

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Human Resources Legal Services
Specification No. CS-2023-1412BD

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as “OC San”) and Liebert Cassidy Whitmore (hereinafter referred to as “Consultant”), and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, OC San desires to obtain human resources legal services as described in Exhibit “A” attached hereto and incorporated herein by this reference (“Services”); and

WHEREAS, Consultant is qualified to provide the Services by virtue of possessing law licenses, experience, training, and expertise; and

WHEREAS, OC San desires to engage Consultant to render the Services as provided herein; and

WHEREAS, OC San selected Consultant to provide the Services in accordance with Ordinance No. OC SAN-61; and

WHEREAS, on October 25, 2023, OC San’s Board of Directors, by minute order, authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Agreement and all exhibits hereto are made by OC San and the Consultant.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Agreement.

Exhibit “A” – Scope of Work

Exhibit “B” – Statement of Qualifications and Rate Schedule

Exhibit “C” – Determined Insurance Requirement Form

Exhibit “D” – Contractor Safety Standards

Exhibit “E” – Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the exhibits hereto, the provisions in the Agreement shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of the Services by OC San.

- 1.5 Work Hours: The work required under the Agreement may include normal business hours, evenings, and weekends. All work or meetings with OC San staff shall be scheduled Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. OC San will not pay for travel time.
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The provisions of this Agreement may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Consultant shall provide the Services identified in Exhibit "A" in a competent, professional, and satisfactory manner in accordance with generally accepted industry and professional standards, including fiduciary standards, ethical practices, and standards of care and competence for its trade/profession.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Performance. Time is of the essence in the performance of the provisions hereof.

3. Agreement Term.

- 3.1 The term of this Agreement shall be for three (3) years commencing on the effective date of the Notice to Proceed.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Agreement for up to two (2) one-year periods. This Agreement may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Agreement nor to give a reason if it elects not to renew it.
- 3.3 Extensions. The term of this Agreement may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Agreement, OC San shall compensate Consultant for the reasonable time Consultant's attorneys, paralegals, and applicable administrative support staff spend on OC San matters based on the applicable hourly rates in effect at the time the work is performed. The current hourly rates for Consultant's attorneys, paralegals, and applicable administrative support staff are listed on the Rate Schedule attached hereto as Exhibit "B".
- 4.2 Adjustment. Consultant may adjust the hourly rates once every 12-month period during the first three (3) years of the Agreement. Such adjustments shall not exceed

the percentage increase in the Consumer Price Index for the Los Angeles-Orange County Metropolitan area.

4.3 **Costs and Disbursements.** OC San shall compensate Consultant for costs and disbursements Consultant incurs and pays on OC San's behalf, including filing fees, long distance telephone calls, photocopying, and computerized legal research. Such costs and disbursements shall be itemized in Consultant's invoices and shall be compensated at cost.

5. Payments and Invoicing.

5.1 OC San shall pay itemized invoices submitted monthly for work completed in accordance with Exhibit "A" and consistent with Exhibit "B" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.

5.2 Consultant shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. **Key Personnel.** Personnel, as provided in Exhibit "B," are considered "key" to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San's request. Consultant shall assign only competent personnel to perform Services under this Agreement.

7. **Ownership of Documents.** All reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San's Project Manager or designee or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San's sole risk and without liability to Consultant. Consultant shall ensure that all its contracts with its subconsultants provide for assignment to OC San of any documents or materials prepared by them.

8. Ownership of Intellectual Property.

8.1 Consultant agrees that all reports, memoranda, investigations, discipline reports, training materials, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to OC San as its sole and exclusive property.

8.2 Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San's request, Consultant agrees to assist OC San, at OC San's expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall

deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title, and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof regarding New Developments and confidential information.

8.3 Consultant warrants that Consultant will have good title to any New Developments and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.

8.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with the Services hereunder shall be delivered to and shall become the exclusive property of OC San. OC San may utilize such documents, at its own risk, for OC San's applications on other projects or extensions of this project.

9. Right to Review Services, Facilities, and Records.

9.1 OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement and Consultant agrees to cooperate to the fullest extent possible in such endeavor.

9.2 Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.

9.3 The right of OC San to review or approve procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.

10. Conflict of Interest and Reporting.

10.1 Consultant shall, at all times, avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.

10.2 Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between Consultant's families, business, or financial interest and the Services under this Agreement and in the event of change in either its private interests or Services under this Agreement, it shall raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.

11. Audit Rights. Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

12. Contractor Safety Standards and Human Resources Policies. OC San requires Consultant, its subconsultants, and its subcontractors to follow and ensure their employees follow all Federal, State, and local regulations as well as Contractor Safety Standards while working at OC San locations. If, during the course of the Agreement, it is discovered that Contractor Safety Standards do not comply with Federal, State, or local regulations, the

Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant, its subconsultants, and all of their employees shall adhere to all applicable Contractor Safety Standards in Exhibit "D" and the Human Resources Policies in Exhibit "E."

13. Insurance. Consultant and all its subconsultants shall purchase and maintain, throughout the term of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Agreement.

14. Indemnification and Hold Harmless Provision.

14.1 To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense and with legal counsel approved by OC San, which approval shall not be unreasonably withheld), protect, and hold harmless OC San and all of OC San's officers, directors, employees, consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or Consultant's fees and costs, and OC San's general and administrative expenses; individually, a "Claim"; collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by Consultant in carrying out its obligations under this Agreement to the extent of the negligent, recklessness, and/or willful misconduct of Consultant, its principals, officers, agents, employees, Consultant's suppliers, Consultant, Subconsultants, subcontractors, and/or anyone employed directly or indirectly by any of them, regardless of any contributing negligence or strict liability of an Indemnified Party. Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising solely from:

(A) the active negligence or willful misconduct of the Indemnified Parties; or

(B) a natural disaster or other act of God, such as an earthquake; or

(C) the independent action of a third party who is neither one of the Indemnified Parties nor the Consultant, nor its principal, officer, agent, employee, nor Consultant's supplier, Consultant, Subconsultant, subcontractor, nor anyone employed directly or indirectly by any of them.

14.2 Exceptions (A) through (B) above shall not apply, and Consultant shall, to the fullest extent permitted by law, indemnify the Indemnified Parties, from Claims arising from more than one cause if any such cause taken alone would otherwise result in the obligation to indemnify hereunder.

14.3 Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to OC San for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result

of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

15. Duty to Defend.

15.1 The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend shall exist regardless of any ultimate liability of Consultant and shall be consistent with Civil Code section 2782.8. Such defense obligation shall arise immediately upon presentation of a Claim by any person if, without regard to the merit of the Claim, such Claim could potentially result in an obligation to indemnify one or more Indemnified Parties, and upon written notice of such Claim being provided to Consultant. Payment to Consultant by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. In the event a final judgment, arbitration, award, order, settlement, or other final resolution expressly determines that the claim did not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, to any extent, then OC San will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such claims.

15.2 Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

16. Independent Contractor.

16.1 The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.

16.2 During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. OC San assumes no liability for Consultant's action and performance nor assumes responsibility for taxes, funds, payments, or other commitments, expressed or implied, by or for Consultant.

16.3 Consultant shall not be considered an agent of OC San for any purpose whatsoever nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract, or undertaking. Consultant shall not use OC San's name in its promotional material or for any advertising or publicity purposes without prior expressed written consent.

16.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, or holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation, and other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.

16.5 Consultant shall be obligated to pay any and all applicable Federal, State, and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages, or penalties suffered by OC San arising out of Consultant's breach of this provision.

- 16.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.
17. **Subcontracting and Assignment.** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
18. **No Solicitation of Employees.**
- 18.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following expiration or termination of this Agreement or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.
- 18.2 Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, Consultant shall pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.
19. **Confidentiality and Non-Disclosure.**
- 19.1 Consultant acknowledges that, in performing the Services hereunder, OC San may have to disclose to Consultant, orally and in writing, certain confidential information that OC San considers proprietary and has developed at great expense and effort.
- 19.2 Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret, confidential information, knowledge, or data relating to the products, process, or operation of OC San.
- 19.3 Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, or material developed or obtained by Consultant during the term of this Agreement.
- 19.4 Consultant agrees as follows:
- 19.4.1 To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.
- 19.4.2 To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

- 19.4.3 To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.
- 19.4.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 19.4.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.
20. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Consultant or to its successor, or for breach of any obligation under the terms of this Agreement.
21. **Third-Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.
22. **Applicable Laws and Regulations.** Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Consultant also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Consultant's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically included or referenced.
23. **Licenses, Permits, Ordinances, and Regulations.** Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Agreement will be paid by Consultant.
24. **Dispute Resolution.**
- 24.1 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 24.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision

and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

25. Remedies. In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the Services or repudiates its obligations under this Agreement, or if OC San rejects the Services or revokes acceptance of the Services, OC San may cancel the Agreement.

26. Termination.

26.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) through the date of termination. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost, or claim hereunder by Consultant other than for work performed through the date of termination.

26.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Agreement.

26.3 OC San may also immediately terminate this Agreement for default, in whole or in part, by written notice to Consultant:

- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
- if Consultant sells its business; or
- if Consultant breaches any of the terms of this Agreement.

26.4 All OC San's property in the possession or control of Consultant shall be returned by Consultant to OC San on demand or at the expiration or termination of this Agreement, whichever occurs first.

27. Attorney's Fees. If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

28. Waiver. The waiver by either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

29. Severability. If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

30. **Survival.** The provisions of this Agreement dealing with payment, indemnity, and forum for enforcement shall survive expiration or early termination of this Agreement.

31. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Agreement or the performance thereof.

32. **Notices.**

32.1 All notices under this Agreement must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: B. Cori Voss
 Senior Buyer
 Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, CA 92708
 bvoss@ocsan.gov

Consultant: J. Scott Tiedemann
 President
 Liebert Cassidy Whitmore
 6033 W. Century Boulevard, 5th Floor
 Los Angeles, CA 90045
 stiedemann@lcwlegal.com

32.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

33. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.

34. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

[Intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

LIEBERT CASSIDY WHITMORE

Dated: _____

By: _____
J. Scott Tiedemann
President

DO

Exhibit “A”

SCOPE OF WORK

**EXHIBIT A
SCOPE OF WORK
HUMAN RESOURCES LEGAL SERVICES
SPECIFICATION NO. CS-2023-1412BD**

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 210 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

OC San is a special district, governed by a 25-member Board of Directors. For the Fiscal Year 2022-23, OC San’s total Operating and Capital Improvement Program budget is \$476.5 million.

We employ a staff of approximately 650 employees in professional, administrative, technical, and trade occupations, managing the day-to-day activities of OC San. We have a diverse workforce in various job classifications including plant operators, mechanics, electricians, engineers, scientists, accountants, construction inspectors, among many others. Our facilities include 396 miles of sewer pipes, located throughout the county, and two treatment plants (one in Fountain Valley, CA and the other in Huntington Beach, CA) where wastewater is treated in accordance with strict state and federal standards. A future Headquarters Complex building to house OC San’s administrative support departments is slated for completion in early 2024.

