

REPRESENTATION AUTHORIZATION

I, **CAZ MARTINEZ, SUPERINTENDENT AND AUTHORIZED REPRESENTATIVE OF LAS MONTANAS CHARTER HIGH SCHOOL AND THE GOVERNANCE COUNCIL FOR LAS MONTANAS CHARTER HIGH SCHOOL**, authorize the law firms of Bigbee & Curtis, LLP, and Payne, Powell, Truitt, & Chandler to represent me, Las Montanas Charter High School, and the Governance Council for Las Montanas Charter High School (collectively referred to herein as the “Charter School”), in legal proceedings and litigation arising from the New Mexico Public Education Department’s revisions to Rule 6.10.5 NMAC, School Instructional Time Requirements.

I declare the New Mexico School Superintendents Association (NMSSA) a representative with authority to obtain legal services for me and the Charter School in such legal proceedings and litigation. I designate NMSSA as the primary point of contact for exchange of communications with Bigbee & Curtis, LLP, and Payne, Powell, Truitt, & Chandler regarding such legal proceedings and litigation. Transmission of communications between Bigbee & Curtis, LLP, Payne, Powell, Truitt, & Chandler, and NMSSA is reasonably necessary to transmit communications to me and the Charter School in this matter.

I acknowledge that the terms and conditions of Bigbee & Curtis, LLP, and Payne, Powell, Truitt, & Chandler’s representation of me and the Charter School in this matter is expressly subject to and governed by the terms of the Engagement Letter and Fee Arrangement executed by NMSSA in this matter.

I acknowledge that Bigbee & Curtis, LLP, and Payne, Powell, Truitt, & Chandler are also representing other superintendents, school districts, charter schools, school boards, entities, associations, and/or individuals (hereinafter referred to as “Represented Parties”) in these legal proceedings and litigation, and consent to such joint representation. I acknowledge that certain joint or common interests are likely to be present between or me, the Charter School, and some or all of the Represented Parties, such that cooperation and sharing of certain information among them would be beneficial to and during litigation.

I authorize the law firms of Bigbee & Curtis, LLP, Payne, Powell, Truitt, & Chandler, and their designees, to disclose confidential, privileged, and/or protected attorney-client communications, including information and documents related to evidence, communications, strategic decisions, investigations, experts, work-product, and other information of any kind in connection with the joint or common investigation, representation, and prosecution of such legal proceedings and litigation to NMSSA and Represented Parties in order to further the rendition of professional legal services to me, the Charter School, and Represented Parties. Any and all disclosure or exchanges of such communications and information to NMSSA and Represented Parties for such purposes shall remain privileged and, to the maximum extent possible, any attorney-client privilege, work-product, other evidentiary privilege and/or immunity shall be preserved and there shall not be any suggestion of waiver of the confidentiality of privileged communications, documents, or information. Furthermore, I specifically and expressly release

Bigbee & Curtis, LLP, Payne, Powell, Truitt, & Chandler, and their designees, from any liability which would otherwise arise from release of this information to NMSSA and Represented Parties.

SIGNED ON: _____

**CAZ MARTINEZ, ADMINISTRATOR AND
AUTHORIZED REPRESENTATIVE OF LAS
MONTANAS CHARTER HIGH SCHOOL
AND THE GOVERNANCE COUNCIL FOR
LAS MONTANAS CHARTER HIGH SCHOOL**