



465 California Street, Ste. 500
San Francisco, California 94104
Telephone: (415) 397-2222
Facsimile: (415) 397-6392

August 29, 2025

ATTORNEY-CLIENT FEE CONTRACT

This document is the attorney-client fee agreement (the "Agreement") between the Mendocino County District Attorney's Office ("Mendocino DA") and the County of Mendocino and Long & Levit LLP ("We" or "Us") under which We will provide legal services to an employee of the Mendocino DA ("Employee").

1. **EFFECTIVE DATE.** The above date is for reference only. This Agreement will not take effect, and We will have no obligation to provide legal services, until Mendocino DA returns a signed copy of this Agreement. The Agreement's effective date, however, will be retroactive to the date We first performed services. Even if this Agreement does not take effect, Mendocino DA will be obligated to pay Us the reasonable value of any services We have performed for Employee.

2. **SCOPE OF SERVICES.** Mendocino DA is hiring Us to represent Employee solely in the following matter: California State Bar Investigation Case No. 24-0-24244.

We will provide those legal services reasonably required to represent Employee and take reasonable steps to keep Employee informed of progress and to respond to Employee inquiries.

Unless We execute a different written agreement, this Agreement governs all services We perform for Employee.

3. **EMPLOYEE DUTIES.** Employee agrees to be truthful with us, cooperate, keep Us informed of developments, abide by this Agreement, pay our bills as provided below, and keep Us advised of Employee address, telephone number, and whereabouts. This matter may require a substantial amount of Employee time to review documents, prepare for hearings and trial, and participate in the discovery and pre-trial process.

If We are fined or sanctioned by any court for Employee conduct or Employee failure to cooperate in litigation or other legal proceedings, Mendocino DA agrees to reimburse Us for the amount of those sanctions.

4. **CONFIDENTIALITY.** It is in Employee's best interest to preserve the confidentiality of all communications between us. Employee's ability to protect the confidentiality of those communications may be jeopardized if Employee discloses their contents to third parties.

5. **DEPOSIT.** We will not require a retainer/deposit for fees so long as Employee promptly pay our bills for services consistent with paragraph 8 below.

6. **LEGAL FEES AND BILLING PRACTICES.**

a. **Fees.** By engaging Us, Mendocino DA acknowledge and agree that Mendocino County is responsible for payment of fees, costs, and other charges, as set forth in this Agreement. We agree that We owe our professional obligations solely to Employee, even when a third party, in this case, Mendocino County, pays our bills. Mendocino County, by and through its District Attorney, agrees that Mendocino County will pay our fees and costs in representing Employee.

b. **Specific Charges.** We charge for the time spent on telephone calls relating to Employee matters, including calls with Employee, opposing counsel, court personnel, experts, and others as We believe is necessary. The legal personnel assigned to Employee matters will confer among themselves about the matter, as required. When they do, each person charges for the time spent. Likewise, if more than one of the legal personnel is required to attend a meeting, hearing, or other proceeding, each charge for the time spent. We charge for waiting time in court and elsewhere and for local and out-of-town travel time.

c. **Costs.** We will incur various costs and expenses in performing legal services under this Agreement. Mendocino DA agrees to pay those costs and expenses in addition to the hourly fees. Costs and expenses commonly include filing fees, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, local travel expenses, reproduction costs, word processing charges and charges for online computer research. Some of the costs and expenses We incur that are charged as disbursements to Employee are set forth in the Rate Schedule. Other costs or expenses charged are determined by the vendor of the service, and the rates charged by vendors vary. It is our practice to forward all third-party bills in excess of \$500 to Mendocino DA and Mendocino CA agree to promptly pay those bills directly. We may advance money for charges under \$500 or may advance money for third party bills greater than \$500 if a third-party invoice cannot feasibly be forward to Mendocino DA for payment; any such disbursements will be included in Mendocino DA bill. On matters requiring sizable disbursements, we may ask Employee to advance such disbursements, and Mendocino DA agree to promptly do so.

7. **THIRD PARTY PAYOR.** Mendocino DA agrees to pay for all legal services provided to Employee by Us as well as all costs incurred by Us in representing Employee. We will submit our bills to the Mendocino DA; however, Employee will remain responsible for and will pay attorney's bills in the event that the Mendocino DA fails for any reason to pay attorney's bills as they become due. If a refund is due at the conclusion of the representation, the refund will be paid to the person or entity who paid the fees and costs.

Mendocino DA acknowledges this agreement to pay for attorney fees and costs does not make it a client of Long & Levit and that an attorney-client relationship will exist only between Us and Employee.

Mendocino DA further agrees that it will not interfere with the attorney-client relationship and will not interfere with our exercise of independent professional judgment on behalf of Employee.

In furtherance of the independent nature of the attorney-client relationship, Mendocino DA acknowledges that it has no right to direct our handling of Employee matters.

Employee believes Mendocino DA's participation in consultations with Us may be beneficial and agree We may include it in such consultations with the understanding that Mendocino DA's involvement in any communications with Us is solely to further Employee interests. Communications involving Mendocino DA are therefore intended to remain confidential and privileged as against persons or entities other than Us, Employee and Mendocino DA. It is further understood and agreed that We may share confidential information with Mendocino DA except when Employee direct Us to keep information confidential. To the extent Employee desire communications and information to remain confidential, Mendocino DA agrees that payment of our fees and/or receipt of Employee confidential information or secrets shall not in any way limit Employee confidentiality rights or waive any privilege.

