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March 7, 2022

Diane Prins Sheldahl  
Board Member  
Los Angeles Leadership Academy

Dear Ms. Sheldahl,

This letter is to set out our agreement regarding the Los Angeles Leadership Academy (hereinafter "LALA") retaining the Oppenheimer Investigations Group ("OIG") to conduct a workplace investigation. Please review it, sign it, and return a copy to me. If you have questions or concerns, please don't hesitate to contact me.

OIG is being retained to do an impartial investigation of a retaliation complaint brought by Sonia Del Pino against Arina Goldring and Tina Butler. We will not render a legal determination whether there was harassment under the FEHA or a violation of any other law or statute. We will stay within this scope unless authorized to expand the scope of the investigation. The purpose of the investigation is to facilitate the rendering of legal advice.

We will interview witnesses, collect and review pertinent information, and report to you on that information. In the report we will tell you what we believe happened, and the basis for that conclusion. We are not guaranteeing any particular result and we will reach our findings based on an impartial and professional evaluation of the evidence.

This agreement creates an attorney-client relationship between LALA and OIG. As attorneys, we will use our employment law and investigation expertise to assist you in determining the issues to be investigated and to conduct impartial fact-finding. It is understood that this investigation will be subject to the attorney-client privilege until and unless you waive that privilege, and/or a court determines that some or all of the investigation is not subject to the privilege.

It is understood that our legal advice is the performance of the investigation itself and decisions made relating to that, such as whom to interview, what documents to review and how to analyze our findings. Your inside or outside counsel is solely responsible for providing legal advice related to matters other than the investigation itself, including the admonitions, if any, to be given to employees (or other witnesses) who are interviewed concerning confidentiality, the consequences of employee failure to cooperate in the investigation, the accessing of electronic and other data, document retention, litigation holds, appropriate interim employment measures pending investigation, what action to take as a result of the findings of the investigation, whether the investigation is privileged or non-privileged, steps to take to preserve evidence uncovered during the investigation, the consequences of revealing the report to third parties, the legal implications and actions LALA should take based on the results of the investigations, how to advise employees regarding keeping the investigation confidential, compliance with the federal Fair Credit Reporting Act (FCRA), including, without limitation, FCRA sections 603(d)(2)(D) and 603(y)(I) [15 U.S.C. §§ 1681a(d)(2)(D) and 1681 a(y)], and compliance with the California Investigative Consumer Reporting Agencies Act (ICRAA), California Civil Code §1786 et seq. With respect to these statutes, LALA states that it has made and will make any required disclosures to employee(s) and that the investigation is for employment-related purposes. (If this should change, you agree to notify us.)



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Ashlyn Clark will be the lead investigator in this matter, working under a partner's supervision. We bill for all time expended on the matter, including time spent reviewing documents, interviewing witnesses, meeting with representatives and employees or previous employees of LALA, drafting a report, phone calls, travel time, etc. Ashlyn Clark's rate is \$315/hour. Our supervision/substantive edit rate is \$445/hour. Writer/editor time is billed at \$195/hour. Intern time is billed at \$125/hour.

In the event any person involved in this matter pursues further remedies, or if we must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of the services performed for LALA, LALA will pay fees at the current hourly rate of the attorney involved for any time spent responding to the subpoena or discovery, or acting as a witness in deposition, court, administrative, or other proceedings, irrespective of who may call us as a witness, including preparation time. LALA will also represent us in the proceedings or provide us with an attorney of our choice.

You agree to be truthful with us, to cooperate, to keep us informed of any information or developments which may come to your attention, to abide by the terms of this agreement, to pay our bills on time and to assist us by providing information and documents necessary for the investigation. You agree to make available the witnesses and documents requested by the lead investigator to permit the investigator to perform this independent investigation. This will include arranging access to witnesses and documents and arranging a location for interviews.

We will provide you with regular bills, which will be due upon presentation of the billing statement, but in no event to exceed 30 days from presentation of the statement. We reserve the right to postpone or defer providing additional services or to discontinue providing legal services, to the extent legally permissible, if billed amounts are not paid when due. We also reserve the right to charge a late fee of 1% per month, not to exceed 6% per annum total, on all sums that are not paid after 60 days of presentation of the statement. LALA agrees to promptly review billing statements and raise any questions regarding the amounts and items billed within 30 days of presentation. If LALA objects to only a portion of the charges on a statement, then LALA agrees to pay the remainder of the charges, which will not constitute a waiver of LALA's objection. LALA is obliged to pay our fees regardless of the findings and results of the investigation.

Should a dispute arise, including regarding fees or costs, and should we be unable to resolve the dispute, we agree to submit the dispute to binding arbitration pursuant to the California Arbitration Act. This agreement is subject to the right of the parties to non-binding fee arbitration under the State Bar Fee Arbitration Program. LALA understands that, by agreeing to binding arbitration, it is waiving the right to a jury or court trial and attendant procedural rights, such as full discovery and appeal rights.

LALA agrees to defend, indemnify and hold us harmless for and against all actions, claims, and complaints arising from or relating to the investigation brought by anyone other than you. This includes an obligation to indemnify us for all costs, including settlement costs and other legal expenses incurred in defending or resolving such actions, which may include attorney representation. This provision is not intended to apply to any malpractice action brought by LALA against us.

