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January 16, 2025

Eric Walts
Assistant County Counsel
County of Ventura
800 South Victoria Avenue, L/C #1830
Ventura, CA 93009
Eric.Walts@ventura.org

Re: Engagement Letter & Fee Agreement

Dear Mr. Walts:

Thank you for the opportunity to represent County of Ventura. This letter will confirm your engagement of Hanson Bridgett LLP to provide legal services regarding *OPV Coalition v. Fox Canyon Groundwater Management Agency* adjudication (Santa Barbara Case No. VENC100555357) in two phases as follows. In phase one, we will advise the County regarding whether and how it should participate in the OPV Adjudication, including advising what potential water rights the County may assert, the prospects of preserving them and the expense of doing so. In phase two, we will represent the County in the OPV Adjudication. We will not begin phase two services unless and until we receive written direction from the County Counsel's office to do so. We will not bill in excess of \$45,000 in this matter without prior written authorization. We look forward to working with County of Ventura in pursuing these legal objectives. If we can assist the County of Ventura in other areas, please let me know.

I will be the attorney responsible for this matter. I will be assisted by Sean Herman and Jillian Ames. Our rates will be consistent with the Third Amendment to Professional Services Agreement between the County of Ventura and Hanson Bridgett and any amendments to that agreement. When appropriate, we use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise. Our billing rates are reviewed annually and may be adjusted periodically. A list of the hourly rates for the attorneys, paralegals and legal research assistants assigned to this matter is available upon request. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. In this matter, you have asked that invoices be directed to your attention.

We have conducted a conflicts of interest check for all of the parties involved in the adjudication. Our conflicts check revealed that other Hanson Bridgett clients are also parties to the adjudication, including Simon Property Group, Vulcan Materials, California Department of

Corrections & Rehabilitation, the Regents of the University of California, Dignity Health, Lennar Homes of California, and The Procter & Gamble Company. While we do not believe that the work the County has asked us to perform at this time creates a conflict of interest, it is possible that a conflict could arise in the future if the County asserts its water rights and another Hanson Bridgett client is implicated, or if another Hanson Bridgett client asserts water rights that implicate the County's interests. In the event a conflict of interest arises in the future, we may need to make additional disclosures and obtain informed written consent from all implicated clients in order to continue our representation of the County. It is possible that, in some circumstances, we would be unable to continue to represent the County, in which case the County would need to retain other counsel to represent its interests in the adjudication. We will, of course, continue to monitor the situation and will discuss with the County any conflicts of interest if and when they arise.

Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any expansion of the scope of our representation, or our agreement to handle additional matters for County of Ventura, must be documented in a separate writing and will be governed by the terms of this letter agreement, unless specified otherwise. The effective date of this letter agreement is the date on which our services commenced; the date of this letter on page 1 is for convenience of reference only. We encourage County of Ventura to consult with other counsel or advisors of its choice regarding the terms of our representation and, by agreeing to the terms of this letter agreement, you acknowledge that you have had the opportunity to do so.

We realize there are many qualified firms to choose from and are pleased you have selected our firm to assist you with your matter. We care deeply about our clients and our goal since the firm's founding in 1958 has been to provide exceptional client service. We welcome County of Ventura as a valued client and look forward to assisting in the achievement of your objectives. You can obtain more information about my background and our firm's services from our website, www.hansonbridgett.com.

Very truly yours,

Hanson Bridgett LLP

A handwritten signature in black ink, appearing to read 'Nathan A. Metcalf', with a long horizontal line extending to the right.

Nathan A. Metcalf
Partner

Attachment

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent County of Ventura in accordance with its terms.

COUNTY OF VENTURA

By: Tiffany North

Title: County Counsel

Date: _____

To facilitate your acceptance of the foregoing, you may simply reply to this e-mail message with "approved on behalf of the County of Ventura and your name. We will consider your reply message to constitute your acceptance and agreement with the terms of this letter.

Billing and Policy Summary

1. **Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This “Billing and Policy Summary” sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
2. **Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
3. **Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. These expenses are billed at the actual cost with no additional mark up to you. Usually we bill such charges to a client’s account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. Charges for data storage are calculated according to the volume of data stored on our platform in a given month. In some matters, we may retain outside vendors, such as experts, consultants or other third-party vendors, to assist us in our representation of you. We may require you to pay the invoices of any such outside vendors directly, or we may require you to pay us an additional retainer that we will hold in our client trust account and use to pay any third-party vendor expenses that we incur on your behalf. We may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of our representation, we will deduct any outstanding vendor expenses incurred on your behalf from the vendor expenses retainer and refund the remaining balance to you.
4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

6. **Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

7. **Litigation Retainer.** In the event the matter we are handling for you goes to trial, arbitration or another type of significant hearing, we may require you to provide to us an additional advance payment retainer, which we will deposit in our client trust account maintained in accordance with State Bar rules. We will continue to issue an invoice to you for fees and expenses incurred in the previous month and deduct that sum from the amount held in the trust account. You agree to replenish the retainer amount within thirty (30) days of your receipt of our monthly billing statement. At the conclusion of our representation of you, we will apply the retainer held in our client trust account to your final bill. You will be responsible for any remaining amount due over and above the retainer. If no amount remains due after the retainer funds have been applied to the final invoice, or if the amount of the retainer exceeds the final balance due, we will refund to you the balance.

