

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 Payne & Fears LLP (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: Philip Lem
Partner
Payne & Fears LLP
4 Park Plaza, Suite 1100
Irvine, CA 92614
pkl@paynefears.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

PAYNE & FEARS LLP

Dated: _____

By: _____
Philip Lem
Partner

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



Response to RFQ for Human Resources Legal Services

Submitted to:

B. Cori Voss
Contracts, Purchasing & Materials Management,
OC San

Submitted by:

Philip Lem, Partner
Payne & Fears LLP
(949) 797-1201
pkl@paynefears.com



Response Section A: Letter of Offer

SEE SEPARATE FORM

Response Section B: Technical Response

B.1 Qualifications of Firm - This section of the response should establish the ability of Respondent to satisfactorily perform the required work by reasons of: possessing a law license, experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar services; and supportive client references. Respondent shall:

B.1.1 Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees, including number of licensed attorneys.

Payne & Fears LLP (P&F) was founded in 1992 in Orange County, California, by James L. Payne and Daniel F. Fears.

What started as a small employment litigation boutique has now grown into a medium-sized regional law firm offering a suite of services across business, employment, and insurance law, and serving a wide variety of clients from small startups to Fortune 100 companies across a variety of industries. Payne & Fears now also has offices in Los Angeles, Las Vegas, San Francisco, Salt Lake City, and Phoenix.

As of Aug.3, 2023, the firm has approximately 80 employees, including approximately 40 licensed attorneys in six offices. Irvine, CA (Orange County) remains our firm headquarters.

B.1.2 Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Respondent's ability to complete the Scope of Work.

SEE SEPARATE FORM

B.1.3 Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ and highlight the participation in such work by the key personnel proposed for assignment to the Scope of Work.

SEE SECTIONS B.2, B.3, and B.4.2 FOR DETAILED RESPONSES

OVERVIEW

The Payne & Fears team, headquartered here in Orange County, brings deep knowledge of the law and a strong track record of handling matters in all of the relevant areas, including:

- Advising clients on recruiting, hiring, performance management, downsizing and termination, with a focus on minimizing risk and avoiding exposure to claims of discrimination, harassment, or other violations of state or federal employment law.
- Counseling clients through particularly troublesome areas of employment law, such as overlapping leave-of-absence requirements or wage-and-hour provisions, in which the applicable state or federal law has been changing rapidly.
- Representing clients at the bargaining table, and counseling them through the bargaining process, to reach original or successor MOU's that meet the clients' needs.
- Conducting internal investigations at every level or, where appropriate, engaging and managing third-party investigations.
- Supporting clients through administrative investigations and responses, grievances, arbitrations and Public Employment Relations Board (PERB) charges, and litigation, whether as counsel of record or behind-the-scenes advisors.

Payne & Fears brings the advantage of having *litigated* all of the issues above, so our attorneys not only *know the law* but understand *how it applies* and how to position our clients for the best possible real-world results.

Amy Patton, a partner in the Irvine office, has a robust counseling and compliance practice. She works very closely with her clients to assist them with making sound business decisions based on pragmatic advice. Amy has extensive experience with workplace investigations, labor agreements, employee relations, mobility, due diligence, pre-litigation claims, audits of exemptions, independent contractor status, pay practices, and pay equity, handbooks, and agreements. She provides management and workforce training. She regularly handles agency investigations, charges, and mediations. She also advises on contracts with HR vendors. She has conducted numerous audits of exemption status, independent contractor status, pay practices, and pay equity. She

frequently drafts handbooks, policies, and employment agreements. She also reviews collective bargaining agreements prior to and during bargaining for compliance with wage-and-hour laws and any applicable legal exemptions to those laws. She regularly conducts management and workforce training. Amy also litigates, mediates, and arbitrates all types of employment law matters, including wage-and-hour matters, class actions, and PAGA cases.

Jeff Brown, a partner in the Irvine office, likewise has a wealth of experience counseling employers throughout California on employment and labor issues. Notably, he has worked with Irvine Ranch Water District for more than 25 years as labor and employment counsel. During that time, he has advised the District on policies and procedures covering every aspect of the employment relationship, including performance management and terminations. He has conducted or managed numerous internal investigations, and advised the Human Resources Director on a wide variety of emerging issues. He has worked closely with staff to negotiate multiple MOU's, finding ways to reach agreements that protect the District's objectives while offering fair terms to its employees and avoiding any disruption or labor unrest. He also has represented the District in litigation in Orange County Superior Court when employees have made wrongful termination or other employment claims.

Phil Lem, also a partner in the Irvine office, also regularly counsels clients on all aspects of employment law.