Our employees are on duty protecting public health and the environment by ensuring the sewer system operates efficiently 24 hours a day, seven days a week, and 365 days a year. We take pride in providing quality service to our ratepayers.

1 PURPOSE

OC San’s Human Resources Department is seeking Statements of Qualifications from qualified labor and employment legal firm(s) (hereinafter referred to as “Consultant(s)”) to provide a full range of legal services on human resources matters, specifically employment and labor law matters, on an as-needed basis. Proposals are solicited in accordance with the terms, conditions, and instructions set forth in the Request for Qualifications (RFQ).

OC San intends to receive and evaluate Statements of Qualifications from Consultants and enter into a Professional Services Agreement(s) (Agreement) for the general legal services to be provided to the Human Resources Department on an as-needed basis. OC San expects the Consultants providing legal services to be service-oriented, actively involved in the business of OC San, creative in finding solutions to employment and labor matters, proactive in assisting OC San officials and staff mitigate risk and avoid legal pitfalls, and tenacious in defending against claims and lawsuits.

OC San intends to award one Agreement to a primary firm and one or more Agreements to secondary firm(s) to provide legal services that the primary firm may not provide.

2 BACKGROUND

The Human Resources Department is a full-service centralized department, comprised of 27 human resources and safety staff, who serve as a strategic partner to all OC San departments on employment, labor, and safety and health issues. There are three (3) main functional areas including HR Operations, Employee and Labor Relations, and Risk Management. Together, these three groups are responsible for managing OC San's human capital, developing and administering programs to attract and retain top talent, and ensuring the health and safety of our workforce, while also ensuring compliance with employment laws and regulations.

The HR Operations team develops and implements policies and procedures, and administers all employee programs, including health benefits, recruitment and selection, internships, workforce planning, training and development, classification and compensation, rideshare, and employee recognition.

The Employee and Labor Relations team administers the labor negotiations process, employment claims, and grievances; and helps manage the employee and employer relationship through coaching and routine training on all personnel policies and employment laws, conflict resolution strategies, and problem solving. The team also handles performance management, leave administration, workplace investigations, disciplinary actions, and workers' compensation. HR staff partners with management to address performance and disciplinary issues at the onset and provides expert advice on personnel actions.

Approximately 94% of our employment base is represented by one of the three (3) unions which are comprised of six (6) separate bargaining units. The Supervisor and Professional Management Group (SPMG) represents professional and supervisory staff; the Orange County Employees Association (OCEA) represents clerical, administrative, and technical staff; and the International Union of Operating Engineers Local 501 (Local 501) represents the trades staff. The remaining 6% of our employee base is unrepresented and is in the confidential group or human resources, management, and executive management groups.

Public employees with property interests in their jobs are entitled to due process and require public employers, like OC San, to closely adhere to procedural requirements involving any disciplinary action that adversely affects the employee's property interest.

3 DESCRIPTION

Through this RFQ, OC San seeks qualified labor and employment legal firms with local offices to act as OC San's outside counsel to provide legal advice and defense on all human resources matters, including, but not limited to, employment and labor law; collective bargaining; disciplinary actions, investigations, claims, grievances, mediations, and arbitrations; and other legal advisory services on an as-needed basis, depending on the needs of OC San.

OC San may continue to employ attorneys who leave a firm selected under this RFQ to complete any matters that are pending at the time the attorney leaves the employment of the firm, and OC San may continue to work with such attorney in new matters. Firms selected under this RFQ shall cooperate in this respect.

OC San may also hire attorneys outside this procurement when a legal matter requires specialized knowledge, experience, or capacity that the firms selected through this RFQ do not possess. This RFQ does not entitle any selected firm to obtain actual assignments from OC San. Whether or not a selected firm is given assignments depends on the nature of the matter, the qualifications of the selected firms, and the needs of OC San.

OC San seeks legal services from qualified labor and employment legal firm(s) with expertise in the areas of law detailed in section 4.3 Areas of Law, below. The services shall be provided under the direction of OC San's Director of Human Resources or designee. Consultant shall be retained and compensated in accordance with the fee schedule attached to the Agreement. OC San reserves the right not to accept all terms of the fee schedule submitted by Consultant(s).

Unless a conflict of interest exists, Consultant shall manage all existing and future employee relations matters occurring during the Agreement period.

4 WORK ELEMENTS

4.1 GENERAL

- 4.1.1 Consultant shall adhere to the highest standards of fiscal responsibility and accountability.
- 4.1.2 Consultant shall provide quality service that meet the needs of OC San. This should be achieved through the Consultant's experienced legal team, who shall demonstrate proficiency in the areas of law specified in section 4.3 Areas of Law, below; efficient use of workforce; material resources; and technology to deliver the requested services.

4.2 QUALIFICATIONS AND KEY SERVICE AREAS

- 4.2.1 Consultant and its attorneys must possess all active licenses and registrations necessary to practice law in the State of California.
- 4.2.2 Consultant shall have prior experience and references in the areas of law specified in section 4.3, Areas of Law, below, and the staff availability to meet OC San's needs in a timely manner.
- 4.2.3 Consultant shall have experience providing expert counsel in all public sector HR programs and activities listed herein:
 - 4.2.3.1 Employee and Labor Relations – public sector employee and employer rights, obligations, and protections, including, but not limited to, due process rights; management rights; how to prevent and resolve employee claims and issues involving violations of law (e.g., harassment, discrimination, retaliation, etc.) and/or violations of the

organization's policies (e.g., attendance, ethics, insubordination, rules of conduct, substance abuse, vehicle usage, etc.); personnel investigations and disciplinary actions; conflict resolution strategies; and administration of labor relations, including grievance and problem solving procedures, meet and confer obligations, and Memorandum of Understanding and policy interpretation.

4.2.3.2 Benefits and Public Sector Retirement – issues pertaining to administration of employee health and welfare benefits and defined benefit and contribution plans, including knowledge of pertinent laws and regulations such as HIPAA, IRS Code, County Employees Retirement Law of 1937 ('37 Act), etc.

4.2.3.3 Recruitment and Selection – issues pertaining to the organization's hiring practices, violations of law (i.e., discrimination under Title VII), independent contractor rules, and Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA) compliance.

4.2.3.4 Training and Development – issues pertaining to Federal and State mandated training including, but not limited to, sexual harassment training and other employment laws.

4.2.3.5 Classification and Compensation – issues pertaining to public sector classification and compensation systems, Fair Labor Standards Act (FLSA), Equal Pay Act, California Labor Code and Wage Orders, and other relevant laws.

4.2.3.6 Performance Management – issues pertaining to performance matters that escalate to disciplinary actions, performance improvement plans, and probationary releases.

4.2.3.7 Workers' Compensation – general knowledge of workers' compensation and potential impacts on employment claims, litigation, and settlements.

4.2.3.8 Safety and Health – issues pertaining to the implementation of safety and health programs and protocols and compliance with Cal/OSHA.

4.2.4 Consultant shall provide legal advice, counsel, and defense in the following key service areas:

4.2.4.1 General employment and labor law consulting and assistance regarding all public sector HR programs and activities in section 4.2.3, above, including, but not limited to:

4.2.4.1.1 Investigations regarding employee misconduct, alleged violations of law or noncompliance with OC San's policies and procedures, and advising on disciplinary actions and reviewing disciplinary documentation in adherence with procedural requirements and public employee due process rights.

- 4.2.4.1.2 Employment claims, grievances, complaints, labor disputes, and labor bargaining under the Meyers-Milias Brown Act.
- 4.2.4.2 Perform legal research and provide legal opinions as requested;
- 4.2.4.3 Attend OC San Committee and Board meetings as requested and provide updates and/or legal advice during the meetings;
- 4.2.4.4 Draft, review, evaluate, analyze, revise, and recommend changes to policies and procedures, contracts, Memoranda of Understanding, and existing or proposed resolutions based on updates in the law or HR best practices;
- 4.2.4.5 Represent OC San in hearings involving disciplinary actions;
- 4.2.4.6 Handle all aspects of assigned cases/claims including investigation, pleading preparation, discovery, law and motion, court appearances, settlement negotiations, legal research, witness preparation, and trials for tort defense, writ actions, appellate work, civil rights actions, administrative actions, employee grievances, and enforcement of OC San's rules;
- 4.2.4.7 Inform and advise OC San regarding pending State/Federal legislation, amendments to current State/Federal legislation, and case law related to the areas of law in section 4.3. Areas of Law, below.

4.3 AREAS OF LAW

- 4.3.1 Public Sector Labor Law: Collective bargaining negotiations; arbitration of labor disputes, laws, and regulations governing personnel matters, such as, pension reform, family leave, alcohol and drug testing, FLSA, Occupational Health and Safety Administration (OSHA), and ADA; and Department of Industrial Relations procedures and labor bargaining under the Meyers-Milias Brown Act.
- 4.3.2 Employment Law/Civil Rights Litigation: Internal employment investigations; grievances and complaints before the Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department; Disadvantaged Business/Woman Owned Business Enterprise Programs; ADA; Title VII; Title VI; the interplay between the above and workers' compensation, Family Medical Leave Act (FMLA), FLSA, and similar laws; and litigation of these matters, especially Title VII and 42 USC § 1983 claims.
- 4.3.3 Pension and Benefits Law: Retirement plans, the '37 Act, deferred compensation, health plans and benefits, other post-employment benefits, and federal and state tax laws relating thereto.
- 4.3.4 Regulatory Law: Federal and State statutory and regulatory framework, including, but not limited to, OSHA compliance, California and Federal Labor Codes, and Department of Industrial Relations rules and regulations (including jurisdictional issues).

4.4 OTHER SERVICES

Consultant may propose other services, in addition to the services specified herein. If such services involve additional charges, Consultant shall fully disclose the basis for the charges. OC San retains the right to reject any additional services proposed. OC San also reserves the right to request that Consultant provide additional services at a fee during the Agreement period, and if Consultant is unable to provide such services in a manner acceptable to OC San, OC San retains the right to identify an alternate service provider and obtain the services.

5 DELIVERABLES

5.1 INVOICES

5.1.1 Consultant shall issue detailed monthly invoices to OC San, which shall include a detailed description of services, date(s) of service, billed hours, hourly rate, attorney's name, and details regarding any additional costs incurred.

5.1.2 OC San makes no commitment or guarantee as to the services that may be requested or billable hours to be worked by Consultant.

5.2 REPORTS

5.2.1 Consultant shall prepare and submit to OC San monthly reports concerning the outcome of Consultant's performance of the services rendered, and as requested.

5.2.2 Consultant shall provide ongoing written status updates to the Director of Human Resources or designee on all litigated matters, and as requested.

5.3 MEETINGS

5.3.1 Consultant shall attend quarterly meetings with OC San's Director of Human Resources or designee to review current status of open tasks.

