require certain "material advisors" who make "tax statements" in the course of their work to maintain lists containing specified information and to disclose such information to the IRS upon request. The lists generally identify participants in a transaction, describe their anticipated tax benefits, and must include certain supporting documentation. Although targeted at "potentially abusive tax shelters," these regulations encompass "any transaction that has the potential for tax avoidance or evasion." Many of the commercial and other matters that the Firm handles involve incidental tax issues that may bring them within this definition, even if the Firm is not acting as the client's tax adviser with respect to the matter. If the Firm's activities on the Client's behalf trigger these record keeping or disclosure obligations, the Firm will be required to comply with the applicable law. The Firm will bill the Client for any time spent doing so in connection with any matters that the Firm handles for the Client. If the Client has any questions about these regulations, the Client should consult with the Client's regular tax adviser.

d. Compliance with Audit Requests, Subpoenas, Legal Process and Other Requests or Demands for Information

From time to time the Firm may be required to respond to other requests for information or documents about the Client or the Firm's work for the Client. Such requests may come from the Client or the Client's auditors. They may also come from third parties through a subpoena or other legal process to which the Firm is required to respond. The Firm will bill the Client for any time spent or costs incurred responding to such requests or demands in connection with any matters the Firm handles for the Client. In the event the Firm considers it necessary to engage counsel in connection with any such third-party inquiries, those expenses will be reimbursable costs under this engagement. The Firm will consult with the Client before engaging counsel.

8. Scope of Services

The legal services to be provided to South San Antonio ISD (the "Client") include efforts to appeal the E-rate funding commitment adjustment issued by the Universal Service Administrative Company (USAC) for funding year 2005, and/or settle any subsequent recovery sought by USAC or the Federal Communications Commission. Specifically, the scope of the work would include:

- Research of FCC precedent and other law as relevant to the denial;
- Review of the relevant previous documentation;
- Analysis and strategy regarding the appeal, the appropriate arguments, and filing requirements;
- Strategies for achieving a decision in a time period desired by the Client;
- Drafting of the appeal(s);
- Follow-up communications on status, as necessary or desired; and
- Other efforts, as mutually agreed to by the parties.

The engagement will not include development, review or advice concerning requests for proposals (RFPs) or FCC Forms 470 developed or otherwise prepared by the Client for E-rate services.

The Firm's acceptance of this engagement does not involve an undertaking to represent the Client or the Client's interests in any matter other than that which is described above within this provision. In particular, unless specifically made a part of this engagement, the Firm's engagement does not include responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which the Firm is representing the Client, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

9. Client Files; Retention

During the course of this engagement, the Firm shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in the Firm's judgment should be so maintained (the "Client File"). The Client File shall be the Client's property. If the Client wishes any documents the Firm maintains in the Client File to be returned to the Client, the Firm shall do so upon the Client's request, although the Firm shall be entitled to make copies of any such documents at the Firm's expense. Further, any expenses the Firm incurs in returning the Client File to the Client (other than costs incurred in making copies for the Firm) shall be billed to and paid by the Client, including without limitation any costs incurred in converting electronic documents to hard copy documents if the Client requests such conversion. If the Client does not request return of the Client File, the Firm shall maintain the documents in it for a period of seven (7) years from their creation, and thereafter may destroy the subject documents without further communication with the Client.

10. Arbitration of Disputes

The parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules shall govern the arbitration, the American Arbitration Association shall be the appointing authority, and the number of arbitrators shall be one.

11. Application of these Terms

The Transmittal Letter, this statement of general terms of representation, and the accompanying schedule of other charges will govern the Firm's relationship with the Client upon the Firm's retention even if the Client does not sign and return a copy of the Transmittal Letter. If the "Client" includes more than one person or entity, their obligations hereunder are joint and several. In the event that the Firm agrees to undertake additional matters, any such additional

representations will be governed by the terms and conditions of this agreement unless the Firm and the Client mutually agree otherwise in writing. The Firm's representation will be deemed concluded at the time that the Firm has rendered the Firm's final bill for services on this or any other matter undertaken for the Client. If the Client retains the Firm as agent for a third party, the Client confirms that the Client has authority to retain the Firm on the terms and conditions set forth herein. If the Client disagrees with any of these terms and conditions, please advise the Firm immediately by return correspondence so that the Firm can resolve any differences at the outset of this engagement and proceed with a clear, complete, and consistent understanding of the Firm's relationship. This letter agreement supersedes any prior agreement with the Client with respect to the Firm's engagement to provide professional services to the Client, with the exception of any consent or waiver that the Client previously provided in relation to other engagements of the Firm. The terms and conditions of this letter may be modified or amended only by written agreement signed by the Firm and by an authorized representative of the Client, and neither party may bind the other party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other party.