B.1.4 Identify subconsultants by company name, address, contact person, telephone number, and function. Describe Respondent's experience working with each subconsultant.

Boutwell Fay
Sherrie Boutwell
19712 MacArthur Boulevard, Suite 222, Irvine, CA 92612
(949) 660-0484
sherrieboutwell@boutwellfay.com
Subcontractor for Employee Benefits, Retirement issues

P&F proposes that employee benefits and retirement issues be handled by Sherrie Boutwell of Boutwell Fay. For many years, P&F has referred its clients to Sherrie for all types of benefits-related issues, and we have developed a close working relationship with Sherrie and her team. We also understand that Sherrie has worked with OC San in the past. In the event OC San would prefer that benefits-related work performed by Sherrie be billed through P&F, that is an arrangement we can easily accommodate as well.

B.1.5 Provide five (5) references for the services cited as related experience, and furnish the name, title, address, email address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Respondent may also supply references and email addresses for references for other work not cited in this section as related experience.

*ABM Industries Incorporated, Stacey Jue, Associate GC for employment,
14201 Franklin Ave., Tustin, CA 92780
(310) 500-5560 (cell) or (949) 748-5040 (office), stacey.jue@abm.com

*Sares Regis, Lindsey Sherman, Senior Vice President Human Resources,
3501 Jamboree Road, North Tower, Suite 3000; Newport Beach, CA 92660
(949) 809-2508, lshepherd@sareshregis.com

*Tower Semiconductor, Kristen Eid, Director, Legal Affairs & Deputy General Counsel,
4321 Jamboree Road, Newport Beach, CA 92660
(949) 435-8220, Kristen.Eid@towersemi.com

*Tillys, Sonya Attal, General Counsel,
12 Whatney Irvine, CA 92618
(949) 609-5583, sattal@tillys.com

*The Boeing Company, Richard Lopez, Senior Counsel, Labor & Employment,
2201 Seal Beach Blvd., MC 110-SB25, Seal Beach, CA 90740-1515
(562) 797-1294, Richard.Lopez@boeing.com

*Global Medical Response, Scott Rowekamp, Associate General Counsel, Labor & Employment,
6363 S. Fiddler's Green Circle, Suite 1400, Greenwood Village, CO 80111
(303) 495-1235, Scott.Rowekamp@gmr.net

B.2 Staff Qualifications- This section of the response should establish the method that will be used by the Respondent to manage the Scope of Work as well as identify key personnel assigned. Respondent shall:

B.2.1 Provide education, experience, and applicable professional credentials of Respondent's attorneys, including partners/shareholders, assigned to provide the services requested in this RFQ. Include brief resumes (not more than two [2] pages each).

SEE ATTACHED DOCUMENTS FOR BIOS/RESUMES

B.2.2 Identify key personnel proposed to perform the work in the specified tasks in the Scope of Work and include major areas of subcontract work.

SEE SEPARATE SECTION FOR DETAILED RESPONSES TO EACH OF THE ABOVE AND TEAM BIOS

B.2.3 Include an organization chart that clearly delineates communication/reporting relationships among the proposed staff.

Dan Fears will serve as the OC San Team Lead and Phil Lem will be your primary point of contact. Phil will distribute work to other OC San Team members as appropriate based on experience and capacity. In addition to Phil and Dan, the P&F team will include partners Amy Patton and Jeff Brown, and associate Ryan Kilpatrick. See separate section about working with sub-contractor Sherrie Boutwell for employee benefits and retirement issues.



B.2.4 Include a statement that key personnel will be available to the extent proposed for the duration of the Contract term acknowledging that no person designated as "key" to the services requested herein shall be removed or replaced without the prior written concurrence of OC San.

We confirm that key personnel will be available to the extent proposed for the duration of the Contract term acknowledging that no person designated as "key" to the services

requested herein shall be removed or replaced without the prior written concurrence of OC San.

B.3 Understanding of Work and Proposed Execution of the Work - Respondent shall provide a narrative that addresses the Scope of Work and shows Respondent's understanding of OC San's needs and requirements. Respondent shall:

B.3.1 Describe the approach to completing the tasks specified in the Scope of Work, specifically for each area identified in section 4.2.3 of the Scope of Work and specify the staff assigned to each area.

SEE SECTION 4.2 FOR DETAILED RESPONSES

B.3.2 Outline procedure to be implemented to ensure quality control and timely responsiveness.

Quality control: Phil Lem will serve as your primary point of contact. He will distribute work to other team members as appropriate based on experience and capacity. We are including an experienced associate as part of the OC San proposed team. When appropriate, we will staff matters with one partner and one associate and assign work to that associate with oversight from a partner, depending on the nature of the project.