5.3.2 Consultant shall attend OC San's Committee and Board meetings as requested and provide updates and/or legal advice during the meetings.

Exhibit “B”

Statement of Qualifications and Rate Schedule

August 8, 2023

PLANETBIDS

B. Cori Voss
Contracts, Purchasing & Materials Management
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Re: *RFQ Human Resources Legal Services Specification No. CS-2023-1412BD*

B. Cori Voss

Thank you for including Liebert Cassidy Whitmore (LCW) in your search for Human Resources Legal Services. We appreciate our long standing relationship with the District and welcome the opportunity to provide services in this area.

Identification of Respondent

LCW is known for the breadth and depth of our expertise in representing cities, counties and special districts throughout California for more than 40 years. As the largest public sector labor and employment firm in California, we have the deepest bench of attorneys in the field and the resources to tackle both large and varied assignments. We are proud of the depth of our experience, our diverse staff, and the array of skills LCW offers our clients.

Liebert Cassidy Whitmore is a California-based corporation located at:

6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
Phone: (310) 981-2000

Proposed Working Relationship

The items outlined in the Scope of Work are all areas that LCW can handle without the use of subconsultants.

B. Cori Voss

Re: RFQ Human Resources Legal Services Specification No. CS-2023-1412BD

August 8, 2023

Page 2

Contact Person

Should the District have any questions during the evaluation process, they may contact me or Cynthia Weldon, Director of Marketing. Our address is the same as the firm's address above, and my phone number is (310) 981-2022 and Cynthia's phone number is (310) 981-2055.

Duration of Offer

Our response remains valid for 6 months from the submittal date of August 9, 2023.

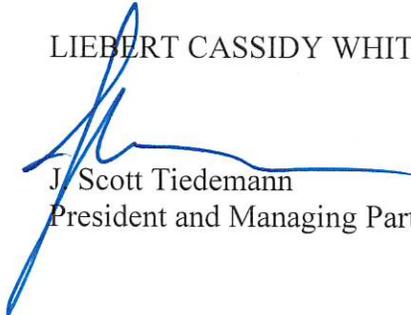
Authorized Representative

As President, I, Scott Tiedemann, am authorized to bind the firm to this proposal.

If we can provide additional information, please contact me at (310) 981-2022 or stiedemann@lcwlegal.com or Cynthia at (310) 981-2055 or cweldon@lcwlegal.com.

Very truly yours,

LIEBERT CASSIDY WHITMORE



J. Scott Tiedemann
President and Managing Partner

JST:csw

Technical Response

Qualifications of Firm

Profile of Firm

LCW is a public sector labor and employment law firm that offers advice and counsel, negotiations, administrative hearing and litigation defense, appellate work, and workplace investigations and/or assistance. We are experts in every public sector employment law and regulation and we provide public employers training in a wide variety of employment law training topics.

LCW is a 2000 merger of Liebert Cassidy and Frierson (established 1980) and Whitmore, Johnson & Bolanos (established 1991). Since 1980, our founding partners have been practicing public sector labor and employment law through the predecessors to these firms. LCW is a California corporation owned equally by 18 individuals. We have no parent or affiliated companies or firms.

LCW has a total of 205 employees, including 103 attorneys, who work in offices located in Los Angeles, San Diego, San Francisco, Fresno, and Sacramento. We have proposed a team of attorneys from our Los Angeles and San Diego Offices. Members of these offices routinely work with agencies in Orange County.

Los Angeles:

6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
Phone: 310.981.2000
Fax: 310.337.0837

San Diego:

550 West C Street, Suite 620
San Diego, CA 92101
Phone: 619.481.5900
Fax: 619.446.0015

San Francisco:

135 Main Street, 7th Floor
San Francisco, CA 94105
Phone: 415.512.3000
Fax: 415.856.0306

Sacramento:

400 Capitol Mall, Suite 1260
Sacramento, CA 95814
Phone: 916.584.7000
Fax: 916.584.7083

Fresno:

5250 N. Palm Avenue, Suite 310
Fresno, CA 93704
Phone: 559.256.7800
Fax: 559.449.4535

Firm's Financial Condition

The Firm is in sound financial health and there are no conditions (e.g. bankruptcy, pending litigation, planned office closures or impending mergers) that would impede our ability to complete the Scope of Work.

Firm's Experience

LCW's practice is comprised entirely of labor and employment law for governmental, educational and nonprofit entities. We have been serving public sector clients throughout our history.

LCW's core practice areas of law include the following:

- **Federal and California Employment Discrimination, Harassment, Retaliation, and Civil Rights Laws:** Title VII of the Civil Rights Act of 1964; Age Discrimination in Employment Act (ADEA); Americans with Disabilities Act (ADA); Federal Civil Rights Acts (§ 1981 and § 1983 claims); and the California Fair Employment and Housing Act (FEHA), and the interplay of disability discrimination laws with workers' compensation law.
- **Public Sector Labor Laws and Procedures:** The Meyers-Milias-Brown Act (MMBA) and labor relations procedures before the Public Employment Relations Board (PERB), including unfair practice charges, factfinding, and strike preparations and injunctions.
- **Whistleblower /Anti-Retaliation Laws:** Government Code section 12940, prohibiting retaliation for reporting harassment or discrimination; Labor Code section 232.5, prohibiting discrimination against an employee who discloses workplace information; Labor Code section 1102.5, prohibiting discrimination against an employee who discloses alleged violations of law to a governmental agency; and Labor Code section 6310, prohibiting discrimination for filing a workers' compensation claims.
- **General Employee Relations, Due Process, and Disciplinary Actions:** HR Practices; alcohol and drug testing; Personnel Rules; Maintenance of Personnel Files; Employee Discipline; *Skelly* Hearings; *Lubey* Rights; and *Weingarten* Rights. Our public sector clients are also subject to the dictates of the State and U.S. Constitutions, including procedural substantive due process, equal protection, First Amendment and privacy rights, and the Fourth Amendment's protection against unreasonable searches, all of which are bases for employment related claims.
- **Public Employee Retirement/Pension Laws:** Public Employees' Retirement System (PERS); California Public Employees' Pension Reform Act of 2013 (PEPRA); District Employees' Retirement Act ("1937 Act"); and addressing service and disability retirements and eligibility for benefits under these programs.
- **Health and Welfare Benefits:** All aspects of employee health, medical and welfare benefits, including the complex and evolving Affordable Care Act, HIPAA, compliance with the PEMHCA (a.k.a. CalPERS medical), OSHA regulations; health reimbursement accounts, health and welfare benefits for elected officials, vesting of retiree health benefits, and structuring and modifying benefits for retirees, current employees, and future employees in order to manage the cost of benefits.

- **Federal and California Wage and Hour Laws:** The Fair Labor Standards Act (FLSA) and California’s Labor Code and Wage Orders. Our role as a leading public sector FLSA firm began immediately following the U.S. Supreme Court decision in *Garcia v. San Antonio Metropolitan Transit Authority* in 1985, which applied the FLSA to public agencies. We have advised on issues including the regular rate of pay, donning and doffing, *di minimus* time, overtime calculations, and overtime exemption analysis to name a few. We author a book on the FLSA for the public sector that is widely recognized as “the source” for public sector employers. Our attorneys have written hundreds of opinion letters and have also defended clients during U.S. Department of Labor audits into wage and hour issues. We also assist agencies with the design and modification of payroll systems to achieve full compliance with wage and hour laws. We conduct FLSA audits for our clients that identify compliance issues and recommend practical solutions.
- **Leave of Absence Laws:** Family and Medical Care Leave Acts (FMLA); California Family Rights Act (CFRA); Pregnancy Disability Leave (PDL); Military Leaves of Absence (USERRA and California Military & Veterans Code); Covid-19 leaves; OSHA regulations; Workers’ Compensation; and other California Statutory Leaves of Absence (Paid Sick Leave, Jury Duty, Witness Leave, Domestic Violence Leave, and Victims of Crime Leave).
- **Unemployment Issues:** LCW provides advice and counsel in regards to unemployment compensation. We advise on benefit and eligibility issues as well as the claims process. We have assisted agencies during the administrative appeals process and have represented our clients in unemployment compensation hearings.

Subconsultants

We do not plan to utilize any subconsultants in the execution of this contract.

References

Angela Lopez, Executive Director Human Resources
City of Ontario
200 North Cherry Avenue, Ontario CA 91764
(909) 395-2435
aclopez@ontarioca.gov

Aymee Martin, Assistant Director of Human Resources
City of Glendale
613 East Broadway, Room 100, Glendale CA 91206
(818) 548-2165
amartin@glendaleca.gov

Ian Morgan, Human Resources Manager
Moulton Niguel Water District

P.O. Box 30203, Laguna Niguel CA 92607
(949) 448-4053
imorgan@mnwd.com

Diane Strickfaden, Human Resources Director
City of Redondo Beach
415 Diamond Street Redondo Beach, CA 90277
(310) 318-0659
diane.strickfaden@redondo.org

Tommi Ng, Assistant Director of Human Resources/Risk Management
City of Redlands
35 Cajon Street Suite 10 Redlands CA 92373
(909) 798-7679
tng@cityofredlands.org

Staff Qualifications

We are delighted to introduce in greater detail the attorney team that we have assembled for the District. This team includes attorneys who have already formed successful partnerships with the District through their excellent work: Partners Elizabeth Arce, Steve Berliner, Heather DeBlanc, Laura Drottz Kalty and Danny Yoo, Senior Counsel Stephanie Lowe; and Associate Attorneys Jolina Abrena, Nick Grether, Viddell (Lee) Heard, John LaCrosse, Marek Pienkos, and Alexander Volberding. We summarize the qualifications of each of these attorneys below and have attached their full bios.



Elizabeth Arce, Partner, Los Angeles Office
Key Personnel

JD, St. John's University School of Law, Jamaica, New York
BA, University of Southern California

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, training and development, classification and compensation, performance management

Liz is an accomplished advocate with experience litigating a wide array of labor and employment cases in state and federal trial and appellate courts. Liz has successfully represented employers in matters ranging from single plaintiff lawsuits to wage and hour class and collective actions. Her litigation experience includes numerous successful summary judgment motions, defeating class certification, and decertifying collective actions. Liz's litigation practice also includes handling matters in arbitration and before administrative agencies where she has been effective at obtaining favorable results for the firm's clients.

When she is not defending litigation matters, Liz advises employers on a wide range of diverse employment matters such as wage and hour, disability accommodations, public safety, employee discipline, disability retirements, and anti-discrimination, harassment and retaliation laws. At the center of her employment counseling practice is auditing employer policies and practices for compliance with wage and hour laws such as the Fair Labor Standards Act.