8. **BILLING.** We will send Mendocino DA a monthly statement for fees and costs incurred. Each statement will be due upon receipt. Mendocino DA agrees to pay a carrying charge at the annual rate of twelve percent, on amounts past due. We may change this rate by notice to Mendocino DA. The carrying charge will begin to accrue as of the first day of the second month following the date of the bill. If the amount billed is paid within sixty days from the date of the bill, the carrying charge may be waived. If Mendocino DA has any questions or comments regarding any statement or dispute any aspect of any statement, Mendocino DA agree to notify Us promptly in writing so that both of Us may resolve the matter expeditiously. Mendocino DA has the right to have any fee dispute arbitrated in accordance with the California Business and Professions Code.

9. **DISCHARGE AND WITHDRAWAL.** Employee may discharge Us at any time. We may withdraw from representing Employee with Employee consent or for good cause. Good cause includes Employee or Mendocino DA breach of this Agreement (including Mendocino DA failure to pay bills and/or deposits), Employee refusal to cooperate with Us or to follow our advice, or any circumstance that would, in our opinion, render our continued representation of Employee unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, We will, upon Employee's request, deliver Employee's file (excluding attorney work product material) to Employee as provided by California law.

10. **TERMINATION.** Our retention terminates absolutely when the work described above in paragraph 2 is completed or We are discharged or withdraw. After this representation terminates, We do not undertake or have a continuing duty to represent Employee or keep Employee informed about any matters, facts, law, or developments which are or may be relevant to Employee matters.

11. **ERRORS AND OMISSIONS INSURANCE.** Long & Levit maintains errors and omissions insurance applicable to the services to be rendered pursuant to this Agreement.

12. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to Employee will be construed as a promise or guarantee about the outcome of Employee matters. We make no such promises or guarantees. We make no representations or warranties concerning the successful defense of Employee matters or the favorable outcome of any legal action that has been

or may be filed. We do not guarantee We will obtain reimbursement to Employee for any costs, expenses, or other damages resulting from the subject matter of this representation. All of our statements on any such matters are statements of opinion only.

13. **SETTLEMENT.** We will only settle or otherwise resolve Employee matters with Employee approval.

14. **INDEPENDENT COUNSEL.** Employee understands Employee right to obtain, at Employee's own expense, independent legal counsel regarding this Agreement or any aspect of this matter. Employee's signature below indicates that Employee either sought such advice or waive Employee's right to do so.

15. **COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all of the undersigned.

16. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between Us and Mendocino DA and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between Us and Mendocino DA, regarding the subject matter of this Agreement.

17. **AMENDMENTS.** Neither this Agreement nor the application of any provision of this Agreement shall be amended or modified in any respect whatsoever except by an instrument in writing duly executed by Us and Mendocino DA.

18. **GOVERNING LAW.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

19. **CONSENT TO USE OF EMAIL AND CLOUD SERVICES.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using email. Because email continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

[The rest of this page intentionally left blank.]

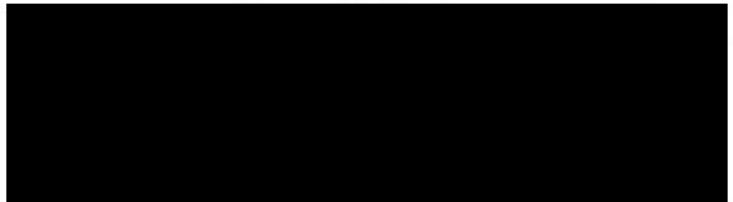
NOTICE TO CLIENT

EMPLOYEE HAS THE RIGHT TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THIS ATTORNEY-CLIENT FEE AGREEMENT. DO NOT SIGN THIS FEE AGREEMENT BEFORE EMPLOYEE HAS READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. EMPLOYEE IS ENTITLED TO A COMPLETELY FILLED IN COPY.

By signing below, each party acknowledges that they have the right to seek independent legal advice regarding this Agreement. By signing below, the party further acknowledges that they have read and understood the terms of the Agreement, including those set forth in 13 regarding the conflict waiver, and those set forth on the attached Rate Schedule and agree to them, as of the date We first provided services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement except **117-10** regarding attorney fees.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this attorney-client fee agreement on the date(s) which appear below:


Dated: 9/9/25



Dated:

MENDOCINO COUNTY DISTRICT
ATTORNEY'S OFFICE

By:


David Eyster, District Attorney

Dated: August 29, 2025

LONG & LEVIT LLP



Kathleen M. Ewins

RATE SCHEDULE

Client: [REDACTED]

Matter: State Bar Investigation

Hourly Rates:

Partners:	\$475
Associates:	\$375
Legal Assistants:	\$175

We charge for our time in minimum units of 0.1 hours.

Costs And Expenses

In-Office Reproduction	\$0.10 per page non-color; \$0.25 per page color
Mileage	IRS allowed mileage rate
Facsimile	\$0.25 per page
Messenger	Actual Cost
Long Distance Phone	Actual Cost
Information Databases	Actual Billed Cost

Subject To Change

The rates on this schedule are subject to change on thirty (30) days written notice. If Employee declines to pay any increased rates, we will have the right to withdraw as Employee's lawyers.

4917-0461-4243, v. 2

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: C. Cantley
ELECTED OFFICIAL

Date: October 21, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 2070

Line Item: 86-2239

Org/Object Code: DA

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/27/2025

CONTRACTOR/COMPANY NAME

By: K. Kelly

Date: October 21, 2025

NAME AND ADDRESS OF CONTRACTOR:

LONG & LEVIT LLP

465 CALIFORNIA STREET, STE 500

SAN FRANCISCO, CA 94104

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Bria Blanton
COUNTY COUNSEL

Date: 10/27/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Anna Lee
Deputy CEO or Designee

Date: 10/27/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ _____
Exempt Pursuant to MCC Section: _____