Payne & Fears aims to form a strategic partnership with OC San. To this extent, we would like to offer the following services:

- Free live and recorded compliance trainings/seminars relating to topics of concern discovered during quarterly audits.
- Checklists, user-friendly recommendations and actions, sample forms, and sample policies including when deficiencies or opportunities are noted.

Responsiveness: We pride ourselves on rapid response and being accessible around the clock to address our clients' pressing concerns. Regardless of the circumstances, we are committed to responding to clients on the same day of any inquiry, if not instantly. We also immediately advise our clients of significant statutory or case law developments that might affect employer/employee relations.

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.

CONFIRMED

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.

CONFIRMED

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.

Dan Fears and Phil Lem have handled several employee terminations for OC San, including the Bauer and Livingston matters. In Bauer and Livingston, we worked with the General Manager to prepare final decisions. We also successfully handled Bauer's petition for administrative mandamus challenging his termination.

Dan and Phil also have extensive experience working with other clients with unionized workforces, and have handled many grievances and grievance arbitrations for those clients. Among other things, Dan and Phil have handled grievances involving CBA interpretation and employee discipline and termination, for clients such as Disney and American Medical Response.

Phil Lem regularly advises clients and works closely with human resources personnel on difficult employee issues as they arise. This work includes, among other things, working with Human Resources in crafting appropriate responses to employee complaints and other employee communications, advising on internal employee investigations, collaborating on employee discipline issues, and mitigating risk

associated with violations. Phil has acted as a resource in these areas for all types of clients, including those in the hospitality, retail, restaurant, staffing, and health care industries. While Phil's overall approach is focused on risk mitigation, he also ensures that he understands his clients' business and risk tolerance, and ensures that he tailors his approach based on his client's objectives.

Jeff Brown has worked extensively with Irvine Ranch Water District in this area, including:

- Developing policies and MOU language to preserve the District's ability to take personnel actions with the broadest possible discretion, including at-will status for non-bargaining unit personnel and strong District-rights language covering bargaining unit members.
- Establishing meaningful internal processes, from "open door" communications to structured review or appeal procedures, to encourage the handling of employee claims internally.
- Developing drug-free workplace policies.
- Providing immediate guidance on emerging issues, particularly through the onset of COVID-19 and the demand to maintain uninterrupted customer service while providing a safe workplace.
- Interacting directly with the International Brotherhood of Electrical Workers (IBEW), or advising District personnel, to resolve issues of MOU interpretation and emerging employee claims or grievances.

Amy Patton works very closely with her clients to guide them through addressing policy violations, misconduct, and performance management. She also works with her clients to help them address claims of discrimination, harassment, and retaliation. She is skilled at conducting workplace investigations, as well as investigations of abuse in the nonprofit sector.

Ryan Kilpatrick has considerable experience providing advice and counsel on an ongoing basis to employers about issues regarding their labor force. In the course of his representation, he has assisted with traditional labor law issues, union relations and collective bargaining, as well as advised his clients regarding how to prevent and respond to alleged violations of law and violations of company policies on an iterative basis. Ryan works hard to gain a sophisticated understanding of his clients' policies and the issues unique to his clients' circumstances so that he can provide advice geared toward achieving a favorable outcome in every instance in which his services are requested.

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.

P&F proposes that employee benefits and retirement issues be handled by Sherrie Boutwell of Boutwell Fay. For many years, P&F has referred its clients to Sherrie for all types of benefits-related issues, and we have developed a close working relationship with Sherrie and her team. We also understand that Sherrie has worked with OC San in the past. In the event OC San would prefer that benefits-related work performed by Sherrie be billed through P&F, that is an arrangement we can easily accommodate as well.

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.

The entire proposed P&F team has extensive experience counseling clients on recruiting and hiring issues, including issues relating to equal employment opportunity, and ADA and FEHA compliance. In particular, Phil Lem regularly advises clients that have questions regarding applicants with disabilities and other unique circumstances that could implicate these laws. His approach often involves coming up with creative solutions to these challenges that satisfy legal requirements while ensuring minimal disruption to the client's operations. Phil is also very well-versed in issues pertaining to independent contractors. Phil has deep experience preparing and reviewing independent contractor agreements, as well as reviewing and auditing the work performed by independent contractors to ensure that such workers are not being misclassified. In particular, Phil regularly performs this work for Tillys, as it often contracts with independent contractors to perform a wide variety of work for the company. Phil approaches this work practically, and ensures that his clients can make an effective cost/benefit analysis when evaluating classification issues.

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.

