South Bay Cities Council of Governments

December 8, 2025

To: SBCCOG Steering Committee

From: Jacki Bacharach, Executive Director
Kim Fuentes, Deputy Executive Director
David Leger, Program Manager

Re: Retention of Jackson Lewis P.C. for Specialized Labor and Employment Legal Services

BACKGROUND

Over the past several years, the South Bay Cities Council of Governments (SBCCOG) has paid for specialized labor and employment legal services through Best Best & Krieger (BBK). Over that time, Shauna R. Amon, Attorney at Law, at BBK developed an in-depth understanding of the SBCCOG and our employment policies. Earlier this year, Ms. Amon left BBK and now works for Jackson Lewis P.C. SBCCOG staff have been very pleased with the services and advice provided by the attorney.

SBCCOG staff have been presented with a choice of establishing the understanding and relationship with a new attorney at BBK or continuing to utilize Ms. Amon through her new position at Jackson Lewis. If the SBCCOG was to remain with BBK, their new attorney's hourly rate would be $395. If the SBCCOG retains Ms. Amon's services through Jackson Lewis, the hourly rate is $400. Due to negligible difference in hourly rates and her intimate and extensive understanding of the organization, SBCCOG staff recommends retaining the services of Ms. Amon through Jackson Lewis.

SBCCOG Legal Counsel Michael Jenkins has reviewed the engagement letter provided by Jackson Lewis which is attached as Exhibit 1.

RECOMMENDATION

Retain the services of Jackson Lewis P.C. for labor and employment related legal services.

Attachment:
Exhibit 1 – Engagement Letter

JacksonLewis

Jackson Lewis P.C.
Shauna.amon@jacksonlewis.com
Phone: (619) 573 - 4905
jacksonlewis.com

December 1, 2025

VIA EMAIL
Bernadette Suarez
SBCCOG Chair
South Bay Cities Council of Governments
357 Van Ness Way, Suite 110
Torrance, CA 90501

kim@southbaycities.org

Re: Confirmation of Engagement and Fee Agreement

Dear Bernadette:

We are pleased that the South Bay Cities Council of Government's (the "Organization") has chosen to retain Jackson Lewis P.C. (the "Firm") for legal services for labor and employment law advice and counsel. This letter details the scope of our client relationship and outlines the fees for our services. Thank you for choosing us.

A. Scope of Services

As we discussed, we will represent the Organization in providing labor and employment law advice and counsel. We will do our best to serve the Organization efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the Organization. I will have primary responsibility for handling this matter and will use other attorneys and other members of our professional staff, such as paralegals, eDiscovery attorneys, data scientists, data statisticians, data analysts, in the firm in the best exercise of my professional judgment. If, at any time, you have any questions, concerns, or comments, please contact me.

B. Fees

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the Organization at our rates for this engagement for the work performed on the Organization's behalf. Our schedule of hourly rates for attorneys and other members of our professional staff such as paralegals, eDiscovery attorneys, data scientists, data statisticians, data analysts, is based on years of experience, area of expertise, level of professional attainment and geographic location.

My current hourly rate is $400. Any associates that assist with this matter will have a blended rate of $380 per hour. Currently, our hourly rates in the San Diego office range from $295 to $915 for attorneys. I will have primary responsibility for handling this matter and will be working with such other attorneys of our firm to represent the Organization effectively and efficiently. Firm hourly rates may be subject to periodic increases over time. The Firm agrees to provide the Organization with sixty days' notice to any changes in billing rates.

The Firm requires all clients to pay our invoices by wire or ACH transfer, or by check. These instructions are listed at the bottom of the first and last pages of each invoice. The Firm does not accept payment by cryptocurrency of any sort. Our entire billing process is explained in the enclosed "A Word About Our Invoices."

C. Disbursements

Disbursements advanced by us on the Organization's behalf, such as court reporters, expert witnesses, electronic discovery related expenses incurred by the Firm or with vendors, including costs for collection, processing, hosting software review, and production of Electronically Stored Information (ESI), messenger service, and delivery charges where material must be sent by certified or registered mail or by express mail or package carrier will be billed back to the Organization. We generally request reimbursement for travel-related expenses, including lodging, meals, air travel, ground transportation, and related expenses. We also request reimbursement for photocopying costs.

D. Client Cooperation

The Organization understands and agrees that, for us to represent it effectively, it is necessary for the Organization to assist and cooperate with the Firm. The Organization agrees to (1) make itself (including its employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) timely provide complete and accurate information and documents to us; (4) make timely payment to any experts or vendors retained in connection with our services; and (5) advise whether there is an agreement to arbitrate the subject claim(s), either in a stand-alone arbitration agreement, an employee handbook, an employment application or otherwise.