Steve Berliner, Partner, Los Angeles Office

Key Personnel

JD, University of California, Los Angeles School of Law

BA, State University of New York at Binghamton

Areas of Scope of Expertise: employee and labor relations, benefits and public sector retirement, recruitment and selection, training and development, performance management

Steve is the Chair of the firm's Retirement, Benefits and Disability Practice Group and works to ensure that our firm stays on the cutting edge of the law related to these important areas. He has an extensive labor relations practice and unparalleled retirement law expertise. Steve has acted as chief negotiator for many public agencies in labor negotiations with their employee groups, helping them reduce payroll and other costs. He also advises clients on contract interpretation issues and represents clients in grievance matters and is frequently called on to assist agencies in times of fiscal crisis.

Of particular importance to many agencies is reducing pension and retiree medical costs. Steve has successfully negotiated changes to agencies' arrangements with public employees that resulted in employees paying a greater share of the cost for these benefits and other cost savings. Steve is a prolific speaker and speaks at conferences throughout the state on public retirement issues.

Steve has renowned expertise in the area of public agency retirement laws and vested rights. His extensive experience allows him to be ahead of the curve in spotting issues and trends in retirement law. This experience and his ability to describe issues in plain language helps clients plan and budget for changes.



Heather DeBlanc, Partner, Los Angeles Office

Key Personnel

JD, Pepperdine University School of Law

BA, University of California, Santa Barbara

Areas of Scope of Expertise: employee and labor relations, benefits and public sector retirement, workers' compensation

Heather serves on the firm's Executive Committee of the Retirement, Benefits and Disability Practice Group and serves as the lead partner in both Affordable Care Act and Section 125 Plans practice. Heather has prominent expertise advising employers on benefits, including advising clients on compliance with Section 125 plans, cash-in-lieu options, the Affordable Care Act (ACA), health reimbursement arrangements, flexible spending accounts, and fringe benefits.

Heather's specialized knowledge under the ACA includes, the employer shared responsibility provisions, affordability calculations, health flex contributions, cash-in-lieu, penalties, reporting and notice requirements, non-discrimination provisions, appeals procedures for challenging exchange subsidy determinations and IRS penalties. She provides clients with assistance revising policies and procedures and adopting resolutions or plans to implement this law. She advises on collective bargaining language and changes needed to existing eligibility provisions in line with the ACA. She regularly provides training to clients on best practices for compliance.

Heather's employment experience includes handling issues relating to hiring, terminations, discrimination, and administrative hearings related to disciplinary actions.



Laura Drottz Kalty, Partner, Los Angeles Office
Key Personnel

JD, Northwestern School of Law of Lewis and Clark College
BA, Loyola Marymount University

Areas of Scope Expertise: employee and labor relations, recruitment and selection, training and development, performance management

Laura's practice focuses on labor negotiations, advice and counsel on all facets of employment law, investigations and discipline. Laura provides a full range of legal services, beginning with a focus on prevention and education through training, continuing with daily advice and counsel and collective bargaining negotiations, and when necessary, vigorous defense in litigation and discipline appeals.



Danny Yoo, Partner, Los Angeles Office
Key Personnel

JD, Loyola Law School, Los Angeles
BS, University of California, Berkeley

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, training and development, classification and compensation, performance management, workers' compensation

Danny represents public agency clients in all facets of labor and employment law. He regularly provides advice to clients on the evaluation and discipline

of employees and disability interactive process. Danny assists clients in updating rules and policies, including drug testing policies, leave policies, disability retirement procedures, and personnel rules.

As a litigator, he has successfully represented clients in administrative appeal hearings of employee discipline. He has also litigated on behalf of clients in state and federal court, both at the trial and appellate level. Danny's litigation matters include wage and hour, discrimination, and employee discipline cases.



Stephanie Lowe, Senior Counsel, San Diego Office

JD, UC College of the Law, San Francisco (Formerly UC Hastings)

BA, University of California, Los Angeles

Areas of Scope of Expertise: employee and labor relations, benefits and public sector retirement, recruitment and selection, training and development, classification and compensation, performance management

Stephanie provides representation and legal counsel to public entities in matters pertaining to employment and labor law. Stephanie's practice focuses on advising clients on employee benefits, Affordable Care Act compliance, and Section 125 cafeteria plan administration. This includes legal counsel on the ACA's employer shared responsibility provisions, affordability calculations, health flex contributions, cash-in-lieu, penalties, reporting and notice requirements, and non-discrimination provisions. Stephanie represents public entities in challenging IRS penalties related to health benefits. She provides clients with assistance revising Section 125 plan documents, policies, and procedures related to benefits. She advises on collective bargaining language and changes needed to existing eligibility provisions in line with the ACA.

Stephanie also has extensive experience advising employers throughout the state on job-protected leaves such as California's Paid Sick Leave, Family and Medical Leave Act, and California Family Rights Act. Stephanie regularly advises employers each step of the way during the disability interactive process. Stephanie also has an extensive wage and hour practice and litigates wage and hour disputes.



Jolina Abrena, Associate, Los Angeles Office

JD, Loyola Law School, Los Angeles

MD, California College of Podiatric Medicine

BA, University of California, San Diego

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, performance management

An experienced litigator, Jolina has extensive experience in all aspects of the litigation process, including trials and giving oral argument before the

California Courts of Appeal. She represents clients at administrative hearings, and advises them about compliance with employment discrimination laws, the Fair Labor Standards Act, California Labor Code, the Meyers-Milias-Brown Act, and the Peace Officers Bill of Rights Act. Jolina represents public agencies with respect to charges filed with the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, and the California Labor Commissioner, and in audits conducted by the U.S. Department of Labor.



Nicholas Grether, Associate, Los Angeles Office

JD, University of the Pacific, McGeorge School of Law

BA, Washington State University

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, training and development, performance management

Nick has devoted his legal career to providing labor and employment advice and representation to California's public and private employers. As a litigator, Nick has represented dozens of clients in arbitration, as well as in state and federal court, concerning alleged violations of employment laws. He has litigated cases involving California's Fair Employment and Housing Act (FEHA), Labor Code, IWC Wage Orders, and the Private Attorneys General Act (PAGA), regarding harassment, discrimination, retaliation, reasonable accommodations, the interactive process, meal and rest breaks, unpaid overtime, and improper wage statements. Nick is experienced in all phases of litigation and has represented clients in trials and arbitrations.

Nick brings his litigation expertise to proactively assist clients through advice and counsel on day-to-day matters as well as assisting them with policy review and update and legislative tracking. Nick also conducts sexual harassment training, workplace investigations, and presented annual employment law updates.



Viddell (Lee) Heard, Associate, Los Angeles Office

JD, University of California, Los Angeles School of Law

BA, University of California, Davis

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, training and development, performance management, safety and health

Lee represents clients in matters pertaining to labor and employment law. An experienced litigator, Lee has extensive knowledge in all aspects of the litigation process, including trials and appeals. Lee has over 25 years of trial and arbitration experience. In addition to his litigation practice, Lee is an enthusiastic presenter and conducts internal and external trainings – providing insightful dialogue on topics he has mastered through his career.



John LaCrosse, Associate, San Diego Office

JD, University of San Diego School of Law

BS, Villanova University

Areas of Scope of Expertise: employee and labor relations, benefits and public sector retirement, recruitment and selection, training and development, performance management

John assists clients with matters including labor and employment. In addition to his advice and counsel practice, John is a litigator with experience in all aspects of the discovery process, including interviewing witnesses, and regularly conducts extensive and in-depth research. Prior to joining LCW, John worked at the San Diego Office of County Counsel, Office of The California Attorney General, and the Office of The United States Attorney where he assisted in upholding the defense of civil suits in state and federal court.



Marek Pienkos, Associate, San Diego Office

JD, The Ohio State University College of Law

BA, Fordham University

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, training and development, performance management

Marek provides representation and counsel to clients on labor and employment matters. Marek has extensive litigation experience representing employers with respect to claims of discrimination, retaliation, wrongful termination, harassment, and wage and hour violations. He is experienced in all phases of litigation, including developing aggressive responsive pleading strategies, pursuing strategic discovery, motion work and preparing for trial. Marek is also well versed in resolving litigation through informal resolution strategies including direct settlement negotiations and mediations. In addition, Marek has represented clients in hearings before administrative bodies, including the Equal Employment Opportunity Commission and State Personnel Board.

Prior to transitioning to the private sector, Marek served as a Senior Law Clerk in the Civil Division of the Office of San Diego City Attorney where he worked to defend legal actions against the City.



Alex Volberding, Associate, Los Angeles Office

JD, University of California, Los Angeles School of Law

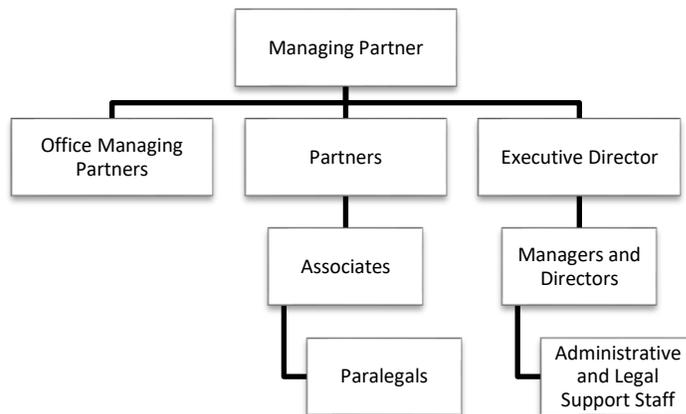
BA, Pomona College

Areas of Scope of Expertise: employee and labor relations, recruitment and selection, training and development, performance management, safety and health

Alex is a member of the firm’s Labor Relations practice group. His professional experience in labor law and labor relations is both broad and deep, and he regularly advises clients on matters relating to the National Labor Relation Act (“NLRA”), the Meyers-Milias-Brown-Act (“MMBA”), and other labor laws. Alex is well-versed in bargaining strategy and tactics and negotiates collective bargaining agreements, including Project Labor Agreements (“PLAs”), on behalf of public agency clients. When he is not bargaining, Alex advises and counsels public agency clients on a wide range of labor relations matters from meet and confer obligations to factfindings to employee strikes. Alex regularly appears at and advocates for clients in administrative proceedings and in arbitrations.

Alex serves a lead role in the firm’s workplace health and safety work, including on the firm’s COVID-19 Strike Team. In this capacity, Alex monitors federal and state laws and public health guidance, develops policies and practices that comply with relevant law, advises and counsels clients on such matters, and defends clients against alleged statutory and regulatory violations.

Organization Chart



Availability of Key Personnel

The Key Personnel identified above will be available to the District for the duration of the contract period. We will not remove or replace any Key Personnel without the prior written concurrence of the District.

Understanding of Work and Proposed Execution of Work

We understand that the District is seeking proposals for as-needed legal counsel to provide a full range of legal services on human resources matters. LCW has been honored to assist the District in many of these areas and welcomes the opportunity to expand our relationship. Below we identify our approach for each requested area of service. We have included above the proposed team members.

Approach

Our approach to each of the areas of law is very similar. We define these here for brevity and include any unique areas of approach under each category.