Amy Patton is a frequent trainer and public speaker. She gives the legally mandated harassment training, and also will customize training for her client's specific needs. Examples of recent training topics she has given include the following topics: conducting effective internal investigations, reasonable accommodations and the

interactive process, management training for new managers on common employment law topics, and executive-level harassment training with a question-and-answer session.

Ryan Kilpatrick has a high-level understanding of harassment under FEHA and Title VII and has conducted numerous harassment trainings to supervisor and employee workforces in compliance with California law.

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.

The P&F team has extensive experience advising clients on issues pertaining to classification and compensation of employees. P&F's experience in these areas runs the gamut from advising on classifying employees as exempt under the various wage and overtime exemptions available under federal and state law, to counseling clients on issues pertaining to compliance with laws relating to reporting time pay, and minor labor laws. We often counsel clients on issues relating to bonuses and overtime, which can be particularly important since missteps can lead to significant liability in a representative action. Phil Lem has acted as a resource in these areas for all types of clients, including those in the hospitality, retail, restaurant, staffing, and health care industries. Ryan Kilpatrick also has considerable experience advising clients on disputes regarding personnel matters covering a wide array of issues, including wage-and-hour laws (including the FLSA), and OSHA requirements. Ryan has extensive experience advising/representing clients on issues and in litigation relating to issues under the ADA and California's counter-part statute (FEHA).

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

With an eye toward preventing litigation and conflict, Amy Patton works with her clients to manage problematic performance. She works with her clients to effectively document performance and disciplinary issues so that the employer may make timely decisions on the employment of personnel in the probationary period and to structure effective performance improvement plans and discipline.

In litigating claims arising out of termination for poor work performance and/or employee misconduct, Ryan Kilpatrick has gained valuable experience regarding best practices for documenting such issues in the form of performance evaluations, performance-improvement plans, and disciplinary actions so as to best protect the organization in any subsequent litigation that may arise. Not only has he reviewed numerous examples of

documentation and cases in which employee performance issues were managed, his experience in cases where such documentation and administration fell short of properly protecting the organization provides him with valuable insight into what steps should be taken to adequately protect the organization's interests.

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

Workers' compensation matters carry a significant risk of becoming civil litigation with claims of disability discrimination and failure to accommodate. Amy Patton works closely with her clients to track, manage, and properly communicate with employees during workers' compensation leaves, coaching her clients to always assume that a change in status or physical limitations warrants communication and dialogue on possible accommodations. Amy reviews interactive process communications and advises on documentation of communication efforts in more complex or lengthy workers' compensation leaves of absence. Amy believes that active management by the company of workers' compensation matters significantly reduces the risk of civil litigation.

Our team has extensive experience litigating disability discrimination claims that involve workers' compensation claims and issues that can impact the litigation. In particular, we often have obtained key admissions and facts from workers' compensation proceedings and depositions and understand how workers' compensation settlements can impact litigation. We also have experience litigating employee claims under Labor Code section 132a alleging retaliation for filing a workers' compensation claim.

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

P&F team members have been deeply involved in COVID-related safety and health programs and have also handled unsafe work environment complaints. For example, Ryan Kilpatrick has considerable experience preparing and implementing COVID-19 Prevention Programs (CPP) for numerous clients at each of their worksites in accordance with Cal/OSHA regulations. In each instance, Ryan collaborates with his clients to gain a detailed understanding of the relevant circumstances at each of his client's worksites to ensure each CPP is tailored to satisfy Cal/OSHA requirements. Ryan also has experience defending clients in civil litigation involving alleged retaliation for employee complaints of unsafe work conditions under Cal. Lab. Code 6310.

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.

The P&F team is often tasked with handling difficult investigations into employee misconduct and advising clients regarding proposed disciplinary actions. After defining the scope of the investigation, we work with our clients to gather and review all applicable policies, identify witnesses, and conduct interviews. We typically interview the complainant first, then witnesses and then the subject of the investigation. We will conduct follow-up or further interviews as indicated. We always keep a well-organized, confidential investigation file for each matter. It will consist of the following: an investigation overview that will identify who will be interviewed, in what order and when, what policies are relevant, needed documents (email, badge swipes, timekeeping, accounting), preparatory activity, relevant policies or labor agreements, and a brief description of communications; a Notice of Confidentiality and a Prohibition Against Retaliation for the Complainant and all Witnesses; documentation of the Complaint; relevant policies; relevant labor agreement provisions; interim discipline; witness interviews; materials collected (if voluminous, these will be in a separate index); a chronology if the facts are complex or cover a significant period of time; and a written report if requested.

We explain that there will be no retaliation tolerated. We advise witnesses that they should refrain from discussing the investigation or the interview with others in a manner that could harm the complaining employees and/or the employee being complained about. We explain that all information we receive will be kept confidential to the extent possible without promising confidentiality, and that the person being complained about likely will be interviewed as part of this investigation process and it will be necessary to share certain information with that person in order to make factual determinations.