E. Protection of Client Confidences – Electronic Communication Devices

We are always mindful of our central obligation to preserve the secrets and confidences of our clients. To that end, we must agree from the outset what kinds of communications technology we will employ during this engagement. Unless the Organization specifically directs us to the contrary, for this engagement, we agree that it is appropriate for us to use fax machines and email during the engagement with no encryption or other special protections. In that regard, if there is a specific email address which you would like us to use to communicate with you, other than your current Organization email address, please let us know. Please also notify the Firm if the Organization has any other requests or requirements in connection with the

methods of telecommunication, or persons to be included in the circulation of documents relating to the engagement.

The Firm is committed to protecting the confidential and personal information entrusted to it and taking reasonable steps as required by law with respect to its service providers and contractors regarding compliance with applicable data privacy and security laws. By agreeing to the engagement outlined in this letter, the Organization consents and agrees, as applicable, to the terms and conditions of the Firm's online privacy policy and terms of use (https://www.jacksonlewis.com/disclaimer-privacy-and-copyright) as well as the applicable data privacy and security addenda (https://www.jacksonlewis.com/data-privacy-and-security-addenda), which are incorporated herein by reference.

F. Termination of Representation

The Organization may terminate this representation at any time, with or without cause. We also reserve the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of our representation of the Organization would be subject to such approval as may be required from any court(s) in which we are appearing on the Organization's behalf. In the event of termination by either of us, fees and costs for work performed before termination will still be payable as provided for in this letter.

Following any termination of representation, client files will be released only following delivery to the Firm of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees. The Organization will be charged for the reasonable costs of retrieval, assembly, copying, processing and transfer of all files or materials, including Electronically Stored Information (ESI).

Upon termination of representation, the Firm reserves the right to maintain the Organization's legal file in electronic format only. Client files, whether in physical or electronic format, will be kept for 10 years following the close of the matter, absent a written agreement between the Firm and the Organization to maintain the file for a different length of time. After this period has elapsed, the file will be destroyed without further notification to the Organization unless applicable law or court order requires otherwise. If the Organization would like the Firm to return its file at any time during the 10 year retention period, please send a written request to JLRecords&InformationGovernance@jacksonlewis.com.

G. Preservation of Documentation

If notice of a claim is received by the Organization, the Organization must take immediate steps to identify, preserve and collect all relevant information until the matter is completely resolved. This information includes all paper and all Electronically Stored Information (ESI) related to the claim. ESI includes, but is not limited to, emails and attachments, instant messages, text messages, social media postings and messages, messaging accounts or services, Workplace Collaboration Tools (including Slack, Asana, Microsoft Teams, Salesforce Chatter, Workplace Facebook, WebEx, GoToMeeting, Google Docs), voicemails, photos, videos, word processing documents, calendars, spreadsheets, PowerPoints, databases, contact manager

information and Internet usage files. In addition, the ESI stored in the Organization's employees' Organization-issued and owned devices, including phones, tablets, and desktop computers, is likely considered within the Organization's "control" and may also contain important evidence relevant to the claims in this dispute. Additionally, depending on the Organization's written policies and employment agreements, ESI stored in the Organization's employees' personal devices may be considered within the Organization's "control."

The Organization must also immediately suspend any document retention/destruction policy and put in place a Litigation Hold. This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Thus, any individuals who may have relevant information or documents related to a matter must comply with this Litigation Hold.

Although this may seem like an onerous task, document retention is critical for the defense of a matter and to ensure the Organization complies with its legal obligation to preserve and produce relevant information. A failure to preserve documents or electronic data could have dire consequences in a matter. For example, on top of monetary sanctions, the Organization may be precluded from using certain evidence at trial or the court may allow a jury to draw negative inferences against the Organization. Under a worst-case scenario, the court may award a judgment in favor of the claimant. Therefore, if the Organization has any doubt about whether paper or electronic data falls within the scope of a Litigation Hold, it should err on the side of preservation and contact us.

H. Advance Conflict of Interest Waiver

Because of the size, geographical reach and the broad scope of the Firm's legal practice, it is possible that attorneys in one or more of the Firm's offices or departments may now or in the future represent parties in matters in which their interests are adverse to those of the Organization or its affiliates, or have contractual or other dealings with the Organization. As a condition of our representation, the Organization agrees that the Firm may represent other parties in matters in which their interests are adverse to those of the Organization or its affiliates and waives any conflict that would otherwise exist in such matters, provided that (i) any matter in which the Firm represents an adverse party is not substantially related to the Firm's work for the Organization, and (ii) if appropriate, an ethical wall is created to separate the other matter from the matters the Firm is handling for the Organization.