Advice and Counsel: As a matter of course, we always have at least two attorneys familiar with each client matter. This team approach allows for a timely response to any issue that may arise. We respond to telephone calls the same day they are received. Additionally, there is always a partner available to respond to any immediate needs our clients have. We are a proactive firm and believe in assisting our clients to avoid problems and disputes before they arise, when possible.

Some of the deliverables for this work would include written opinion letter, a redlined personnel rule update, a revised policy, a review and suggested edits to a disciplinary document, an investigation report, or an FLSA audit report.

Because our labor and employment practice is limited to the representation of public agencies and nonprofits, we can ensure efficient and cost-effective service. We share briefs, motions, points and authorities, research memos and opinion letters so that we do not waste our clients' money. We always provide the most updated briefs and legal arguments, however, because of our statewide presence and our several attorney practice groups, LCW attorneys know all the changes in the law, regulations, and legal trends.

Litigation: At the outset of the litigation, LCW provides a detailed case analysis and plan outlining the initial case strategy, and communicates regularly with our clients on the execution of the plan.

We also create a detailed budget for each phase of the litigation and review and update this budget at regular intervals and discuss any necessary changes with the client. LCW carefully tracks and manages legal costs to ensure that our clients receive the most effective and cost-efficient representation. The firm employs the latest time-management software to ensure our attorneys are tracking and recording time spent on legal matters. Partners of the firm and the firm's Litigation Manager also review all billings monthly to ensure that the billings are appropriate and accurate and in line with the proposed budget.

Some of the deliverables for our litigation work are: briefs; discovery responses; oral arguments and witness examination.

4.2.3.1. Employee and Labor Relations

Assigned Attorneys: All proposed attorneys can assist in this area.

Approach to items unique in this section include:

Grievance Arbitration: Generally, our work in this area would include the following:

- Review applicable agency personnel rules; applicable MOU, grievance documents, and advise appropriate agency personnel.
- Prepare, review, and/or edit grievance responses when requested.
- Represent our client in grievances which go to arbitration pursuant to personnel rules and applicable MOU.
- Prepare witnesses for grievance arbitration.
- Prepare direct and cross examination and exhibit books for grievance arbitration.
- If necessary, prepare pre-hearing brief.
- Present the case in arbitration.
- If necessary, prepare post hearing brief.

Negotiations: We pride ourselves on tailoring negotiations services our to clients' needs and priorities. Our negotiations services generally include the following:

- Meet with agency staff and/or governing officials before negotiations to: better understand (and perhaps formulate) the agency's goals and objectives; address the potential bargaining issues; and learn the financial/political limitations upon reaching those goals and objectives.
- Provide leadership in formulating the strategies to be used in meeting our client's goals and objectives at the bargaining table. (This may include asking that various agency negotiation team members or resource personnel prepare budget presentations, detailed cost/revenue analyses or other financial/bargaining group demographic data during negotiations).
- Review the MOU for legal compliance and to improve the clarity of content, including the preparation of proposals and contract language.
- Conduct and/or oversee compensation studies (and when necessary classification reviews) to gather the data necessary to assess market comparability.
- Review and analyze all pertinent charter provisions, ordinances, rules and regulations, and existing memoranda of understanding, to ensure the goals and objectives are in compliance within our client's existing framework.
- Act as principal spokesperson and strategist during the bargaining process.
- Participate in closed sessions to provide guidance to and receive direction from elected officials.
- Represent the City at impasse proceedings (including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by our client's employee relations ordinance.)

Investigations: Our attorneys regularly conduct workplace investigations and are also available to assist with investigations that would be appropriately conducted in-house and do not require an impartial investigator. If the nature of the allegations requires the services of an independent outside investigator, we supervise that process to ensure that the investigative process is conducted appropriately.

We handle investigations of employment and personnel issues including employee misconduct, hostile environment, discrimination, retaliation, ethics violations, whistle-blowing, financial improprieties, ethics violations and discipline-related issues. We have investigated alleged wrongdoing on the part of employees, board members and high-ranking officials. We have extensive expertise in dealing with both cooperative and combative witnesses. We often work with computer and other forensic experts in the gathering and analysis of evidence.

The firm's attorneys have conducted or have overseen hundreds of investigations since our inception in 1980. We conduct or oversee investigations involving the full range of workplace issues. We also specialize in complex and sensitive investigations involving high-ranking officials and high-profile incidents.

Our Investigations Practice Group is comprised of attorneys with experience and skill in conducting interviews, establishing rapport with witnesses, making credibility assessments, factual analyses, evidence gathering, and report writing: skills that are necessary to conduct accurate, effective, and defensible investigations. Our investigators have interviewed hundreds of witnesses, complainants and respondents. Most of our investigators are also experienced litigators who know the significance of an investigation report in preparing for civil litigation.

4.2.3.2 Benefits and Public Sector Retirement

Our approach to advice, counsel and representation is outlined at the beginning of this section. We note for this section that we are not tax attorneys and would advise the district to use tax counsel for these areas.

Attorneys assigned to this area include: Steve Berliner, Heather DeBlanc, Stephanie Lowe and John LaCrosse

4.2.3.3 Recruitment and Selection

All proposed attorneys can assist in this area.

Our approach to advice, counsel and representation is outlined at the beginning of this section.

4.2.3.4 Training and Development

All proposed attorneys can assist in this area.

We provide more than 900 workshops annually across the state for public entities. As a member of our Orange County Employment Relations Consortium, the District receives 6 days of group training as well as the ability to attend other consortium workshops throughout the state. The District also received unlimited, complimentary telephone consultation through the consortium hotline service. Simply call any of our offices or email your question to AskLCW@lcwlegal.com.

In addition to our Consortium workshops, we also provide customized training for individual agencies. Customized training includes the incorporation of your policies and procedures, as well as an original set of materials for your reproduction. To request customized training contact Anna Sanzone-Ortiz at asanzone-ortiz@lcwlegal.com.

4.2.3.5 Classification and Compensation

Proposed attorneys who can assist in this area include: Liz Arce, Laura Drottz Kalty, Danny Yoo, Stephanie Lowe and Jolina Abrena.

The approach to advice, counsel and litigation portion of this section is outlined above. This section also potentially includes the auditing of current practices. We include a sample approach below, which is similar to any audit we conduct:

We perform the following tasks as part of the Regular Rate Audit:

- Review all written documentation relating to the Agency's FLSA compliance including labor agreements/MOU's, personnel rules, payroll policies, and previous audits (if applicable);
- Conduct interviews with key staff in human resources, payroll, and operating departments (as necessary) to understand the work periods for employees, timekeeping, compensatory time off, and the process used to calculate the regular rate of pay. This includes a comprehensive exam of all payroll practices and evaluating all components of compensation and benefits to determine inclusion/exclusion from the regular rate;
- Review actual payroll data samples to analyze the overtime payments (both FLSA and MOU/Non-statutory overtime payments (when applicable)) to identify potential FLSA regular rate liability;
- In cases of cash-in-lieu and opt-out options, conduct a bona fide plan analysis with calculations for incidental amounts;

For a full FLSA audit, the scope includes all items in the regular rate audit and expands into other critical FLSA compliance areas. The additional tasks include:

- Conduct comprehensive interviews of Agency staff in all departments to understand the practices related to FLSA compliance;

- A review hours of work issues including off-the-clock work, training & travel time, substitute work/shift trading, on-call, standby, rest and meal periods, sleep time, pre/post shift activities, special detail work, and timekeeping.
- Analyze all or a sub-set of classifications (both exempt and non-exempt) to determine if they are either properly classified as exempt under the Department of Labor (DOL) exemption regulations or could qualify for one of the exemptions;
- Complete a review of who is covered under the FLSA within your organization and specifically potential issues related to independent contractors, volunteers, and trainees.

In all audits, we provide a written report of our findings and recommendations.

4.2.3.6 Performance Management

All proposed attorneys can assist in this area.

The approach to this section is outlined at the beginning of this section.

4.2.3.7 Workers' Compensation

Our work in this area includes advice and counsel and our approach would be the same as outlined at the beginning of this section.

Our attorneys have general knowledge of workers' compensation issues and any proposed partner can assist in this area.

4.2.3.8 Safety and Health

Alex Volberding and Lee Heard are included in our pitch and can assist with matters arising in these areas. Depending on the issue, both Heather DeBlanc and Stephanie Lowe (who each are included in in the benefits section above) may be also called upon to assist.

Advice and counsel approach to this section is the same as outlined above.

Quality Control

The District's work is very important to us and providing quality, responsive service is one of our founding principles. We would propose achieving this level of service in one or more of several ways - depending upon the approach that best meets the District's needs. These include:

Providing the same "24-7" access to the District that we provide to all of our clients.

As a matter of regular practice we respond to calls swiftly. When the regular contact attorney knows he or she will not be available, a back-up plan is always in place so that clients can quickly reach an attorney with the expertise to address the situation.

Providing the same “team” approach that we provide to all our clients - an approach that has allowed us to be both highly responsive and cost effective. This approach ensures timely assistance by an attorney with the necessary expertise, and assistance by an attorney that has developed a personal knowledge of the District’s practices, procedures and people.

Tailoring this model to the District context, partners Steve Berliner and Laura Drottz Kalty would serve as the lead attorneys. They would be directly available to the District administrators and the Board as needed; would attend Board meetings as needed and be available to assist on-site on a regular basis, as well as through phone, fax and email. They would also supervise a team of associates. The team attorneys would also be available - under the direct supervision of the leaders - to assist on District matters, make on-site visits, attend Board meetings, and provide training as needed. The District could either work directly with the aforementioned partners only - who would then delegate and supervise work as needed; or the District would be free to contact anyone on the team directly. We would utilize the structure that best suits the needs of the District.

Providing dedicated time for District matters.

We understand that our clients cannot predict when they will need legal assistance. Thus, it is our practice to be available to our clients whenever the need arises. However, some of our clients who require frequent assistance on numerous matters also request that a lead attorney block out a dedicated time one day a week or once every other week for that client. In these situations, the lead attorney either visits the District or makes every effort to be available by phone during the designated time each week, and not to schedule other obligations during that time. However, the client is billed for the time only if it is utilized.

A partner will oversee an associate in any work assigned by the District. When possible we will utilize an associate or a paralegal to assist with matters so that the client can benefit from the lower billing rate. We are also aware that there are times that it is financially prudent for the client to have a higher billing partner complete a task than a lower billing associate due to the fact that the partner may be able to complete the task in less time than an associate. We do not waste our clients’ resources by letting an inexperienced, lower billing attorney “practice” on a client. Instead, we will pair the associate with a partner but only bill the client for one attorney. This allows our associate to learn without the client paying for that education.

LCW

Elizabeth Tom Arce

Partner

310.981.2000

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Liz is an accomplished advocate with experience litigating a wide array of labor and employment cases in state and federal trial and appellate courts. Liz has successfully represented employers in matters ranging from single plaintiff lawsuits to wage and hour class and collective actions. Her litigation experience includes numerous successful summary judgment motions, defeating class certification, and decertifying collective actions. Liz's litigation practice also includes handling matters in arbitration and before administrative agencies where she has been effective at obtaining favorable results for the firm's clients.