Many of our clients choose to use other counsel or firms to conduct investigations in order to maintain the privilege of our communications and advice. In those cases, we will counsel the client regarding all aspects of the investigation, but will not conduct the investigation ourselves. In these instances, we are usually asked to advise regarding proposed discipline, and often have a hand in drafting written disciplinary documents. We have performed this role for OC San in connection with the Bauer and Livingston

matters, in which we reviewed all relevant investigation and grievance documents, and prepared detailed final termination decisions.

Amy Patton has conducted many workplace investigations involving allegations of discrimination, harassment, sexual assault, and abuse. She also has conducted investigations of employer suspicion of policy or legal violations. In concert with appropriate financial fraud investigators, Amy has coordinated and conducted investigations of employee fraud, embezzlement, and theft.

4.2.4.1.2 Employment claims, grievances, complaints, labor disputes, and labor bargaining under the Meyers-Milias Brown Act.

Our legal team has extensive experience handling labor disputes and bargaining for both public and private sector employers. Jeff Brown has worked with the Irvine Ranch Water District to negotiate memoranda of understanding with an employee association, and then with the IBEW, for two units of employees (supervisory and general). He has handled grievances arising under the MOU's, and PERB charges, through to successful outcomes and has helped to maintain constructive relationships with the employees' representatives.

Dan Fears and Phil Lem have handled a variety of union claims and grievances for private sector employers relating to CBA interpretation and employee discipline. Dan has been lead arbitration counsel in many such grievance arbitrations.

Ryan Kilpatrick also has considerable experience representing his private sector clients on traditional labor law issues, union relations (including claims, grievances, labor disputes, arbitration, etc.) and collective bargaining under the NLRA. P&F's experience under the NLRA is highly transferable to representation of public employers under the Meyer Milias Brown Act.

4.2.4.2 Perform legal research and provide legal opinions as requested;

CONFIRMED

4.2.4.3 Attend OC San Committee and Board meetings as requested and provide updates and/or legal advice during the meetings;

CONFIRMED

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;

CONFIRMED; The P&F team has extensive experience in this area as reflected in its response to Section B.1.3 Overview (above).

4.2.4.5 Represent OC San in hearings involving disciplinary actions;

CONFIRMED. Dan Fears and Phil Lem represented OC San in the petition of Wesley Bauer for administrative mandamus challenging his termination. They handled all aspects of the proceeding, including a mediation and the hearing on the petition. The court ultimately denied Bauer's petition and thus upheld the termination.

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;

CONFIRMED

The P&F OC San team of attorneys are experienced employment litigators who are trusted by some of the largest companies in the world to handle their employee litigation. For example, we believe that we now represent Walmart in more single-plaintiff matters than any other firm in California. We are a go-to firm for Walmart when difficult, high-stakes, single-plaintiff matters arise. Walmart has reassigned cases to our firm, mid-litigation, when the high-stakes nature of the case becomes apparent. Walmart has been especially pleased with our ability to effectively assess matters in the early stages of litigation, and efficiently resolve matters for nominal settlements. P&F also handles employment litigation for other well-known national brands, including, among many others, CVS, Kohl's, and Safeway.

We also have experience handling litigation for public sector employers. Dan Fears and Phil Lem are currently handling two single-plaintiff discrimination/retaliation cases brought by former OC San employees (Blazevic and Palazuelos) in Orange County Superior Court. Dan and Phil also successfully defended OC San in the Bauer petition for administrative mandamus in Superior Court. Jeff Brown has represented the Irvine Ranch Water District in litigation in Orange County Superior Court when employees have made wrongful termination or other employment claims. **[SEE ALSO SECTION 4.2.4.1.2 BELOW]**

While we often procure favorable settlements for our clients, we also have a demonstrated track record of winning for our clients at arbitration, at summary judgment, at trial, and on appeal (if necessary), and we do so in an honest, ethical, and

cost-effective manner with a diverse group of attorneys. We have built this record by taking on the tough cases and the “lost causes,” and finding ways to win. We have tried cases on bad facts, in hostile venues, and against sympathetic plaintiffs. We know what it is like to stand in front of a jury or an appellate panel and actually deliver on the promises of tough, effective advocacy that we made at the outset of the case, and we relish the opportunity to take matters to trial.

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.

CONFIRMED

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.

CONFIRMED; **SEE DETAILED BACKGROUND IN SECTION 4.2.4.1.2**

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.

CONFIRMED; **SEE DETAILED BACKGROUND IN SECTION 4.2.3.3.**

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.



