



# AGENDA

## IRVINE COMMUNITY ALLIANCE FUND SPECIAL MEETING

June 15, 2021  
11:30 AM

ZOOM MEETING

Donna Theriault  
President

Patricia Fierro  
Vice President

Mike Cribbin  
Chief Financial Officer

Michael Dominguez  
Secretary

Board Members:  
Pamela Baird  
Patty Vidovich  
Vacant

### IMPORTANT PUBLIC HEALTH AND SAFETY MESSAGE REGARDING PARTICIPATION IN IRVINE COMMUNITY ALLIANCE FUND MEETING

AS A RESULT OF THE COVID-19 VIRUS, AND RESULTING ORDERS AND DIRECTION FROM THE PRESIDENT OF THE UNITED STATES, AND THE GOVERNOR OF THE STATE OF CALIFORNIA, AND THE ORANGE COUNTY HEALTH CARE AGENCY, AS WELL AS THE CITY OF IRVINE EMERGENCY DECLARATION, THE PUBLIC WILL NOT BE PERMITTED TO PHYSICALLY ATTEND THE IRVINE COMMUNITY ALLIANCE FUND MEETING TO WHICH THIS AGENDA APPLIES.

YOU MAY SUBMIT COMMENTS ON ANY AGENDA ITEM OR ON ANY ITEM NOT ON THE AGENDA, IN WRITING VIA MAIL TO "ATTN: IRVINE COMMUNITY ALLIANCE FUND," ONE CIVIC CENTER PLAZA, IRVINE, CA 92606; BY EMAIL TO [MDOMINGUEZ@CITYOFIRVINE.ORG](mailto:MDOMINGUEZ@CITYOFIRVINE.ORG). YOU MAY ALSO PROVIDE LIVE COMMENTS VIA "ZOOM." FOR MORE INFORMATION, VISIT [IRVINE.COMMUNITYALLIANCEFUND](http://IRVINE.COMMUNITYALLIANCEFUND).

PLEASE NOTE: THE IRVINE COMMUNITY ALLIANCE FUND IS MAKING EVERY EFFORT TO FOLLOW THE SPIRIT AND INTENT OF THE BROWN ACT AND OTHER APPLICABLE LAWS REGULATING THE CONDUCT OF PUBLIC MEETINGS, IN ORDER TO MAXIMIZE TRANSPARENCY AND PUBLIC ACCESS. FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT THE COMMUNITY SERVICES DEPARTMENT AT 949-724-6600, OR VIA EMAIL AT [MDOMINGUEZ@CITYOFIRVINE.ORG](mailto:MDOMINGUEZ@CITYOFIRVINE.ORG). IT WOULD BE APPRECIATED IF WRITTEN COMMUNICATIONS OR PUBLIC COMMENTS RELATED TO ITEMS ON THE AGENDA, OR ITEMS NOT ON THE AGENDA, ARE PROVIDED PRIOR TO THE COMMENCEMENT OF THE MEETING.

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**Speaker's Card/Request to Speak:** If you would like to address the Board on a scheduled agenda item, please complete the [Request to Speak Form](#). The card is at the table at the entrance to the conference room. Please identify on the card your name, address (optional), and the item on which you would like to speak and return to the Recording Secretary. The [Request to Speak Form](#) assists the President in ensuring that all persons wishing to address the Board are recognized. Your name will be called at the time the matter is heard by the Board.

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**CALL TO ORDER**

## **ROLL CALL**

### **1. CLOSED SESSION**

- 1.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Government Code Section 54956.9(d)(1) – *In the Matter of Jordan Dana Frasier Family Trust*, Second Judicial District Court of the State of Nevada and for the County of Washoe, Case No. PR16-00128.**

## **RECONVENE TO IRVINE COMMUNITY ALLIANCE FUND SPECIAL MEETING**

## **ANNOUNCEMENTS**

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Announcements are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

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## **ADDITIONS AND DELETIONS TO THE AGENDA**

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Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next Board meeting.

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## **PUBLIC COMMENTS**

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Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during public comments. However, no action may be taken on matters that are not part of the posted agenda. Public comments are scheduled for 30 minutes and are limited to 3 minutes per person. If you wish to speak, please complete a Speaker's Form and submit it to the Recording Secretary.

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### **2. BOARD BUSINESS**

- 2.1 ATTORNEY SERVICES AGREEMENT WITH RUTAN & TUCKER, LLP**

**ACTION: Authorize the President to execute an agreement for attorney services with the law firm of Rutan & Tucker, LLP, expiring June 9, 2022.**

## **ADJOURNMENT**

### **NOTICE TO THE PUBLIC**

**At 11:00 p.m.**, the Irvine Community Alliance Fund will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future Commission meeting. All meetings are scheduled to terminate at 12:00 midnight.

