



March 3, 2023

Tammy B. Webb

VIA ELECTRONIC MAIL

mcgourty@mendocinocounty.org

Glenn McGourty, Chair
Mendocino County Board of Supervisors
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Ukiah, CA 95482

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Re: Engagement Letter – John Doe 1, et al. v. Humboldt County, et al.

Dear Glenn:

Thank you for choosing Shook, Hardy & Bacon L.L.P. (“SHB”) to represent Mendocino County, California, in the matter described above.

This letter describes the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of our representation.

Regarding the scope of our representation, you have retained us to defend Mendocino County, California, in the class action lawsuit to be filed by John Doe 1, pending in the Superior Court of the State of California, County of Humboldt, Case No. CV-22-01700.

We bill for our services on an hourly basis, generally recording our time in six-minute increments. The hourly rates for the partners who will work on your matter is \$595.00 and associates is \$395.00. We also bill for the services of paralegals who assist the attorneys at a rate of \$195.00 an hour.

We look forward to representing Mendocino County, California, in this matter and, unless we otherwise agree in writing, the scope of our representation is limited to providing the legal services necessary to accomplish the foregoing.

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We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms for our fees. If they do and you agree with them, then please sign the enclosed copy of this letter and return to me for our files.

As you know, we will be representing twelve other counties in this litigation and will be splitting our fees among all thirteen counties. We will also be implementing a joint defense agreement that will be sent separately.

We appreciate the opportunity to work with you and look forward to a mutually beneficial relationship.

Very truly yours,



Tammy B. Webb

Enclosures

The undersigned hereby accepts the terms of this engagement letter, including the Terms of Representation.

By  Date 03/14/2023
Glenn McGourty, Chair,
Mendocino County Board of Supervisors

SHOOK, HARDY & BACON L.L.P.
TERMS OF REPRESENTATION

Confirmation of Services. Shook, Hardy & Bacon L.L.P. is pleased to have this opportunity to serve you. Our goal is to provide you quality legal services on a prompt, efficient basis. We have found from past experience that our relationship will be stronger and more effective when at the beginning of each representation there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the payment thereof. Therefore, it is our standard procedure to be specific with our clients as to the scope of the services that we intend to provide and the terms by which we will bill fees and expenses. The letter accompanying these Terms of Representation sets forth that information. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the Partner sending you the letter.

Scope of Representation. The scope of our representation of you is limited to providing only those services that are described in the accompanying letter. Unless otherwise agreed, we will render those legal services that are necessary to the representation. No other services are intended to be provided without the mutual agreement of you, as our client, and Shook, Hardy & Bacon L.L.P. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence.

Attorneys and Others to Assist in Providing Services. When it is appropriate for your particular matter and when it will serve to reduce costs, we intend to assign parts of your work to other attorneys, paralegals, law clerks, and document clerks. Often these individuals specialize in certain areas, and we have found that allocating work to them allows us to produce our best legal product in the most efficient manner. In such an event, however, the attorney designated in the accompanying letter is your primary contact with the firm. This attorney will supervise the work and will be responsible to you for the entire matter.

Fees and Hourly Rates. Our fees are based primarily on the time spent by each attorney and other professionals in the firm who work on your matter. The hourly rate of each attorney and other professional is based on that individual's expertise and experience. We reserve the right to adjust our fee rates on an annual basis and bills for our fees will reflect those adjustments.

We normally record time in six-minute increments for work done on your matter, including required travel time. We do not charge for attorney administrative time or for time spent in maintaining a general, current knowledge of the law.

Expenses. We will bill you for expenses we incur on your behalf. We will ask you to pay directly any significant outside expenses incurred on your behalf, such as deposition costs, investigators, consultants or experts necessary in our judgment to represent you in this matter. We will direct statements for such expenses to you for payment. It is our policy that clients advance any required filing fee.

We bill for long-distance telephone calls, outgoing FAX charges, photocopying charges, after normal hours word processing, travel expenses, delivery charges other than normal postage, and other necessary expenses. We separately bill for computerized legal research (LEXIS, WestLaw and similar services) and related expenses. All expenses will be itemized on the statements we will send you.