WILL SUB-CONTRACT TO SHERRIE BOUTWELL AS OUTLINED ABOVE IN SECTIONS B.1.4 AND 4.2.3.2.

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).

CONFIRMED

Response Section C: Rate Schedule– Submit a Rate Schedule separately from your Response File. Upload your Rate Schedule as a separate document in PlanetBids. At a minimum, the Rate Schedule shall include Respondents' billing rates for each employee proposed to perform work under the contract and for any and all other applicable costs.

SEE SEPARATE FILE AS REQUESTED

FORMS

C: Insurance form

G: Non collusion

H: Iran contracting (N/A)

I: Acknowledgement form

SEE SEPARATE FILE COMBINING C, G, I (H is N/A)

Philip K. Lem

PARTNER

Irvine
949-797-1201
pkl@paynefears.com



Philip Lem represents management in a multitude of labor and employment and business litigation matters.

Phil has substantial experience defending wrongful termination, discrimination, harassment, retaliation, and whistleblower claims by employees. He regularly defends companies against wage-and-hour class actions and Private Attorneys General Act (PAGA) claims, including those alleging misclassification of employees, meal and rest break issues, underpayment of overtime compensation, and wage statement inaccuracies. In addition to his litigation practice, Phil assists management with the development of workplace practices and policies, counsels employers to ensure legal compliance, and drafts and updates employee handbooks and other personnel policies.

Phil's business litigation practice covers complex matters involving breach of contract, breach of fiduciary duty, unfair competition, and copyright and trademark infringement. He often handles claims involving employee mobility, including the alleged theft of trade secrets and the enforceability of agreements not to compete and/or solicit employees and customers. Before joining Payne & Fears, Phil was an associate at a New York City firm where he represented major banks, financing companies, trustees, and secured lenders in commercial, bankruptcy, creditors' rights, and securities disputes in New York state and federal courts.

Outside of the office, Phil chases his kids around the house and tries to make it to the golf course and tennis courts. He also enjoys supporting his hometown (Kansas City) and alma mater (Notre Dame) sports teams.

Philip K. Lem

Representative Matters

- Secured a seven-figure arbitration award on behalf of a technology company against a disgruntled former executive of the company who impermissibly modified his employer's systems and accounts prior to his termination.
- Obtained summary judgment on behalf of a technology company against a former employee in a pregnancy discrimination and retaliation action.
- Handled arbitration resulting in a complete victory for the employer in a disability discrimination, retaliation, and wrongful termination case brought by a marketing employee of a global electronics company.
- Obtained summary dismissal of all claims in an age and race discrimination suit in an arbitration filed by former employees of a plastics manufacturer.
- Obtained a "walk-away" settlement for a medical transportation company after filing a summary judgment motion.

Education

- J.D., Georgetown University Law Center, 2009
- B.A., Political Science, University of Notre Dame, 2005

Amy R. Patton

PARTNER

Irvine
949-797-1276
arp@paynefears.com



Amy Patton represents employers in state and federal courts in a broad range of labor and employment law matters, including claims for wrongful termination, discrimination, harassment, retaliation, trade secret misappropriation and wage-and-hour violations.

She handles both single-plaintiff litigation and class actions in state and federal court and has appeared before various administrative agencies, including the Equal Employment Opportunity Commission (EEOC), the California Department of Fair Employment and Housing (DFEH) and the California Division of Labor Standards Enforcement (DLSE).

In addition to her litigation practice, Amy assists management in the development of sound workplace practices and policies. She counsels employers on compliance with family and medical leave laws, wage-and-hour compliance and employee discipline issues. She advises clients on the creation and implementation of leave programs, conducts wage-hour and pay practices audits, analyzes exemption status under state and federal law and drafts and updates employee handbooks and other personnel policies.

Before joining Payne & Fears, Amy was an associate for five years with Latham & Watkins, where she obtained significant experience in all areas of employment law and in business litigation. Amy started her legal career in the labor and employment department of a regional law firm in Texas. She also practiced in the commercial litigation department of a regional law firm in Arizona.

Amy R. Patton

Representative Matters

- Successfully defended an employer in a Private Attorneys General Act (PAGA) lawsuit, obtaining a dismissal of the claims by demurrer on the grounds that a plaintiff cannot bring a second PAGA action after the defendant resolves an identical PAGA action in another matter. On appeal, successfully defended the trial court's ruling. (See related [opinion](#)).
- Successfully resolved for nuisance value a class action lawsuit brought under the Fair Labor Standards Act alleging that workers nationwide were improperly classified as independent contractors rather than employees.
- Successfully resolved a PAGA lawsuit alleging that per diems meant to reimburse the expenses of traveling healthcare employees were disguised wages.
- Successfully resolved a class action lawsuit with PAGA claims alleging miscalculation of the regular rate of pay with regard to flat sum bonuses.
- Successfully resolved a class action lawsuit with PAGA claims alleging improper rounding of time related to the start time and duration of meal periods.
- Successfully resolved, on an individual basis, a PAGA lawsuit alleging that nonexempt employees were paid improperly at the base rate of pay for sick time taken under California's Healthy Families Healthy Workplaces Act.