When she is not defending litigation matters, Liz advises employers on a wide range of diverse employment matters such as wage and hour, disability accommodations, public safety, employee discipline, disability retirements, and anti-discrimination, harassment and retaliation laws. At the center of her employment counseling practice is auditing employer policies and practices for compliance with wage and hour laws such as the Fair Labor Standards Act.

Liz is also a dynamic trainer who is motivated by her commitment to the firm's clients and her passion for employment law. She draws from her litigation experience during her presentations to educate and encourage employers to take preventative measures to reduce exposure to liability and costly litigation. In addition to presenting to the firm's consortiums, Liz also frequently speaks at regional, statewide and national conferences on a variety of employment-related topics.

Liz co-authored Chapter 4 (Leaves of Absence) of the *California Public Sector Employment Law* practice guide (Matthew Bender 2011). Articles authored by Liz have also appeared in leading publications in the legal industry and for public employers.

Expertise

- Litigation
- Wage and Hour
- Employment Law

Education

JD, St. John's University School of Law, Jamaica, New York
BA, University of Southern California

Representative Matters

Litigation

Clark v. City of Ontario (2019) – Obtained summary judgment on former Fire Chief's causes of action for FEHA retaliation and disability discrimination. Claims for race discrimination, harassment, and for violations of Labor Code sections 1102.5 and 6310 were previously dismissed at the demurrer stage.

Police Officer v. City (2018) – Following a 10-day hearing, the arbitrator upheld the City's decision to terminate a police officer for failing to investigate and prepare a police report in connection with a domestic violence call and an assault of a business owner by an ex-employee. In both instances, the police officer also failed to properly use his body worn camera which was also a violation of department policy.

Miller v. City of Los Angeles, et. al. (2015) – In a whistleblower retaliation federal lawsuit, the former Independent Assessor for the City of Los Angeles's Fire Commission brought a lawsuit against the City and several individual defendants, alleging FEHA, § 1983, and Labor Code 1102.5 violations. The firm obtained complete summary judgment on all causes of action on behalf of the City, the Mayor, all five Fire Commissioners, and a Mayoral employee.

Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al. (2012) – We represented the County in a FLSA collective action where the U.S. District Court granted several key motions filed by LCW on behalf of the County. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff. The trial court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The District Court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

Reed v. County of Orange (2010) – The firm successfully decertified a collective/class action consisting of over 600 OCSD deputy sheriffs. The deputies alleged that the County violated the FLSA by failing to properly compensate them for missed meal breaks, donning and doffing their uniforms, and other "off-the-clock" work. This case resulted in two published opinions in favor of the County, *Reed v. County of Orange*, 266 F.R.D. 446 (C.D. Cal. 2010) and *Reed v. County of Orange*, 716 F.Supp.2d 876 (C.D. Cal. 2010).

LCW

Steven M. Berliner

Partner

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Steve is the Chair of the firm's Retirement, Benefits and Disability Practice Group and works to ensure that our firm stays on the cutting edge of the law related to these important areas. He has an extensive labor relations practice and unparalleled retirement law expertise. Steve has acted as chief negotiator for many public agencies in labor negotiations with their employee groups, helping them reduce payroll and other costs. He also advises clients on contract interpretation issues and represents clients in grievance matters and is frequently called on to assist agencies in times of fiscal crisis.

Of particular importance to many agencies is reducing pension and retiree medical costs. Steve has successfully negotiated changes to agencies' arrangements with public employees that resulted in employees paying a greater share of the cost for these benefits and other cost savings. Steve is a prolific speaker and speaks at conferences throughout the state on public retirement issues.

Steve has renowned expertise in the area of public agency retirement laws and vested rights. His extensive experience allows him to be ahead of the curve in spotting issues and trends in retirement law. This experience and his ability to describe issues in plain language helps clients plan and budget for changes. Steve also litigates retirement issues on behalf of our clients. Whether it's an administrative appeal of a CalPERS audit finding, or a lawsuit related to vested benefits, retiree medical benefits or any other retirement related matter, Steve brings his extensive knowledge and experience to each case.

Steve also represents clients in a wide range of legal proceedings, including writs, breach of contract, the Fair Labor Standards Act, and before the Public Employment Relations Board.

Recognitions

Steve is continually awarded for his excellence in his practice of law, including:

- Named to *Best Lawyers* list (2023)

Steven M. Berliner | © 2023 Liebert Cassidy Whitmore. All rights reserved.

- National Law Journal Crisis Leadership Trailblazer (2020)
- Top 75 Labor & Employment Lawyers, Daily Journal
- Top 25 Municipal Law Attorneys, Daily Journal

Expertise

- Employment Law
- Labor Relations
- Retirement, Benefits, and Disability

Education

JD, University of California, Los Angeles School of Law
 BA, State University of New York at Binghamton

Representative Matters

Negotiations

City of Carlsbad – Safety and Non-Safety Units.

City of El Cajon – Safety and Non-Safety Units.

City of La Mesa – Safety and Non-Safety Units.

City of Fullerton – Safety Units.

City of Port Hueneme – Safety Units.

City of Rancho Cucamonga – Non-Safety Units.

City of Murrieta – Safety and Non-Safety Units.

City of South Pasadena – Safety and Non-Safety Units.

City of Oceanside – Safety Units.

Joshua Basin Water District – Non-Safety Unit.

City of Encinitas – Safety and Non-Safety Units.

City of Redondo Beach – Served on Factfinding Panel.

City of Port Hueneme – Served on Factfinding Panel.

Kern County – Presented Case to Factfinding Panel.

City of Hesperia – Served on Factfinding Panel.

City of El Cajon – Served on Factfinding Panel.

LCW

Heather DeBlanc

Partner

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Heather DeBlanc is the Chair of the firm's Business and Facilities Practice Group. She practices education, construction, business, contract and employment law (with an emphasis in benefits), representing both nonprofit and public entity clients.

Heather has been practicing construction law for over 20 years, advising clients as to appropriate project delivery methods, contracting, the construction process, and construction disputes. She has represented public agency and nonprofit project owners – with a special emphasis on educational facilities. She has extensive experience advising on payment and performance issues (including delay, disruption, acceleration, and change order disputes), surety issues (including payment, performance and license bonds), bidding, prequalification, mechanic's liens, stop payment notices, and warranty issues.

Heather assists project owners in developing and negotiating design professional agreements and construction contract documents. Heather also has experience drafting bid documents and the full spectrum of construction contracts (including general conditions, revisions to form contracts such as AIA agreements, surety takeover agreements, construction management, and design professional agreements). She is adept at identifying and minimizing risk in construction contracts because of her familiarity with the construction process.

In addition to handling the full spectrum of construction issues, Heather regularly advises on vendor contracts/disputes, services agreements, facilities leasing, facilities use agreements, real estate transactions, activities waivers, transportation agreements, emergency services contracts, solar power agreements, technology agreements, and best practices for risk prevention.

Heather serves on the firm's Executive Committee of the Retirement, Benefits and Disability Practice Group and serves as the lead partner in both Affordable Care Act and Section 125 Plans practice. Heather has prominent expertise advising employers on benefits, including advising clients on compliance with Section 125

plans, cash-in-lieu options, the Affordable Care Act (ACA), health reimbursement arrangements, flexible spending accounts, and fringe benefits.

Heather's specialized knowledge under the ACA includes, the employer shared responsibility provisions, affordability calculations, health flex contributions, cash-in-lieu, penalties, reporting and notice requirements, non-discrimination provisions, appeals procedures for challenging exchange subsidy determinations and IRS penalties. She provides clients with assistance revising policies and procedures and adopting resolutions or plans to implement this law. She advises on collective bargaining language and changes needed to existing eligibility provisions in line with the ACA. She regularly provides training to clients on best practices for compliance.

Heather's employment experience includes handling issues relating to hiring, terminations, discrimination, and administrative hearings related to disciplinary actions.

Professional and Community Involvement

Heather is a member of the El Segundo Unified School District's Facilities Advisory Committee (FAC). The FAC analyzes and makes recommendations and provides advice to the Superintendent regarding the planning, scope, scheduling, budgeting, prioritization and allocation of resources for the various projects identified in the District's Long Range Facility Master Plan which covers four school campuses, with support and program facilities covering more than 350,000 square feet on 47 acres of land.

Expertise

- Business Contracts, Construction and Facilities
- Retirement, Benefits, and Disability
- Affordable Care Act
- Employment Law
- Internal Compliance Audit Services

Education

JD, Pepperdine University School of Law
BA, University of California, Santa Barbara

LCW

Laura Drottz Kalty

Partner

310.981.2092

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Laura Drottz Kalty is a member of the firm's Labor Relations Executive Committee, and has twice been named one of the top 75 Labor and Employment attorneys in California by the *Daily Journal*. Laura began as a litigator and has grown into an unparalleled labor relations expert for clients, providing cutting-edge labor and employment counsel for public agencies. Currently, Laura's practice focuses on labor negotiations, advice and counsel on all facets of employment law, investigations and discipline, and being a trusted advisor to our public safety clients.

Laura provides a full range of legal services, beginning with a focus on prevention and education through training, continuing with daily advice and counsel and collective bargaining negotiations, and when necessary, vigorous defense in litigation and discipline appeals. Laura is a dynamic trainer and presents on such topics as POBR/FBOR, disability interactive process, performance management, the elimination of bias, privacy, social media, leaves and investigations. Laura has been honored to present for such groups as the California Police Chiefs' Association, California Fire Chiefs' Association, the League of California Cities, the California Special Districts Association, the California Background Investigators Association, the County Counsels' Association of California, LACBA, as well as a countless number of the firm's clients and employment consortiums. Laura also regularly reviews and revises agency policies and drafts employee handbooks and manuals.

Expertise

- Employment Law
- Labor Relations
- Litigation
- Public Safety
- Retirement, Benefits, and Disability

Education

JD, Northwestern School of Law of Lewis and Clark College
BA, Loyola Marymount University

- Wage and Hour
- Workplace Investigations

Representative Matters

Negotiations

South Bay Regional Public Communications Authority – Two units, including Teamsters.

Metropolitan Transit Authority – Support for Five Units, SMART, ATU, AFSCME, Teamsters and TCU.

City of Lomita – Two Units.

Orange County Sanitation District – Six Units, including OCEA.

Foothill Municipal Water District – One Unit, AFSCME, including Representation Process and Initial MOU Negotiations.

Yorba Linda Water District – General Unit.

City of Orange – Four Sworn Units; Four Miscellaneous Units; Two Factfinding Hearings.

City of Thousand Oaks – Three Units, Including SEIU.

City of Redondo Beach – CEA; PSA; Teamsters Units; Police; Fire, Police Management.