Technical Support Services. At the request of the client, the firm can provide computer hardware, software, and technical support to design, operate, and maintain client-specific database systems to support specific projects. The firm charges for these services as expenses in addition to legal fees. We bill at rates commensurate with the level of technical expertise required. The firm also charges for any client-specific software or hardware which must be leased or purchased by the firm for any specific project or application; for setup of computers or other equipment for off-premise use, such as at trial sites; for scanning or electronic imaging of documents; for video-conferencing; and for third-party technology support or consultation required by the client's project.

Billing Statements. Unless there are circumstances which would indicate otherwise, each month you will receive a computer-generated statement showing a description of the services performed through the end of the preceding month, identifying the attorneys and others who performed the services, and itemizing expenses incurred by us for your work.

Fees Not Contingent and Due Within Thirty Days. Except as may be set out in the accompanying letter, our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment from you about the statement within 30 days of its receipt, we will assume that you find it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5 percent per month to bills which are past due, i.e., statements that remain unpaid for more than 30 days.

Payment is to be made in U.S. dollars, by check or draft payable to “Shook, Hardy & Bacon L.L.P.”

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to delinquent accounts. Set forth below are instructions for payment by wire and our address to mail payments:

Wire Payment Instructions

ABA Number:	101000019
Receiving Bank:	Commerce Bank
Beneficiary Name:	Shook, Hardy & Bacon L.L.P.
Bank Account Number:	43056
Reference Address for Bank:	Mendocino County, California
SWIFT Number:	1000 Walnut, Kansas City, MO 64106 CBKCUS44

Payments by Mail

SHOOK, HARDY & BACON L.L.P., Attorneys at Law
Attn: Accounting
PO Box 843718
Kansas City, MO 64184-3718

Insurance Matters. It is your responsibility to determine if you have insurance that may be applicable to the matter in which we represent you. If you have insurance which covers legal fees and expenses, we will cooperate with you in submitting our statements to your insurer. But, you agree that if your insurer does not pay such fees and expenses on a timely current basis, or fails or refuses to pay our statements in full, you are responsible for prompt payment of our statements.

Attorney-Client Communication. All communications from us, including our statements, may contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the privileged material, we recommend that you keep our statements, as well as

other letters and communications from us, including our statements, in a separate file marked “Attorney-Client Privileged Materials” and keep the file in a secure place.

Client Confidences. Your communications with us are legally protected by the attorney-client privilege. In addition, we will treat your matter as confidential, and we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

Conflicts of Interest. Based on our customary inquiries, we now believe there is no conflict of interest in our representation of you in this matter. However, Shook, Hardy & Bacon L.L.P. represents numerous clients, many of whom rely on us for general legal representation. It is possible, although we hope it will not happen, that adverse relationships, including litigation, could develop between you or companies or persons related to you and one of our other clients. In such case, if we are not representing you in that matter and it does not involve a subject about which we have been given privileged or confidential information by you in this current matter, you agree that you would not object to our representation of another client in such other matter.

In our engagement letters with other clients, we ask for similar agreements to preserve our ability to represent you in a similar situation, if you would choose to have us do so.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we are notified of such termination. Similarly, we may withdraw from this representation for reasons including your failure to promptly pay our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

Estimates of the Cost of Services to Be Performed. From time to time you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an “educated guess” and not as an assurance that we will be able to do the work for the estimated cost. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter.

Document Retention. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us. Otherwise, all such documents will be stored pursuant to our records retention program and may be destroyed at a subsequent date.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Questions or Additional Information. We hope this explanation is helpful to you, and we invite you to discuss any concern with us at any time or to inquire at any time about the fees or costs incurred. It is extremely important that we proceed so that you and we have a clear and satisfactory understanding about the work to be performed. We will strive to keep you fully informed during the course of this engagement and anticipate that you, likewise, will keep us informed of pertinent developments. We trust you will find that we are not only available and responsive but that we will work diligently to meet your needs and deadlines. Accordingly, we encourage you to contact, at any time, the Partner who signed the accompanying letter or any other person working on this matter.

Acceptance of Terms of Representation. If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign and return the engagement letter to our offices for our files.