Education

- J.D., *magna cum laude*, Order of the Coif, University of Houston Law Center, Houston, Texas, 1997
- B.A., History, University of Texas at Arlington, Texas, 1993

Jeffrey K. Brown

PARTNER

Irvine
949-797-1100
jkb@paynefears.com



Jeff Brown defends employers against class actions and individual cases brought under California and federal employment laws. Jeff brings a strong track record of litigation wins at every level, in every forum, to his engagements. Recent results include:

- Winning complete defense verdicts in four recent jury trials (and successfully defending two of the victories in front of the Court of Appeal).
- Beating a statewide wage-and-hour class action by winning summary adjudication against a certified meal-period class, and then successfully moving to strike the accompanying Private Attorneys General Act (“PAGA”) claims (and again successfully defending the victories on appeal).
- Winning an employee-mobility case by successfully preventing a California-based business client from being sued in New Jersey for allegedly “raiding” a competitor.
- Winning a five-day sexual harassment trial in arbitration.

Jeff also handles traditional labor matters, and regularly represents employers in union representation elections, unfair labor practice proceedings, labor arbitrations and collective bargaining.

He currently serves as the Managing Partner of the firm’s Orange County office.

Jeffrey K. Brown

Representative Matters

Jeff repeatedly has demonstrated an ability to understand his clients' goals and then use the law to accomplish those purposes. Not only has he consistently prevailed in litigation, but he has developed effective strategies to fix problems outside of the courtroom and reduce legal claims. For example, as national employment counsel for a major educational company, he not only built coast-to-coast litigation teams that have won cases in California, Washington, Arizona, Texas, Colorado, Minnesota, Illinois, Florida, Michigan, and New Jersey, but also developed multistate management-training programs to reduce the incidence of employment claims.

Examples of areas in which Jeff regularly provides preventative advice include:

- Wage-and-hour practices, including rest and meal break policies, timely payment of wages, and proper record keeping
- Leave policies, including compliance with Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), workers' compensation, ADA, and related state and federal laws regarding employee leave
- Acquisition of employees and business units from competitors, and protection from raiding by competitors, involving trade secrets, confidential information, non-compete or non-solicit agreements, and potential unfair competition claims
- Implementation of arbitration agreements and other employment documents to protect against litigation risks
- Employee terminations, including risk assessments, separation agreements, and negotiations.

Education

- J.D., University of California at Berkeley, Boalt Hall School of Law, 1992
- B.A., History, Yale University, 1989

Ryan L. Kilpatrick

ASSOCIATE

Irvine

949-797-1246

rlk@paynefears.com



Ryan Kilpatrick represents employers in all areas of labor and employment law, including administrative proceedings and civil litigation regarding claims for employment discrimination, retaliation, harassment, failure to accommodate, violations of the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Fair Labor Standards Act (FLSA), the Private Attorneys General Act (PAGA) class actions, wrongful termination, wage-and-hour litigation, and other claims under state and federal law.

In addition, Ryan provides advice and counsel to employers on a variety of legal issues including regulatory compliance, employee relations, separation and disciplinary issues, hiring, termination, employee leave, restrictive covenants, compensation benefits, reimbursements, reasonable accommodations, restrictive covenants, safety protocols, and company policies.

Ryan has gained considerable labor law and industry experience representing shipping terminals out of the Long Beach/Los Angeles Harbor. In the course of his representation, he assisted with traditional labor law issues, union relations and collective bargaining against a powerful and aggressive union. Ryan's unique experience has given him a nuanced understanding of operations within the marine and shipping industry.

Education

- J.D., University of California, Irvine, School of Law, 2020
- B.A., Business Administration (Finance), California State University, Fullerton, 2013

Daniel F. Fears

PARTNER

Irvine
949-797-1222
dff@paynefears.com



Daniel Fears is a founding partner at Payne & Fears.

He represents companies in all aspects of employment law and related civil litigation, including employment law class actions, wrongful termination litigation and preventive advice, traditional labor law advice, litigation and National Labor Relations Board (NLRB) proceedings, employment and housing discrimination, labor-management relations and arbitrations, civil rights, trade secrets, and other employment law litigation.

