

Gordon-Creed, Kelly, Holl, Angel & Sugerman, LLP
50 California Street, 34th Fl.
San Francisco, CA 94111
(415) 421-3100

ATTORNEY-CLIENT FEE AGREEMENT

This agreement ("Agreement") is entered into between Gordon-Creed, Kelley, Holl, Angel & Sugerman, LLP ("GKHAS") and the undersigned Client the County of Humboldt ("Client").

1. Conditions: This Agreement will not take effect, and GKHAS will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under paragraph 7, if any.

2. Scope of Services: Client is hiring GKHAS to provide ongoing appellate representation of the Humboldt County Department of Health and Human Services in connection with juvenile dependency appellate litigation. GKHAS will provide those legal services reasonably required to represent and defend Client in the litigation. GKHAS will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Unless Client and GKHAS make a different Agreement in writing, this Agreement will govern all future services GKHAS may perform for Client.

3. Client's Duties: Client agrees to be truthful with GKHAS, to cooperate, to keep GKHAS informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay GKHAS's bills on a timely basis, and to keep GKHAS advised of Client's address, email address, telephone number and whereabouts. Client will assist GKHAS in providing necessary information and documents for the representation in the described matter.

4. Legal Fees and Billing Practices: Client agrees to pay Client's legal fees and costs, which will be charged by the hour at GKHAS's prevailing rates for time spent on Client's matter by GKHAS's legal and other personnel. GKHAS bills for time in legal minimum units of tenths of hours. GKHAS's hourly rates for legal personnel (and other billing rates) on this matter are set forth below.

Partner Attorneys \$325.00 per hour
Associate Attorneys \$310.00 per hour
Paralegals/Law Clerks \$130.00 per hour

The rates are subject to increase on 30 days' notice. If Client declines to pay the increased rates, GKHAS will have the right to withdraw as attorney for Client.

The time charged will include the time GKHAS attorneys spends on telephone calls relating to Client's matter, including calls with Client, other advisors or opposing counsel. GKHAS personnel assigned to Client matters may confer among themselves about such matters, as required. When they do confer, each person will charge for the time spent, unless attendance by additional personnel is for training purposes, in which case Client will not be charged for the "trainee's" time. GKHAS will charge for waiting time and for travel time, both local and out-of-town. GKHAS will not charge for the preparation and submission of bills, or for responding to questions related to billing.

5. Costs and Other Charges

(a) In General: GKHAS will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, mediator's/arbitrator's fees, long distance telephone calls, facsimile, messenger and other delivery fees, postage, parking and other travel expenses, photocopying and other reproduction costs, charges for computer research time and other similar items. Costs will be listed by category but not specifically itemized on invoices. All costs and expenses, if any, will be charged at GKHAS's direct cost.

(b) Out-of-Town Travel: Client agrees to pay pre-approved, reasonable, and actual transportation, meals, lodging and all other costs of any necessary out-of-town travel by GKHAS personnel related to this matter, if any. Client will also be charged by hourly rates for travel time of GKHAS personnel.

(c) Consultants and Investigators: If it becomes necessary to hire consultants or investigators, GKHAS will select any consultants or investigators to be hired following consultation with Client. GKHAS will not hire such persons unless Client agrees to pay consultants' fees and charges directly to the consultant or investigator.

6. Billing Statements: GKHAS will send Client periodic statements for fees and costs incurred. Each statement will be due within twenty-five days of the date the bill is sent. Client may request a statement at intervals of no less than 30 days. If Client so requests, GKHAS will provide one within 10 days. Client will be charged a late fee of .83 percent per month for all past-due balances. Failure of GKHAS to charge a late fee for a past-due balance on any occasion does not constitute a waiver of GKHAS's right to assert and collect said late fee at any time.

7. *Deposit: N/A*

8. Discharge and Withdrawal: Any client may discharge GKHAS at any time. GKHAS may withdraw with Client's consent or for a valid reason without Client's consent, provided that GKHAS will take reasonable steps to avoid reasonably foreseeable prejudice to the rights of Client before any such withdrawal. A valid reason for withdrawal by GKHAS will include, but not be limited to, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's refusal to cooperate with GKHAS or to follow GKHAS' advice on a material matter or any fact or circumstance that would render GKHAS's continuing representation unlawful or unethical.

At such time that GKHAS's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable. After GKHAS's services conclude, GKHAS will, upon Client's request, deliver Client's file to Client along with any funds or property of Client's in GKHAS's possession, whether or not Client has paid for all services. GKHS will only deliver the electronic version of the file to the Client, as GKHS does not maintain paper files for each client, but scans and saves all paper documents in digital format.

9. Mediation of Disputes Under This Agreement: If a dispute arises out of or relating to any aspect of this Agreement between Client and GKHS, or the breach thereof, and if the dispute cannot be settled

through negotiation, GKHS and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing in this paragraph is intended to affect client's right to fee arbitration under Business & Professions Code section 6200, et seq.

10. Disclaimer of Guarantee and Estimates: Nothing in this Agreement and nothing in GKHAS's statements to Client will be construed by GKHAS as a promise or guarantee about the outcome of Client's matter. GKHAS makes no such promises or guarantees. Any comments by GKHAS about the outcome of Client's matter are expressions of opinion only. Any estimate of fees given by GKHAS shall not be a guarantee. Actual fees may vary from estimates given.

11. Entire Agreement. This Agreement and any addenda contain the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. Severability in Event of Partial Invalidity. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. Modification by Subsequent Agreement. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. Effective Date: This Agreement will take effect when Client has performed the conditions stated in Paragraph 1, in which case the effective date of this Agreement will be retroactive to the date GKHAS first performed services. The date at the end of this Agreement is for reference only. Even if this Agreement is not signed, Client will pay GKHAS the reasonable value of any services GKHAS may have performed for Client.

[Signatures on following page.]

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE GKHAS FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Dated: June __ 2022

Dated: June __ 2022

COUNTY OF HUMBOLDT

GORDON-CREED, KEELY, HOLL, ANGEL & SUGERMAN, LLP

BY: _____
Scott A. Miles,
Interim County Counsel

BY: _____
Jeremy Sugerman
Partner