City of Desert Hot Springs – Teamsters; Police; Factfinding Hearing and Litigation.

City of Costa Mesa – Police and Fire.

City of El Segundo – Factfinding Panel Member.

City of Sierra Madre – POA.

City of Santa Monica – PAU and Health and Retirement Coalition.

City of Lake Elsinore – General Unit.

City of Ontario – Support for One Unit, Teamsters.

County of Riverside – SEIU.

LCW

Danny Y. Yoo

Partner

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Danny represents public agency clients in all facets of labor and employment law. He regularly provides advice to clients on the evaluation and discipline of employees and disability interactive process. Danny assists clients in updating rules and policies, including drug testing policies, leave policies, disability retirement procedures, and personnel rules.

As a litigator, he has successfully represented clients in administrative appeal hearings of employee discipline. He has also litigated on behalf of clients in state and federal court, both at the trial and appellate level. Danny's litigation matters include wage and hour, discrimination, and employee discipline cases.

Prior to joining Liebert Cassidy Whitmore's Los Angeles office, Danny worked for a Los Angeles-based agency that litigated on behalf of tenants and for housing rights. Danny also has an extensive training background and has conducted various seminars, certifications, and workshops prior to his time at LCW.

Expertise

- Litigation
- Retirement, Benefits, and Disability
- Employment Law
- Wage and Hour
- Internal Compliance Audit Services

Education

JD, Loyola Law School, Los Angeles
BS, University of California, Berkeley

Representative Matters

Administrative Hearings

In the Matter of the Appeal for CalPERS Membership of L by City (2016) – Administrative Law Judge ruled in favor of City and overturned CalPERS decision classifying an independent contractor as a City employee.

M v. County (2016) – Hearing officer upheld the termination of a public safety officer who was arrested for and pled no contest to DUI and was in possession of a firearm at the time.

H v. City (2014) – Hearing officer upheld the termination of an administrative clerk who deleted mass amounts of files from the City's server in an attempt to sabotage her supervisor.

T v. City (2014) – Negotiated a resignation in lieu of termination for an employee who stole gas from the City's gas pumps.

Litigation

Former Employee v. Housing Authority (2022) – After being separated from his employment at a housing authority, the former employee sued for disability discrimination, failure to prevent discrimination, and wrongful termination. First, Danny Yoo and Aleena Hashmi convinced the former employee's attorney to dismiss some discrimination claims and the wrongful termination claim. Second, Danny and Aleena filed a demurrer on the remaining claims on the grounds that the former employee had failed to timely challenge the housing authority's administrative decision to separate the employee. The court granted the demurrer and dismissed the case.

Scarpino v. City of Perris and County of Riverside (2017) – Plaintiffs alleged the County's CalPERS retirement benefit formula should apply to their years of service at a prior CalPERS agency. The Court granted summary judgment in favor of the client, the county, on the grounds the Plaintiffs failed to exhaust their administrative remedies before CalPERS.

Alaniz v. City of Los Angeles; Mata v. City of Los Angeles (2014) – Decertified collective action of approximately 2,500 current and former police officers claiming uncompensated overtime by showing that their claims were inherently individualized.

Ellins v. City of Sierra Madre (2014) – Successfully defended the City of Sierra Madre against a former police officer who was terminated for insubordination and improper use of the CLETS system.

Nolan v. City of Los Angeles (2014) – Trial court granted the City's request to dismiss a multi-plaintiff case because of Plaintiffs' failure to prosecute the case.

LCW

Stephanie J. Lowe

Senior Counsel

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Stephanie provides representation and legal counsel to public entities and educational institutions in matters pertaining to employment law, labor law, and education. Stephanie's practice focuses on advising clients on employee benefits, Affordable Care Act compliance, and Section 125 cafeteria plan administration. This includes legal counsel on the ACA's employer shared responsibility provisions, affordability calculations, health flex contributions, cash-in-lieu, penalties, reporting and notice requirements, and non-discrimination provisions. Stephanie represents public entities in challenging IRS penalties related to health benefits. She provides clients with assistance revising Section 125 plan documents, policies, and procedures related to benefits. She advises on collective bargaining language and changes needed to existing eligibility provisions in line with the ACA.

Stephanie also has extensive experience advising employers throughout the state on job-protected leaves such as California's Paid Sick Leave, Family and Medical Leave Act, and California Family Rights Act. Stephanie regularly advises employers each step of the way during the disability interactive process. Stephanie also has an extensive wage and hour practice and litigates wage and hour disputes.

As an attorney-investigator, Stephanie conducts investigations involving the full range of workplace issues, including harassment, discrimination, breach of contract, theft, and misconduct. As part of the firm's extensive training group, Stephanie frequently presents workshops on health care, benefits, sexual harassment, ethics, discipline, wage and hour, and supervisory skills.

Prior to joining Liebert Cassidy Whitmore, Stephanie worked with the UC Hastings Civil Justice Center where she advocated on behalf of underprivileged clients regarding matters such as wage and hour and unemployment insurance disputes. Additionally, she served as a judicial extern for The Honorable Thomas J. Whelan, United States District Court in San Diego.

Expertise

- Employment Law
- Wage and Hour
- Litigation
- Public Safety
- Retirement, Benefits, and Disability
- Internal Compliance Audit Services
- Affordable Care Act
- Workplace Investigations

Education

JD, UC College of the Law, San Francisco
(formerly UC Hastings)

BA, University of California, Los Angeles

Representative Matters

Administrative Hearings

IRS v. City (2023) – Convinced the IRS to drop \$300,000 worth of penalties against a municipality for late filing of Affordable Care Act tax forms 1094-C and 1095-C.

LCW

Jolina A. Abrena

Associate

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Jolina Abrena, an Associate in the Los Angeles office, represents Liebert Cassidy Whitmore clients in all matters pertaining to labor and employment law. An experienced litigator, Jolina has extensive experience in all aspects of the litigation process, including trials and giving oral argument before the California Courts of Appeal. She represents clients at administrative hearings, and advises them about compliance with employment discrimination laws, the Fair Labor Standards Act, California Labor Code, the Meyers-Milias-Brown Act, and the Peace Officers Bill of Rights Act. Jolina represents public agencies and non-profit organizations with respect to charges filed with the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, and the California Labor Commissioner, and in audits conducted by the U.S. Department of Labor.

Professional Involvement

Jolina is a member of good standing of the Los Angeles County Bar Association and the Asian Pacific American Bar Association. Jolina is also a member of the Association of Southern California Defense Counsel, National Employment Council, Professionals in Human Resources Association, and the Women Lawyers Association of Los Angeles.

Recognitions

Jolina was recognized as Southern California *Super Lawyer* in 2015, 2016 and 2017.

Expertise

- Litigation
- Employment Law
- Public Safety

Education

JD, Loyola Law School, Los Angeles
DPM, California College of Podiatric Medicine
BA, University of California, San Diego

- Labor Relations
- Wage and Hour
- Workplace Investigations

Representative Matters

Appellate

Benach v. County of Los Angeles (2007) – The California Court of Appeal held that removing a deputy sheriff from his special assignment as a pilot “without a concomitant loss of rank or pay” is not a punitive action which entitles the deputy sheriff to an administrative appeal under the Public Safety Officers Procedural Bill of Rights Act.

Litigation

Muneton v. Los Angeles Unified School District (2019) – Twelve former motor unit police officers claimed whistleblower retaliation and retaliation for reporting alleged illegal conduct under Education Code 44113 and the Labor Code. When the Chief of Police commissioned an audit, it revealed that the motor unit was operating at a loss due to the officers’ lack of productivity, the infighting within the unit and their resistance to supervision, and the unit was disbanded. LCW filed seven separate motions and the Court granted all seven motions, resulting in a complete dismissal.

Administrative Hearings

POA/Lieutenant v. County (2022) – Won a grievance arbitration in which Lieutenant sought special duty pay. Convinced the arbitrator that the County fully complied with the MOU.

LCW

Nicholas M. Grether

Associate

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Nicholas (Nick) has devoted his legal career to providing labor and employment advice and representation to California's public and private employers. As a litigator, Nick has represented dozens of clients in arbitration, as well as in state and federal court, concerning alleged violations of employment laws. He has litigated cases involving California's Fair Employment and Housing Act (FEHA), Labor Code, and IWC Wage Orders, regarding harassment, discrimination, retaliation, reasonable accommodations, the interactive process, meal and rest breaks, unpaid overtime, and improper wage statements. Nick is experienced in all phases of litigation and has represented clients in trials and arbitrations.

Nick brings his litigation expertise to proactively assist clients through advice and counsel on day to day matters as well as assisting them with policy review and update and legislative tracking. Nick has also conducted sexual harassment training, workplace investigations, and presented annual employment law updates.

Prior to joining Liebert Cassidy Whitmore's Los Angeles Office, Nick worked for law firms representing private and public entities specializing in employment matters. Nick also worked for the Office of the Governor of California providing research and recommendations on the legality of potential appointments to numerous state boards.

Professional and Community Involvement

Nick donates his time as a Legislative Affairs Representative to the South Bay Chapter of the Professionals in Human Resources Association (PIHRA).

Expertise

- Litigation
- Employment Law
- Wage and Hour

Education

JD, University of the Pacific, McGeorge School of Law
BA, Washington State University

LCW

Viddell Lee Heard

Associate

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Viddell Lee Heard, an attorney in the Los Angeles Office, represents Liebert Cassidy Whitmore clients in matters pertaining to labor and employment law. An experienced litigator, Lee has extensive knowledge in all aspects of the litigation process, including trials and appeals. Lee has over 25 years of trial and arbitration experience. In addition to his litigation practice, Lee is an enthusiastic presenter and conducts internal and external trainings – providing insightful dialogue on topics he has mastered through his career.

Lee has a diverse practice from his prior work as a partner at an international law firm. He has represented both small and large corporations in matters ranging from pre-litigation disputes to state and federal trials. His practice areas have included labor and employment, consumer banking litigation, environmental litigation, commercial contracts, business torts, and fraud. He has also dedicated hundreds of hours to *pro bono* matters.

Lee graduated from the University of California, Davis and received his Juris Doctor from the University of California, Los Angeles Law School.

Expertise

- Litigation
- Employment Law
- Wage and Hour
- Public Safety

Education

JD, University of California, Los Angeles School of Law
BA, University of California, Davis

Representative Matters

Litigation

Fire Inspector v. City (2023) – A fire inspector who received light duty and then returned to work without any restrictions sued his city employer alleging age and disability discrimination and failure to accommodate his disability. James Oldendorph, Aleena Hashmi, and Lee Heard won a motion for summary judgment that dismissed all claims. They convinced the judge that there was no evidence of any wrongdoing, discriminatory animus, or any adverse employment actions.