LALA may discharge us at any time and we may withdraw with LALA's consent or for good cause. Good cause includes LALA's breach of this agreement, refusal to cooperate or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical. In any event, this engagement will automatically terminate at the time OIG presents a report on the investigation or is advised by

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LALA that it does not wish a report. When our services conclude, all unpaid charges will immediately become due. After services conclude, we will, upon your request, deliver your file and property in our possession, whether or not you have paid for all services.

Nothing in this agreement and nothing in my statements to you should be construed as a promise or guarantee about the outcome of the matter. Any estimate of fees given by me shall not be a guarantee. Actual fees may vary from estimates given. This letter of agreement is our entire agreement and supersedes any prior agreement. If any section or portion of these terms is determined by any court or arbitrator to be illegal or invalid, the validity of the remaining terms shall not be affected therein and said illegal or invalid term shall be deemed not to be a part of this letter agreement. Any changes to this agreement will be made in writing and signed by both of us. I am looking forward to working with you.

Sincerely,

A handwritten signature in black ink that reads 'Amy Oppenheimer' with a long horizontal flourish extending to the right.

On behalf of the Los Angeles Leadership Academy, I agree to the terms set forth above:

A handwritten signature in black ink that reads 'Diane Prins Sheldahl'.

Diane Prins Sheldahl  
Board Member  
Los Angeles Leadership Academy

Date: March 14, 2022



Dear Client,

First, if you are a new client, who can we thank for referring us to you?

**Returning Client**

Diane Prins Shekahl

Name

Phone Number

Email

Los Angeles Leadership Academy

This document explains our policies and tells us your preferences about practices related to the investigation. Please read it, fill in the information requested, maintain a copy for yourself and return a copy to us.

**Staffing:**

We assign a lead attorney/investigator on each case. If the attorney is not a partner that attorney will be supervised by a Partner. The Partner is available to consult on scope issues and on difficult questions that may arise during the investigation, and they review the report. Usually the lead attorney's time accounts for about 90% of the time spent on the case and the Partner's time for about 10%.

A second more junior attorney, writer or intern may also work on the investigation, writing portions of the report, doing document review and organization, and gathering information. The second person is billed at a lower rate, and with their assistance, we are able to get the investigation out faster and often less expensively. The lead attorney will review the invoices at the end of the investigation and "no charge" the intern/writer hours when appropriate to ensure that the client is being charged the same or less than if the lead attorney had done the case on their own.

**Recording:**

Would you like us to audio record?  Yes  No  Don't Care

**Confidentiality Admonitions:**

The law as to confidentiality is in flux and may differ depending on the situation. We will give any confidentiality admonition that you or your attorney instruct us to give. Our standard admonition is:

*This is a confidential investigation being done under the attorney-client privilege. We will keep the information as confidential as possible but do need to report back to your employer as to what we learn. That will be shared with as few people as possible. We ask that you maintain confidentiality by not discussing with anyone other than a representative what I have asked you and what you have told me during the interview.*

Select One:  **OIG will use the standard confidentiality admonition (above)**

**OIG will use your confidentiality admonition (please provide)**

**Retaliation Admonitions:**

We will give any retaliation admonition that you would like, or we can use our standard retaliation admonition:

*Retaliation for bringing or participating in a good faith complaint violates the law and your employer's policies. You have a right not to be retaliated against for participating in this investigation and also a duty not to retaliate against anyone else who has participated. Do you understand and know who to go to if you feel you have been retaliated against?*

Select One:  **OIG will use the standard retaliation admonition (above)**

**OIG will use your standard retaliation admonition (please provide)**



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**Logistics of Interviews:**

Interviews should take place at a private and neutral location, such as a conference room with no glass walls, or by video conference. Interviews should be set up by someone not directly involved in the investigation. Our preference is for someone at your business to set them up but if you do not have anyone suitable, we can do so. Most employers have standard information they provide parties and witnesses prior to the interview. That information should tell the individual their role without discussing the details of the complaint. If you would like a sample notice, let us know.

**Please let us know the name, phone number and email of the contact person:**

Name: Diane Prins Sheldahl Phone & Email: 650.521.7230 diane.prinssheldahl@gmail.com

**Documents and Other Evidence:**

We expect to be given copies of documents and other evidence. If we are given originals, or physical evidence, we will return them to you at the end of the investigation. It is your responsibility to determine what, or whether, evidence must be preserved. This is something to discuss with your attorney.

**Reports:**

Virtually all of our cases end with a final report. We usually provide a detailed report that tells you all of the relevant information we have learned and makes factual findings. We always provide a draft report before finalizing, so if there are questions that we have not answered, typographical errors, or information errors (such as an incorrect job title) you can let us know. We will not change findings, unless there is additional information we were unaware of, but we will clarify or expand findings upon request. Once you have reviewed and approved the draft, we will send a final report. We will send you the report and documents electronically. We will send a hard copy upon request.

Some clients also want us to prepare an executive summary, which is a brief report of what our scope and findings were, without the detail as to who said what.

**Would you like us to prepare an executive summary in addition to the report?**

Select One:  Yes  No  Will decide later

**Invoicing:**

Who should receive the invoice?

Send Invoice to (Name and Email): Same as prior engagement with Los Angeles Leadership Academy

**Exit Interview:**

Someone may contact you from our office a few weeks after the investigation is complete to get feedback about the investigation. Who should we contact?

(Name and Email): Diane Prins Sheldahl diane.prinssheldahl@gmail.com

Signature: *Diane Prins Sheldahl*

Date: March 14, 2022

Print Name: Diane Prins Sheldahl