I. Potential Conflicts with Third Party Service Providers

The Firm represents many clients, including various third-party payroll and/or benefits service providers, in matters unrelated to this matter. Because of the Firm's relationship with these service providers, it would be prohibited by the Rules of Professional Conduct from advising the Organization regarding any indemnification claims it may have against any service provider who is also a Firm client. Additionally, if the Organization desired to pursue the service provider for indemnification, such desire could create a conflict in the Firm's continued representation of the Organization in connection with this matter. If at any time the Organization decides that it intends to explore the possibility of pursuing a service provider for indemnification,

we ask that the Organization kindly alert the Firm so that we can take steps to determine if a conflict exists regarding our underlying defense of the Organization in this matter.

J. Potential Insurance Coverage

Whenever a potential claim is raised, the Organization should review this matter with its internal counsel, insurance broker or anyone else with whom it wishes to discuss the possibility of other insurance being applicable, e.g., employment practices liability insurance, directors and officers or other insurance policies or programs such as an excess liability insurance policy, homeowners or personal insurance or any other form or kind of insurance including workers' compensation insurance. As employment defense counsel, the Firm cannot provide an opinion about the obligation, extent, or terms of the Organization's coverage. As with any insurance policy, prompt and complete notice should be given, as required by the policy and by applicable law. Failure to do so could adversely affect the existence of or eligibility for any insurance coverage.

K. Dispute Resolution

Organization and Jackson Lewis P.C. agree that any dispute between us arising out of, or relating to, this agreement, or the breach thereof, shall be resolved by binding arbitration between the parties. This includes, but is not limited to any claims regarding attorney's fees or costs under this agreement or regarding a claim of attorney malpractice, that is, whether any legal services Jackson Lewis P.C. has rendered, under this agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual or ethical duty.

This agreement to arbitrate shall be governed by the Federal Arbitration Act ("FAA"). The procedures of the California Arbitration Act shall apply to the extent they are not preempted by the FAA and consistent with the procedures set forth in this agreement. Arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules can be found at the AAA's website (https://www.adr.org/sites/default/files/CommercialRules_Web.pdf).

Please note there are certain advantages and disadvantages when submitting a dispute to an arbitral forum as compared to a judicial forum. In arbitration, the dispute will be submitted to a single arbitrator or a panel of arbitrators presiding over the issues. For purposes of this agreement, a single arbitrator will preside over any arbitration brought pursuant to this provision. In a judicial forum, the Organization would be entitled to a trial before a jury in a courtroom open to the public. The outcome of the arbitration generally will not be appealable and will remain confidential. In comparison, the non-prevailing party in a judicial proceeding has a right to appeal to challenge errors in the trial court and any award or verdict is a matter of public record. If a settlement results from a matter filed in a judicial forum, a confidentiality provision would be a negotiated term of the settlement. In terms of potential costs, the cost of the arbitration, including payment to the arbitrator, shall be shared by the parties, but the arbitrator shall have the right to allocate costs in the final award. With a judicial proceeding, each party bears their respective filing fees and neither pays for the services of the judge. It is also important to note the

scope of discovery available in arbitration may be more limited that a judicial forum, which generally has broad discovery.

The Organization should review the differences between a dispute in an arbitral and judicial forum and should carefully consider whether arbitration is acceptable to it. If the Organization so desires, it should consult with independent counsel regarding this issue.

Notwithstanding the foregoing above, in any dispute subject to the jurisdiction of the State of California over attorneys' fees, charges, costs or expenses, the Organization has the right to elect arbitration under the fee arbitration procedures of the State Bar of California, as set forth in California Business & Professions Code sections 6200, et seq. Those procedures permit a trial after fee arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the fee arbitration award. If, after receiving a notice of the Organization's right to arbitrate, the Organization does not elect to proceed under the State Bar fee arbitration procedures and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs, or expenses will be resolved by binding arbitration as provided in this section. In addition, any trial after fee arbitration shall be pursued in arbitration under subparagraph 1 as set forth above.

L. Miscellaneous Provisions

This agreement can be amended or modified only by a writing signed by you and the Firm.

This agreement shall be binding upon the Organization and the Firm, and our respective heirs, executors, legal representatives, successors, and assigns.

Nothing in this agreement is intended or shall be construed as impermissibly waiving or limiting the Firm's or its attorneys' professional obligations to the Organization or to the profession under the Disciplinary Rules of Professional Conduct adopted by the State Bar of California or other law.

