

Renne Public Law Group[®] LLP

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RECEIVED
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CITY ATTORNEY
CITY OF STOCKTON

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February 1, 2018

Via E-mail & U.S. Mail

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

Re: Engagement of Legal Services

Dear Mr. Luebberke:

As you know, Renne Public Law Group ("RPLG") commences operations effective March 1, 2018. We are excited that you will permit us to continue providing legal services on behalf of the City of Stockton ("the City"). This Legal Services Agreement becomes effective on March 1, 2018.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will handle the litigation of Hittle vs. City of Stockton, et al.; and provide general advice, representations in administrative proceedings, and other legal work in the area of labor and employment. Our work is limited to such services. When we agree to provide legal services in discrete matters, we will confirm the engagement and bill separately for such services.
2. **Fees and Personnel.** As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for this matter for attorneys, paralegals and legal assistants are attached as Attachment 1. My rate is \$385. Rates will generally be increased annually on January 1 by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.
3. I will be the partner in charge of your matter[s]. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys

and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar's Mandatory Fee Arbitration Program.

4. **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.

The Firm charges an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls, computer assisted research, and clerical services. The Firm also 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, overnight delivery and messenger services, outside copying, process servers and outside consultants. 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.

5. **Termination of Services.** You may terminate RPLG's 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.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. 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.

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.
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 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.

Very truly yours,



Arthur A. Hartinger

cc: Billing Department

These terms are accepted and agreed to as of the date of this letter.

By: _____
Print Name: _____
Title: _____

ATTACHMENT 1

PUBLIC SECTOR FEE SCHEDULE EFFECTIVE MARCH 1, 2018 TO DECEMBER 31, 2018

Partners:	\$325 - \$450
Of Counsel:	\$295 - \$395
Associates:	\$220 - \$345
Law Clerks:	\$145
Paralegals:	\$105 - \$175
Analysts:	\$95 - \$160
Consultants:	\$160 - \$350

Our rates adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.

ATTACHMENT 2

RENNE PUBLIC LAW GROUP 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.

We normally charge an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls, computer-assisted research, e-mail, postage, mileage or routine paralegal work. The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: transcription, overnight delivery, and messenger services.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.