

# Sloan Sakai

ATTORNEYS AT LAW

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March 7, 2018

John Luebberke, City Attorney  
City Attorney's Office  
425 N. El Dorado Street, 2nd Floor  
Stockton, CA 95202

**Re: Contract for Services**

Dear Mr. Luebberke:

On March 1<sup>st</sup>, 2018 the firm's name changed from Renne Sloan Holtzman Sakai ("RSHS"), to Sloan, Sakai Yeung and Wong, LLP however our federal tax number 73-1700480 remains the same. Thank you for retaining Sloan, Sakai Yeung and Wong ("Sloan Sakai"), to perform legal services for the City of Stockton. We appreciate the opportunity to continue to provide legal services to the City of Stockton.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services.

- 1. Scope of Engagement.** Upon request by the City attorney's office the firm shall provide legal and consulting services related to all facets of Labor and Employment including but not limited to advice and counsel on employment matters, legal representation in arbitrations, PERB hearings and other Court proceedings; investigation services; and advice and counsel including negotiations related to labor relations.
- 2. Fees and Personnel.** As compensation for our services, our fees for all legal work done under this agreement shall be based on the attached billing rates for the personnel performing services under this agreement (Attachment "1"). Hourly rates are subject to reasonable change, usually in January of each year.
- 3. Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and

disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

4. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.
6. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
7. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court for the County of San Francisco.
8. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
9. **Joint Representation.** Our firm maintains Of Counsel agreements with certain legal specialist. Because these individuals are deemed independent contractors under the

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applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

10. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Very truly yours,



Dania Torres Wong  
Partner



Charles Sakai  
Partner

Enclosures

cc: Billing Department

These terms are accepted and agreed to as of \_\_\_\_\_.

By: \_\_\_\_\_  
John Luebberke  
City Attorney  
City of Stockton

## ATTACHMENT 1

Public Sector Fee Schedule  
Current Rates

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$375
Associates:	\$215 - \$275
Law Clerks:	\$145
Paralegals:	\$105 - \$175
Consultants:	\$95 - \$135

These rates are reviewed and may be adjusted annually, generally in January of each year.

## ATTACHMENT 2

SLOAN SAKAI YEUNG AND WONG  
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

**Professional Fees.** Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

**Billing and Payment Procedures.** Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.