Dan serves as litigation counsel for Fortune 500 companies in class action and multi-plaintiff litigation, and represents employers in aerospace, national defense, retail, construction, entertainment, banking, hospitality, healthcare, housing, and other industries.

Dan has been named as one of the Top 100 Most Powerful Employment Lawyers in the United States by *Human Resource Magazine*, and was named to the OC 500 by the *Orange County Business Journal*, a list of prominent and influential business leaders in Orange County.

Before founding Payne & Fears, Dan was a partner in the employment law department at Paul Hastings LLP.

Education

- J.D., *magna cum laude*, University of San Diego School of Law, 1983
 - Research Editor, *San Diego Law Review*
 - Staff Writer, *Public Interest Law Journal*
- B.A., California State Polytechnic University, Pomona, 1979

Sherrie Boutwell

PARTNER

Irvine
949-660-0484
sherrieboutwell@boutwellfay.com



For over thirty years, Sherrie has focused her entire law practice and ongoing education on finding solutions in this ever-changing and complex area of today's employee benefit challenges.

She enjoys unraveling the mysteries of ERISA with her clients with a clear focus on truly understanding each client's issues while carefully and clearly defining the best options for each situation. Sherrie has represented clients before the Internal Revenue Service, the United States Department of Labor, the Pension Benefit Guaranty Corporation, arbitrators from the American Arbitration Association and the United States District Court, with respect to employee benefits issues.

With an emphasis on retirement and deferred compensation plans, Sherrie advises and counsels a broad range of clients including employers, employees, plan fiduciaries, financial institutions, government agencies and trade associations, on a wide array of employee benefits matters. Sherrie has extensive experience and is a highly sought-after speaker, writer, and advisor on employee benefits topics.

Sherrie takes pride in bringing a practical and down to earth approach to resolving complex benefits issues involving qualified plans, non-qualified plans and health and welfare plans.

Education

- J.D., University of California, Los Angeles, 1983
- B.A., *magna cum laude*, University of California, Irvine, 1979

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LETTER OF OFFER

To: ORANGE COUNTY SANITATION DISTRICT
B. Cori Voss, Contracts, Purchasing &
Materials Management

From: Philip Lem

Date: August 1, 2023

A.1 Identification of Respondent, including name, address, and telephone number.

Philip Lem (address and telephone number are included above)

A.2 Proposed working relationship between Respondent and subconsultants, if applicable.

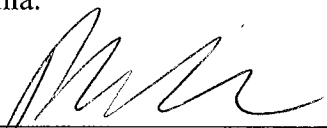
There will be one subconsultant, who we have worked with extensively over the years. We will bill this subconsultant and provide them with regular updates to ensure a seamless experience for OC San. More details are provided in the RFQ response.

A.3 Name, title, address, and telephone number of contact person during period of response evaluation.

See A 1

A.4 This response shall remain valid for a period of not less than 180 calendar days from the date of response opening.

Executed this 2ndnd day of August, 2023 in Irvine, California.



Philip Lem
Partner, Payne & Fears LLP

PAYNE & FEARS

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MEMORANDUM

To: ORANGE COUNTY SANITATION DISTRICT From: Daniel F. Fears

File No.: 3090-000 Date: August 1, 2023

Subject: FINANCIAL STATEMENT RE
REQUEST FOR PROPOSAL (RFP)

I confirm that the financial condition of Payne & Fears LLP is currently stable. We maintain a healthy financial standing, free from any conditions that could impede our ability to complete the Scope of Work.

As of this statement, there are no pending litigations, bankruptcies, planned office closures, or impending mergers that would affect our capacity to fulfill our contractual obligations.

Executed this 1st day of August, 2023 in Irvine, California.



Daniel F Fears
Co-Founder, Payne & Fears LLP

Rate Schedule

The following is the proposed hourly rate scheduled for the Payne & Fears team members for OC San.

RATE SCHEDULE		
Attorney	Role	Rate
Philip Lem	OC San Team Partner	\$495
Amy Patton	OC San Team Partner	\$535
Jeffrey Brown	OC San Team Partner	\$645
Daniel Fears	OC San Team Partner	\$660
Ryan Kilpatrick	OC San Team Associate	\$345
Sherrie Boutwell*	Sub-contractor	\$550
Paralegals	Paralegal	\$200

*Sherrie Boutwell's fees will be paid directly by P&F and billed to OC San.

Any fees or costs charged by any third parties, such as arbitrators, mediators, experts, etc, as well as any other outside costs in connection with Payne & Fears' work for OC San under the contract will be paid directly by Payne & Fears and billed to OC San at cost and with no markup.