

## **Notification by Counsel and Addendum to Professional Services Agreement**

On or about February 14, 2018, Mendocino County, a political subdivision of the State of California (“Mendocino County”) engaged the law firms of Baron & Budd (“B&B”), Dixon Diab & Chambers (“DDC”), the Singleton Law Firm, APC (“SLF”), Thorsnes Bartolotta McGuire, LLP, and Terry Singleton, APC (collectively, “Attorneys”), to represent Mendocino County in connection with legal proceedings to recover compensation for the damages Mendocino County sustained as a result of the October 2017 Northern California Wildfires (the “California North Bay Fire Litigation”). Mendocino County and the Attorneys entered into a Professional Services Agreement with an Effective Date of February 6, 2018 (the “Agreement”), to memorialize that engagement.

The Attorneys represent numerous other plaintiffs in the California North Bay Fire Litigation, including individuals, public entities and insurance companies (“collective clients”). As part of their internal agreements, the Attorneys agreed to share all attorney’s fees earned in the representation of the collective clients as follows: B&B and DDC would receive 50% of the attorney’s fees, and the Singleton Law Firm, APC (“SLF”), Thorsnes Bartolotta McGuire, LLP, and Terry Singleton, APC, would receive 50%.

Attorneys hereby notify Mendocino County that the Attorneys have decided to amend their agreement so that they will no longer be jointly prosecuting claims in connection with the California North Bay Fire Litigation. Specifically, B&B and DDC (the “B&B Firms”) will withdraw from representing any individual clients in the California North Bay Fire Litigation, while the Singleton Law Firm, APC (“SLF”), Thorsnes Bartolotta McGuire, LLP, and Terry Singleton, APC, (collectively, the “SLF Firms”) will withdraw from representing any public entities, including withdrawal from representing Mendocino County.

This will not interfere with Mendocino County’s case in any way, as Attorneys have internally organized their representation of the collective clients in this manner from the beginning of the litigation. Since Mendocino County retained the Attorneys, Mendocino County’s case has been handled solely by the B&B Firms, and the SLF Firms have not been involved in it in any way. The Attorneys are taking this formal step to separate the representation in order to insure that no conflicts of interests arise in the future.

Attorneys do not believe that there is any legal conflict or adversity between Mendocino County and the other collective clients that will continue to be represented by the SLF Firms, and no confidential information has been exchanged between the B&B Firms and the SLF Firms that bears in any way on the B&B Firms’ ability to continue to fully and fairly represent Mendocino County or the ability of the SLF Firms to continue to represent the other collective clients in the California North Bay Fire Litigation. Attorneys are not aware of any facts that create any potential that the B&B Firms’ representation of Mendocino County will be in any manner limited by the continuing representation of the other collective clients by the SLF Firms.

As part of their representation of the individual plaintiffs, the SLF Firms will need to obtain all reports, documents, and evidence related to the cause, origin, and spread of the fire. If any such reports, documents, and/or evidence is in your possession, this may require a subpoena. The B&B

Firms will work with the SLF Firms to minimize any disruption this will cause Mendocino County. However, as part of the withdrawal of the SLF Firms, Attorneys are requesting that Mendocino County agree not to assert that the SLF Firms are unable to pursue a deposition and/or document subpoena as to Mendocino County relating to the subject of the California North Bay Fire Litigation on the grounds that the SLF Firms previously represented Mendocino County. For their part, the SLF Firms hereby represent and agree that they will not, on behalf of any client they represent, assert any claim against Mendocino County in connection with the California North Bay Fire Litigation or as part of the California North Bay Fire Litigation.

The SLF Firms will continue to represent other individuals and/or entities in the California North Bay Fire Litigation that were formerly represented by the B&B Firms. The B&B Firms will no longer represent those individuals going forward, although the B&B Firms will continue to represent public entities jointly with other persons and entities that remain B&B Firms' clients in connection with the California North Bay Fire Litigation. Pursuant to the Attorneys' internal agreement, the B&B Firms will share 50% of any fees they earn in Mendocino County's case with the SLF Firms, and the SLF Firms will agree to share 50% of the fees earned in their continuing representation of the other collective clients with B&B/DDC. This agreement to share fees between the Attorneys will not increase or affect in any way the amount of fees that you ultimately pay to the Attorneys in connection with your representation in the California North Bay Fire Litigation.

By signing below, Mendocino County provides the following consents and agreements but is not bound to the statements and representations made above by the Attorneys as to their relationships, fee arrangements or past division of responsibility for representation of their clients, since Mendocino County is not in a position to know the basis or accuracy of such statements. Mendocino County hereby consents and agrees as follows:

1. Mendocino County consents to the withdrawal of the SLF Firms from representation of Mendocino County in the North Bay Fire Litigation.
2. Mendocino County acknowledges and does not object to the fee-sharing arrangements between the B&B Firms and the SLF Firms, as long as Mendocino County is not impacted in any way by those arrangements.
3. Mendocino County consents to – and waives any actual or potential conflict of interest that has arisen or may arise from – the past or present relationships among the Attorneys, including the fee sharing agreement, and agrees that it will not seek to disqualify the B&B Firms or the SLF Firms from any client representation in connection with the California North Bay Fire Litigation as a result of such issues.
4. Mendocino County agrees to cooperate on a reasonable basis in discovery that may be conducted by the SLF Firms in the California North Bay Fire Litigation. Mendocino County will not oppose any efforts by the SLF Firms to obtain information as part of the discovery process on the grounds that they previously represented Mendocino County. To the extent that a legal conflict now exists or may have ever existed that would otherwise prohibit the SLF Firms from pursuing such discovery, Mendocino County agrees to fully and forever waive any such conflict in the context of such discovery.

By signing below, the Attorneys vouch for the accuracy of the factual statements made above and agree to be bound by the terms herein; and the SLF Firms agree to voluntarily and promptly withdraw from representation of Mendocino County and not to seek any compensation from Mendocino County other than through their fee sharing arrangements with the B&B Firms as to the fees that the B&B Firms may receive.


**CLIENT:**

MENDOCINO COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_

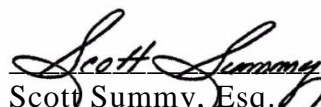
**ATTORNEYS:**

Dated: \_\_\_\_\_



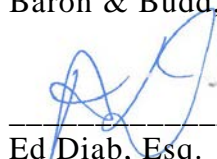
\_\_\_\_\_  
Gerald Singleton, Esq.  
Singleton Law Firm, APC

Dated: \_\_\_\_\_



\_\_\_\_\_  
Scott Summy, Esq.  
Baron & Budd, P.C.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Ed Diab, Esq.  
Dixon, Diab & Chambers, LLC

Dated: \_\_\_\_\_



\_\_\_\_\_  
John F. McGuire, Jr., Esq.  
Thorsnes Bartolotta McGuire LLC

Dated: \_\_\_\_\_



\_\_\_\_\_  
Terry Singleton, Esq.  
Terry Singleton, APC

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☐ Yes ☒ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: SEE PAGE 3

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

SEE PAGE 3

\_\_\_\_\_

\_\_\_\_\_

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

CARMEL J. ANGELO, 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.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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:**

KATHARINE L. ELLIOTT,  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

**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:** \_\_\_\_\_