STANDARD SCHEDULE OF OTHER CHARGES

Other charges incurred in connection with this representation will be billed on the following basis until further notice: in-house photocopying and printing at \$.20/page for black and white copies and \$.75/page for color copies. The following items are billed at actual cost: computerized research, express delivery services, postage, outside messengers, outside photocopies, transcripts, and all additional charges.

Broadband Legal Strategies

INVOICE

1118 Rankin Drive
Lawrence, KS 66049

Invoice # 164
Date: 10/16/2017
Due On: 11/15/2017

South San Antonio ISD
Attn: Scott Laleman
5622 Ray Ellison
San Antonio, TX 78242

00047-South San Antonio ISD

Assist with E-Rate matter(s)

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|--|----------|----------|------------|
| Service | 07/24/2017 | Review K&S background report and documentation (GS). Research on federal statutes of limitations on recovery of funds; call to discuss appeal drafting (CS). | 1.90 | \$425.00 | \$807.50 |
| Service | 07/25/2017 | Review background documentation for USAC appeal (CS). | 1.50 | \$425.00 | \$637.50 |
| Service | 07/26/2017 | Prepare for and attend call w/ S. Laleman and K&S on background of appeal (GS) | 1.10 | \$425.00 | \$467.50 |
| Service | 07/26/2017 | Call with SSA & K&S to discuss appeal; call with Gina re same; review background documentation (CS). | 2.50 | \$425.00 | \$1,062.50 |
| Service | 07/28/2017 | Draft email to K&S re: needed documentation (GS). Draft Draft USAC appeal. (CS) | 2.80 | \$425.00 | \$1,190.00 |
| Service | 07/31/2017 | Draft due process section of appeal. | 2.50 | \$425.00 | \$1,062.50 |
| Service | 08/01/2017 | Draft USAC appeal; research due process issues; discussion re: appeal and research (CS). | 2.10 | \$425.00 | \$892.50 |
| Service | 08/03/2017 | Draft USAC appeal (CS). | 2.00 | \$425.00 | \$850.00 |
| Service | 08/04/2017 | Draft USAC appeal (CS). | 1.80 | \$425.00 | \$765.00 |
| Service | 08/05/2017 | Draft USAC appeal (CS). | 4.30 | \$425.00 | \$1,827.50 |
| Service | 08/08/2017 | Review emails from J. Kellogg re: state master contract; draft response re: same. | 0.30 | \$425.00 | \$127.50 |
| Service | 08/08/2017 | Review client documents from Kellogg and Sovereign. | 1.00 | \$150.00 | \$150.00 |
| Service | 08/09/2017 | Review appeal outline and draft; discuss arguments with C. Simpson (GS); draft USAC appeal, discuss w/ G. Spade (CS). | 3.80 | \$425.00 | \$1,615.00 |

| | | | | | |
|---------|------------|--|------|--------------|--------------------|
| Service | 08/10/2017 | Call w/ law clerk re: research for due process and statute of limitations section (GS); perform research relating to statute of limitations, incorporate research into draft (CS). | 3.10 | \$425.00 | \$1,317.50 |
| Service | 08/11/2017 | Draft USAC appeal (CS). | 2.50 | \$425.00 | \$1,062.50 |
| Service | 08/12/2017 | Review documentation and revise appeal. | 0.50 | \$425.00 | \$212.50 |
| Service | 08/13/2017 | Review documentation and revise appeal. | 6.20 | \$425.00 | \$2,635.00 |
| Service | 08/14/2017 | Call w/ C. Simpson re: audit letter, state master contract, 28-day issue and other revisions to the draft; call w/ S. Laleman re: appeal strategies and issues (GS); Draft USAC appeal, incorporating additional information from client and additional research regarding applicable statute of limitations; draft emails to law clerk re same; call with G. Spade re: same (CS). | 5.10 | \$425.00 | \$2,167.50 |
| Service | 08/14/2017 | Research to locate appeals of the 28-day rule. | 2.30 | \$150.00 | \$345.00 |
| Service | 08/15/2017 | Revise USAC appeal; review exhibits; call w/ D. Sovereign; draft email with draft appeal to S. Laleman. | 4.20 | \$425.00 | \$1,785.00 |
| Service | 08/15/2017 | Organize Exhibits for Appeal. | 2.00 | \$150.00 | \$300.00 |
| Service | 08/16/2017 | Revise USAC appeal and prepare final version for filing. | 3.80 | \$425.00 | \$1,615.00 |
| Service | 08/16/2017 | Revise Exhibits for Appeal. | 1.80 | \$150.00 | \$270.00 |
| Service | 08/22/2017 | Call w/ B. Castillo; call w/ C. Simpson re: additional statutory research. | 0.90 | \$425.00 | \$382.50 |
| Service | 08/25/2017 | Call w/ S. Laleman re: HR discussion. | 0.30 | \$425.00 | \$127.50 |
| Service | 08/29/2017 | Research Sandwich Isles and Lakehills orders. | 1.50 | \$150.00 | \$225.00 |
| | | | | Total | \$23,900.00 |

Detailed Statement of Account

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due | |
|----------------|------------|-------------|-------------------|---------------------------------|--------------------|
| 164 | 11/15/2017 | \$23,900.00 | \$0.00 | \$23,900.00 | |
| | | | | Outstanding Balance | \$23,900.00 |
| | | | | Total Amount Outstanding | \$23,900.00 |

Please make all amounts payable to: Broadband Legal Strategies

Please pay within 30 days.

