

June 21, 2018

Via E-mail
BThompson@cosb.us

Barbara Thompson
County Counsel
County of San Benito
481 4th St., 2nd Floor
Hollister, CA 95023

Re: Retainer Agreement

Dear Barbara:

Thank you for continuing to retain Sloan Sakai Yeung & Wong LLP (“SSYW”), to perform legal services in connection with labor and employment advice and consulting. We always appreciate the opportunity to serve as your lawyers and look forward to continuing to work with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will provide labor and employment advice and consulting. Our work is limited to such services. We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.
2. **Fees and Personnel.** As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard public sector billing rates for this matter for attorneys, paralegals and legal assistants are attached as Attachment 1.

I will be the partner in charge of your matters. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. Hourly rates are subject to reasonable change, usually in January of each year.

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- 3. Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

- 4. Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent of for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

- 5. Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

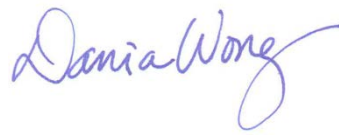
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6. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
7. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
8. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
9. **Use of “Of Counsel” Independent Contractors.** Our firm maintains agreements with experienced “Of Counsel” attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW’s use of Of Counsel attorneys, if necessary for your representation.
10. **Document Retention/Destruction.** SSYW is endeavoring to be a “paperless” law firm. To that goal, the Firm attempts to minimize the generation and retention of documents. As a general rule, the Firm does not keep “hard” copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained on the firm’s network system. If you would like to have hard copies of documents forwarded to you please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time. Once our representation ends for any particular matter, the Firm’s policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of

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the Firm's records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

Sincerely,



Dania Torres Wong

Enclosures

cc: Billing Department

These terms are accepted and agreed to as of the date of this letter.

By: _____
Barbara Thompson
County Counsel

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ATTACHMENT 1

Public Sector Fee Schedule

Effective January 1, 2018 to December 31, 2018

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$375
Associates:	\$215 - \$275
Law Clerks:	\$145 - \$175
Paralegals:	\$105 - \$175
Analysts	\$95 - \$135
Consultants:	\$160 - \$275

These rates are reviewed and may be adjusted annually, generally in January of each year.

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ATTACHMENT 2

SLOAN SAKAI YEUNG & WONG LLP
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

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In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.