Police Officer Association v City of San Bernardino (2021) – Obtained a defense judgment and prevailed on a motion for judgment in a bench trial involving a breach of contract action. Plaintiff, the Police Officer's Association (POA), claimed the City breached an MOU provision regarding how the City's salary survey was supposed to be conducted. In granting Defendant's motion, the Judge found that the POA did not establish a prima facie case for breach of the 2015-2020 MOU and entered judgment in favor of the City and against the POA.

Todd Palombo v. City of Costa Mesa (2019) – A former firefighter brought claims against the City alleging he was not promoted to Captain due to his age. A prima facie case of age discrimination arises when the employee shows (1) at the time of the adverse action he or she was 40 years of age or older (2) an adverse employment action was taken against the employee, (3) at the time of the adverse action the employee was satisfactorily performing his or her job and (4) some other circumstance suggesting a discriminatory motive was present, such as replacement by a significantly younger worker with similar qualifications. Plaintiff argued that, because the testing process gave the Fire Chief discretion to promote the applicant he felt was best qualified from an eligibility list, it allowed the Fire Chief to discriminate against Plaintiff. However, LCW demonstrated that the City had legitimate, non-discriminatory reason for promoting individuals other than Plaintiff. In fact, a majority of the candidates selected during the contested time period were over the age of 40 and outscored Plaintiff on the promotional examination. Based on the foregoing, the Judge granted Motion Summary Judgement in favor of the City.

LCW

John Z. LaCrosse

Associate

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John Z. LaCrosse is an Associate Attorney in the San Diego office of Liebert Cassidy Whitmore. John assists clients with matter including labor and employment, governance, student discipline issues, and special education. In addition to his advice and counsel practice, John is a litigator with experience in all aspects of the discovery process, including interviewing witnesses, and regularly conducts extensive and in-depth research.

Prior to joining LCW, John was an Associate Attorney at a San Diego firm where he focused his practice on legal issues impacting school districts. John also gained legal expertise through his work at the San Diego Office of County Counsel, Office of The California Attorney General, and the Office of The United States Attorney where he assisted in upholding the defense of civil suits in state and federal court.

While enrolled in The University of San Diego School of Law, John sat on the board of the St. Thomas More Society and was a member of the Mock Trial Team. He was also published in the *California Law Regulatory Reporter* during his time studying law. As a graduate student, John attended Villanova University where he received a Master of Arts in Communication along with certifications in Journalism & New Media and Organizational Communication & Leadership.

Before attending law school, John worked as a News Producer and Reporter across multiple platforms where he investigated a variety of educational, economic, societal, political and governmental issues within his own community.

Expertise

- Employment Law
- Litigation
- Workplace Investigations

Education

JD, University of San Diego School of Law
BS, Villanova University

LCW

Marek Pienkos

Associate

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Marek Pienkos is an Associate in Liebert Cassidy Whitmore's San Diego office where he provides representation and counsel to clients on labor and employment matters. Marek has extensive litigation experience representing employers with respect to claims of discrimination, retaliation, wrongful termination, harassment, and wage and hour violations. He is experienced in all phases of litigation, including developing aggressive responsive pleading strategies, pursuing strategic discovery, motion work and preparing for trial. Marek is also well versed in resolving litigation through informal resolution strategies including direct settlement negotiations and mediations. In addition, Marek has represented clients in hearings before administrative bodies, including the Equal Employment Opportunity Commission and State Personnel Board.

Prior to joining LCW, Marek practiced at several San Diego-based law firms focusing on complex litigation, business law, and labor and employment law. Prior to transitioning to the private sector, Marek served as a Senior Law Clerk in the Civil Division of the Office of San Diego City Attorney where he worked to defend legal actions against the City.

Expertise

- Litigation
- Employment Law
- Wage and Hour

Education

JD, The Ohio State University College of Law
BA, Fordham University

Representative Matters

Arbitration

Public Safety Officer Termination (2021) – LCW won a termination appeal regarding a sheriff's deputy who was confronted by a citizen while he was illegally dumping debris. When the situation escalated, the deputy threw a rock at the citizen's car as she drove away causing approximately \$1,600 in damages when the rock cracked the vehicle's windshield and damaged its side mirror. The hearing officer did not find the deputy's self-defense argument credible due to his actions and training as a peace officer.

Litigation

Fire Captain v. City (2023) – The fire captain's lawsuit alleged that after he reported to the City's HR that he believed the department's executive officers had misused funds for the purchase of firefighting gear, he: 1) was demoted from a volunteer position and replaced by a much younger person; and 2) received substandard evaluations. Following a motion for summary judgement that showed the department took no adverse actions against the captain, the court dismissed the case.

LCW

Alexander Volberding

Associate

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Alex has spent much of his 15+ year career working for and on behalf of public agencies in the State of California.

Alex is a member of the firm's Labor Relations practice group. His professional experience in labor law and labor relations is both broad and deep, and he regularly advises clients on matters relating to the National Labor Relation Act ("NLRA"), the Meyers-Milias-Brown-Act ("MMBA"), and other labor laws. Alex is well-versed in bargaining strategy and tactics and negotiates collective bargaining agreements, including Project Labor Agreements ("PLAs"), on behalf of public agency clients.

When he is not bargaining, Alex advises and counsels public agency clients on a wide range of labor relations matters from meet and confer obligations to fact findings to employee strikes. Alex regularly appears at and advocates for clients in administrative proceedings and in arbitrations.

Alex serves a lead role in the firm's workplace health and safety work, including on the firm's COVID-19 Strike Team. In this capacity, Alex monitors federal and state laws and public health guidance, develops policies and practices that comply with relevant law, advises and counsels clients on such matters, and defends clients against alleged statutory and regulatory violations. Alex has authored numerous special bulletins on workplace health and safety issues and has conducted dozens of trainings on these issues, providing advice to hundreds of firm clients in the process.

Prior to joining Liebert Cassidy Whitmore, Alex advised public agencies on labor and employment matters at a firm specializing in public agency representation and he formerly served as the Chief of Staff to a member of the Board of Supervisors for the City and County of San Francisco and in Washington, D.C. as a Legislative Aide to a Member of Congress.

Expertise

- Employment Law
- Labor Relations
- Business Contracts, Construction and Facilities
- Retirement, Benefits, and Disability
- Wage and Hour

Education

JD, University of California, Los Angeles
School of Law

BA, Pomona College

Representative Matters

Employee Relations Commission

Labor Union v. County Department (2021) – Obtained a victory for a County’s Department of Child Support Services in a case in which a Commission adopted a hearing officer’s proposed decision and dismissed an unfair practice charge in its entirety. The charge involved a union claiming that the Department had engaged in unlawful unilateral action when it required the Supervising Child Support Services Officers to interface with the County Employee Retirement Association regarding disability retirement claims submitted by their subordinates. The labor union claimed this requirement was a new assignment and that the Department had an obligation to meet and confer before imposing the requirement. Alex, on behalf of the Department, argued that the duties were encompassed within the supervisor’s existing duties; and reasonably related to existing duties, and thus not subject to bargaining. In this case, Alex handled the hearing and wrote the closing brief.

Project Labor Agreements

Project Labor Agreement (PLA) Advice (2022) – Provided strategic advice and legal counsel to a special district’s governing board, staff and chief negotiator during the negotiations for a PLA that will cover approximately \$500 million dollars in construction work.

Santa Clara Valley Transportation Authority – created PLA valued at over \$2 million.

City of San Jose – provided advice, counsel and negotiation services to create a city-wide PLA covering all new construction work over \$3 million.

City of Martinez – drafted and negotiated the terms and conditions for a PLA valued at over \$1 million.

San Diego Port District – ongoing advice and counsel regarding PLA, Labor Peace Agreements and workforce policies relating to the development and operations of hotels located on District property.

REVISED Rate Schedule

The firm bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Our firm evaluates our rates on an annual basis and occasionally makes modest rate increases. We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. We have a proven track record of accurately estimating costs, given the many variables inherent in each matter.

Because our practice is statewide, we share briefs, motions, points and authorities, research memos, and opinion letters so that we do not research nuances in the law and issues that other members of the firm have recently worked on.

We understand that hourly rates may be adjusted once every 12 months during the first three years of the Agreement, but no larger than the percentage increased in the Consumer Price Index for the LA-Orange County Metro Area. As such we are listing hourly rates for year one of the proposed three year contract below:

| | |
|--------------------------|-----------|
| Partners | \$425 |
| Elizabeth Arce | |
| Steve Berliner | |
| Heather DeBlanc | |
| Laura Drottz Kalty | |
| Alexander Volberding | |
| Danny Yoo | |
| Sr. Counsel | \$355 |
| Stephanie Lowe | |
| Associate Attorneys ... | \$260-335 |
| Jolina Abrena | \$335 |
| Nick Grether | \$310 |
| Viddell (Lee) Heard..... | \$ 335 |
| John LaCrosse | \$260 |
| Marek Pienkos | \$285 |
| Paralegals | \$145 |

Expenses

Facsimile transmissions are billed at the rate of \$.25 per page for outgoing faxes only. Documents are sent electronically unless specifically requested otherwise, or when electronic

transmission is not an option. Copying is charged at fifteen cents (\$0.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

LCW is committed to using state-of-the-art technology to efficiently manage and harness the large volume of electronically-stored information (“ESI”) in litigation. We have partnered with an outside managed services provider to offer Relativity, the industry leading e-discovery software. Relativity is cloud-based, automates many discovery tasks, and has a number of tools to improve reviewer efficiency and accuracy. We can also apply several types of analytics within Relativity to organize the facts, issues, key players and other case details, so that our attorneys can harness data strategically and efficiently. Our use of Relativity in this manner will translate to savings in the review and management of ESI.

The cost for each litigation matter depends on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW will charge a monthly fee of \$450 for data management, including data validation and security, ingestion, and other data management functions, and hosting the data for the duration of the matter. This monthly fee will cover all data that needs to be reviewed, produced and hosted. The monthly fee for data management and hosting is substantially less than what these services would cost on an “a la carte” basis through outside vendors. This service model also allows the ingestion, analysis and production of documents to proceed uninterrupted and without delay. Where specialized services or hosting larger amounts of data are required, we have negotiated competitive rates with our provider which are likewise substantially discounted. We will monitor the size of client data to insure you are aware of any changes in the cost. When the matter is concluded, we will immediately archive the data so that the District is not charged any unnecessary hosting fees.

We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies. For our work with the District, a partner will oversee an associate in any work assigned. When possible, we will utilize an associate or a paralegal to assist with matters so that the client can benefit from the lower billing rate. We are also aware that there are times that it is financially prudent for the client to have a higher billing partner complete a task than a lower billing associate because the partner may be able to complete the task in less time than an associate. Instead, we will pair the associate with a partner but only bill the client for one attorney. This allows our associate to learn without the client paying for that education.

Because our practice is statewide, our attorneys share briefs, motions, points and authorities, research memos and opinion letters so that they do not research issues and principles of law that other members of the firm have recently worked on. Of course, we provide the most updated briefs and arguments. We have a proven track record of accurately estimating costs of litigation matters, given the many variables inherent in each case.