Because of our ethical obligations to our clients, it would not be appropriate for the Firm to advise the Organization on whether to agree to the terms of this agreement. The Organization should make that decision independently. If the Organization has legal questions about this agreement or the role of Jackson Lewis in representing the Organization, the Organization may review those questions with another attorney. The Organization's acceptance of the terms of this agreement will confirm that the Organization has made that decision independently and that the Organization understands its option to review its terms with other counsel of the Organization's choosing.

* * * *

If the above and the attachment is acceptable to the Organization, please sign below and return a copy of this letter to me.

If you have any questions at any time about the scope of our representation, the handling of any matter or the content of any invoice, please contact me at 619-573-4905 or shauna.amon@jacksonlewis.com. We are pleased to be of service to the Organization.

Enclosure

Agreed to and accepted by:

JACKSON LEWIS P.C.

_____

By: Shauna R. Amon
Title: Principal

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

_____

By: Bernadette Suarez
Title: SBCCOG Chaier

Date:

_____

A WORD ABOUT OUR INVOICES ...

Invoices are sent to our clients monthly or pursuant to an insurance carrier's guidelines if applicable. The preferred method of delivery for our invoices is email. Billings for services rendered on your matter(s) and for reasonable expenses incurred on your behalf are sent about three to four weeks after the end of the month in which the work is performed.

As detailed in the engagement letter, for any threatened or actual claim, please verify whether there is insurance of any kind that may cover the actual or potential claim and if there is, please provide prompt and complete notice to us and to the insurance carrier.

Subject to applicable guidelines, we charge for all services rendered on your matter(s) including, but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. These include reimbursement for travel-related expenses, such as lodging, meals, air travel, ground travel, auto expenses, parking fees, tolls and mileage. We also bill for all photocopying costs, telephone calls, facsimiles, postage, messenger service and, if required, delivery charges where material is sent via certified or registered mail or by express mail or package carrier. If a situation arises which requires overtime work by our secretaries, we will invoice you at our cost. All third party charges (e.g., filing, trial, and court reporter fees) are the responsibility of the client and should be paid directly by the client. The cost for computerized legal research is the rate calculated by our vendor LexisNexis. Your cost is not based on the annual discount arrangement the Firm has with LexisNexis. Payment for our services and expenses described are expected upon receipt of our invoice. We are confident our clients make every effort to pay us promptly.

We do our utmost to provide quality and professional service to our clients. In return, we expect timely payment for services rendered. A monthly service charge of one and a half percent (1.5%) is added to the unpaid balance of any invoice not paid within 90 days after it is rendered.

Electronic discovery related charges will be billed directly by the vendor who provides these services. These nonlegal services and expert witness charges are provided under separate agreement between you and the vendor or expert. The non-legal services that might be necessary for electronic discovery include: forensic collection of electronically stored information ("ESI") from your computer systems, computer forensic and other technical consulting, ESI processing, ESI uploading and search/review software hosting, ESI production, training, and project management services. You are responsible for making timely payment of their invoices to avoid any disruption in our legal services. Charges by Kroll or other e-services providers will be invoiced on our invoices or separately.

If your payment is submitted without remittance information (invoice number), the Firm will generally apply the payment to the oldest outstanding invoices first. The Firm will provide detail of how the payment was applied upon request.

The above terms will apply to each invoice unless the Firm and the client have agreed, in writing, to a modification of the billing arrangements.

Check payments should be forwarded to our lockbox. Please note the mailing address varies depending upon the method of delivery:

FEDERAL EXPRESS/UPS
Bank of America Lockbox Services
BOX 416019 Jackson Lewis P.C.
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

USPS MAIL
Jackson Lewis P.C.
P.O. Box 416019
Boston, MA 02241-6019

We also accept electronic payment of our invoices. If you choose to pay your invoice by electronic transfer, please include the invoice number in the transfer information and send payment to:

Bank	Bank of America N.A. One Bryant Park, 32nd Floor New York, NY 10036
Routing Number WIRES **Routing Number ACH/EFT**	026009593 021200339
For credit to **Account**	Jackson Lewis P.C. 381032861703
SWIFT Code International Wires in USD **SWIFT Code International Wires in FX**	BOFAUS3N BOFAUS6S

Please send the confirmation notice detailing client number and invoice number to: epayments@jacksonlewis.com

Our foreign-based clients must ensure payment is made via international money order payable in U.S. dollars. If payment is by regular check drawn on a foreign bank, we will add $30 to our bill for banking charges. If you have any questions about our billing procedures or any time or disbursement charges, please speak to the attorney responsible for your matter.