8. **Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.

9. **Insurer's Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.

10. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

11. **Conflicts Review.** We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no

problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

12. Identity of Client. Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

13. Advance Waiver. Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

14. Cooperation. To perform our services effectively, we require the support of each client. We will keep you informed of the status of your matter, and we will consult with you regarding our representation as appropriate. We will provide copies of significant correspondence and documents to you during the course of our representation. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

15. No Warranty of Result. We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the

matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

16. Return and Disposition of Files. After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

17. Dispute Resolution. While we certainly do not anticipate a dispute between us, in the event we are unable to mutually resolve a dispute between us, we both agree that we will submit any such dispute, as soon as practicable, to final and binding arbitration in San Francisco, California, before a single neutral arbitrator who is a retired judge or justice. The arbitration will be administered by JAMS, Inc., which is a private mediation and arbitration tribunal, and conducted pursuant to JAMS' Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); those rules are available online through JAMS, and we also would be pleased to provide you with a copy of the JAMS Rules upon request. If we cannot agree on an arbitrator within 15 calendar days after one of us initiates arbitration, then JAMS will select the arbitrator in accordance with the JAMS Rules. This agreement to arbitrate includes any and all disputes between us which arise out of or relate in any way to this Agreement, our relationship, the services performed by us, or the attorney fees and costs charged.

Before agreeing to arbitrate disputes as set forth above, you should consider how arbitration differs from having a dispute resolved in a court of law. For example, by agreeing to arbitrate any and all disputes between us, you will be giving up your legal right to have such disputes heard and determined by a judge or jury in a courtroom open to the public. Unlike public court proceedings, arbitration proceedings are conducted privately and the outcome in most instances remains confidential. You will be responsible, in part, to share the costs of the arbitration proceeding, including payments to the arbitrator. Discovery in arbitration may be more limited than permitted in a court of law, including limitations on the number of depositions, and more limited discovery of third parties. A judicial forum generally does not permit reasonable attorney fees to be imposed against a non-prevailing client in a non-frivolous malpractice action, whereas an arbitral forum may permit an award that imposes costs of the arbitration, expenses and reasonable attorney fees against the non-prevailing party. The right to appeal an arbitrator's decision or have it reviewed is limited; in most instances, the arbitrator's decision will be final and all parties will be bound by it, although there may be very limited circumstances under which the arbitrator's decision can be appealed or reviewed. If an arbitration award is confirmed by a trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

The arbitration will be governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1 et seq.). California's substantive law will govern the underlying disputes to be arbitrated. We both agree that the arbitrator, not any federal or state court judge, will have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.

If you have any questions about the significance of your decision to arbitrate, we encourage you to raise them with an attorney who is independent of this law firm before you sign this engagement agreement.

18. Mandatory Fee Arbitration. Notwithstanding Section 17 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 16 above.

19. Internal Firm Communications. The occasion might arise for us to consult, at our expense, with our firm's own counsel (our General Counsel, other firm lawyers working with our General Counsel, or our outside counsel) regarding our engagement for you. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultations or resulting communications. You consent to such consultations, agree that our communications with our own counsel are subject to the firm's attorney-client privilege, and waive any claim of conflict of interest based on such consultations and communications. Your execution of our Engagement Letter confirms your agreement to this provision.

20. Termination. Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination. Whether you terminate our legal services or we withdraw from the representation as allowed by the Rules of Professional Conduct, you agree to pay all fees and costs incurred for our work up to the date of our termination or withdrawal.

Unless you terminate our services or we withdraw as provided in the preceding paragraph, our representation of you will be deemed concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, you agree that our attorney-client relationship with you will have been terminated if we have performed no work on your behalf for twelve consecutive months. Your obligation to pay our fees and charges will survive the conclusion of our representation.

21. Use of Technology. We use industry-standard encryption protocols to secure client data in transit and at rest. We also employ two-factor authentication and regularly update our systems to protect against potential security threats. During the course of our work together, we may exchange emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Hanson Bridgett uses certain preferred communication and collaboration tools and platforms, and we understand that clients may ask us to use other Internet-based tools or platforms (such as Dropbox, Box or Google

Drive) to share documents and other materials with us. Notwithstanding our security protocols, information sent or received over the Internet using any of these communication and collaboration tools or platforms may not be secure, and using them may place your confidences and privileges at risk. While we believe that the efficiencies involved in the use of these products or platforms outweigh the risk of accidental disclosure, we cannot guarantee the security or confidentiality of any such communication or collaboration products or platforms. Consistent with our ethical obligations, we may also use artificial intelligence ("AI") technology to better represent your interests. We will be in touch with you if we believe our proposed use of AI technology, or our use of a particular AI tool, requires additional discussion or disclosures.

22. Miscellaneous. From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Except as provided in Section 16, our agreement will be governed by California law.

23. Entire Agreement; Notice. This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.