Broadband Legal Strategies

INVOICE

1118 Rankin Drive
Lawrence, KS 66049

Invoice # 177
Date: 12/14/2017
Due On: 01/13/2018

South San Antonio ISD
Attn: Scott Laleman
5622 Ray Ellison
San Antonio, TX 78242

00047-South San Antonio ISD

Assist with E-Rate matter(s)

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|---|----------|----------|------------|
| Service | 09/05/2017 | Locate NYC disbursements 2002-2008. | 3.00 | \$150.00 | \$450.00 |
| Service | 09/06/2017 | Draft email re: USAC appeal denial. | 0.20 | \$425.00 | \$85.00 |
| Service | 09/06/2017 | Locate FCDL comment information for NYC disbursements 2002-2008 | 1.00 | \$150.00 | \$150.00 |
| Service | 09/07/2017 | Locate service provider and service type for NYC disbursements 2002-2008. | 0.50 | \$150.00 | \$75.00 |
| Service | 09/22/2017 | Review USAC documents to determine relevancy. | 1.90 | \$150.00 | \$285.00 |
| Service | 09/26/2017 | Draft email to S. Laleman re: statute of limitations and documentation. | 0.20 | \$425.00 | \$85.00 |
| Service | 10/01/2017 | Review background materials and begin draft of FCC appeal. | 3.50 | \$425.00 | \$1,487.50 |
| Service | 10/08/2017 | Review federal statute of limitations caselaw and conduct additional research. | 4.50 | \$425.00 | \$1,912.50 |
| Service | 10/11/2017 | Draft FCC appeal; review "bad employee" arguments and consider whether to incorporate into draft. | 1.80 | \$425.00 | \$765.00 |
| Service | 10/12/2017 | Review additional documents from USAC. | 2.00 | \$150.00 | \$300.00 |
| Service | 10/18/2017 | Draft FCC appeal and send to G. Spade for review. | 2.80 | \$425.00 | \$1,190.00 |
| Service | 10/19/2017 | Review and revise FCC appeal. | 2.70 | \$425.00 | \$1,147.50 |
| Service | 10/20/2017 | Prepare exhibits for appeal to FCC. | 2.70 | \$150.00 | \$405.00 |
| Service | 10/20/2017 | Review and incorporate G. Spade edits into FCC appeal draft. (CS) | 2.30 | \$425.00 | \$977.50 |
| Service | 10/23/2017 | Review and revise draft FCC appeal; discuss revisions w/ C. Simpson. | 2.00 | \$425.00 | \$850.00 |

| | | | | | |
|---------|------------|---|------|----------|------------|
| Service | 10/24/2017 | Call w/ C. Simpson re: additional arguments on Debt Collection Improvement Act case law, discussion on citations for mistakes in E-rate program, and audit background history. | 1.10 | \$425.00 | \$467.50 |
| Service | 10/24/2017 | Call with G. Spade re FCC appeal; revise draft and fill in footnotes. | 2.30 | \$425.00 | \$977.50 |
| Service | 10/25/2017 | Review numerous USAC second round documents; review statute and CFR for citations; review audit files from K&S (more than 100 files); review and revise draft appeal; call w/ S. Laleman re: strategy re: Ms. Soto's mistakes (GS). | 4.20 | \$425.00 | \$1,785.00 |
| Service | 10/25/2017 | Work on appeal exhibits. | 2.00 | \$150.00 | \$300.00 |
| Service | 10/25/2017 | Proofread FCC appeal and complete footnotes; call with G. Spade re same (CS). | 1.50 | \$425.00 | \$637.50 |
| Service | 10/26/2017 | Review audit files from K&S from 2009 audits; review and revise draft appeal; review and revise exhibits; call w/ C. Simpson re: revisions to the statute of limitations section; call w/ D. Sovereign re: audit files and Olivares invoices. | 5.40 | \$425.00 | \$2,295.00 |
| Service | 10/26/2017 | Work on appeal exhibits & file appeal with FCC. | 2.00 | \$150.00 | \$300.00 |

Total \$16,927.50

Detailed Statement of Account

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|-------------|----------------------------|--------------------|
| 177 | 01/13/2018 | \$16,927.50 | \$0.00 | \$16,927.50 |
| | | | Outstanding Balance | \$16,927.50 |

Please make all amounts payable to: Broadband Legal Strategies

Please remit payments within 30 days.