### **STAFF REPORTS**

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Irvine Community Alliance fund liaison and are available for public inspection and copying once the agenda is publicly posted, at least 72 hours prior to a meeting. Staff reports can also be downloaded from the City's website beginning the Monday prior to the scheduled Irvine Community Alliance Fund meeting on Thursday.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Irvine Community Alliance Fund liaison at (949) 724-6687.

**SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

Any supplemental writings or documents distributed to a majority of the Irvine Community Alliance Fund regarding any item on this agenda after the posting of the agenda will be available for public review in the Community Services Department, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS**

Written Materials/handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Irvine Community Alliance Fund. Please provide seven copies of the information to be submitted and file with the Recording Secretary at the time of arrival to the meeting. This information will be disseminated to the Irvine Community Alliance Fund Board Members at the time testimony is given.

**CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS**

**AMERICANS WITH DISABILITIES ACT:** It is the intention of the City of Irvine to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Irvine Community Alliance Fund Secretary at 949-724-6655 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at the time if you will need accommodations to attend or participate in meetings on a regular basis.

**COMMUNICATION DEVICES**

To minimize distractions, please be sure all personal communication devices are turned off or on silent mode.

**MEETING SCHEDULE**

Annual meetings of the Irvine Community Alliance Fund are held in accordance with dates selected by the Irvine Community Alliance Fund Board of Directors unless otherwise noted. Agendas are available at the following locations:

- Community Services Lobby
- Public Safety Lobby
- City's web page at [www.ci.irvine.ca.us](http://www.ci.irvine.ca.us)

I hereby certify that the agenda for the Irvine Community Alliance Fund meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of the Civic Center, One Civic Center Plaza, Irvine, California on June 11, 2021 by 4:30 p.m.

  
Irvine Community Alliance Fund Liaison

# **1. CLOSED SESSION**

## **ITEM 1.1**

### **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

*(There is no report associated with this item)*

## **2. BOARD BUSINESS**

### ITEM 2.1

## **ATTORNEY SERVICES AGREEMENT WITH RUTAN & TUCKER, LLP**



# REQUEST FOR IRVINE COMMUNITY ALLIANCE FUND BOARD ACTION

**MEETING DATE:** JUNE 15, 2021

**TITLE:** IRVINE COMMUNITY ALLIANCE FUND ATTORNEY SERVICE AGREEMENT WITH RUTAN & TUCKER, LLP

  
Michael Dominguez (2/16/2021 10:45 PM)

Michael Dominguez  
Secretary of Irvine Community Alliance Fund

## RECOMMENDED ACTION

Authorize the Irvine Community Alliance Fund President to execute an agreement for legal services with the law firm of Rutan & Tucker, LLP, expiring June 9, 2022.

## EXECUTIVE SUMMARY

The Irvine Community Alliance Fund (ICAF) has been named as a beneficiary to the Jordan Dana Frasier Family Trust (Frasier Family Trust). The Frasier Family Trust is conducting a settlement conference on June 17, 2021, and all designated beneficiaries are requested to attend and approve a final settlement. The ICAF Board desires to enter into a legal services agreement with Rutan & Tucker, LLP to support the settlement conference and perform all necessary legal work until the settlement and receipt of funds is finalized.

## COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable

## ANALYSIS

The Irvine Community Alliance Fund (ICAF) has been named as a beneficiary to the Frasier Family Trust. The Frasier Family Trust is conducting a settlement conference where all designated beneficiaries are requested to attend to approve a final settlement on June 17, 2021.

Settlement of the Frasier Family Trust has been a complex proceeding taking place over multiple years. Estate documents have been amended in key areas multiple times and remain contested by beneficiaries who are family heirs. While it's anticipated a final settlement will be achieved on June 17, 2021, it is possible further conferences and/or legal work may be required to finalize and ultimately receive the settlement. The legal

services agreement with Rutan & Tucker provides the necessary legal expertise to complete this settlement.

The ICAF Board desires to enter into an agreement with Rutan & Tucker, LLP (Attachment) to prepare and support ICAF for the settlement conference and to perform all necessary legal work associated with the settlement conference and subsequent reception of funds.

### **ALTERNATIVES CONSIDERED**

The ICAF Board may consider to not retain the legal services of Rutan & Tucker. This is not recommended due to the size of the donation and the legal complexities of achieving a final settlement.

### **FINANCIAL IMPACT**

Staff estimates that legal services will not exceed \$6,000.

**REPORT PREPARED BY** Pamela Baird, Director of Community Services

### **ATTACHMENTS**

Rutan & Tucker, LLP Agreement

June 11, 2021

Irvine Community Alliance Fund (ICAF)  
City of Irvine  
Community Services Department  
1 Civic Center Plaza, 2nd Floor  
Irvine, California 92606

Re: Representation Letter

To Whom It May Concern:

Thank you for asking Rutan & Tucker, LLP to provide legal services with respect to In the Matter of the Jordan Dana Frasier Family Trust, Second Judicial District Court of the State of Nevada and for the County of Washoe, Case No. PR16-00128. This letter sets forth our proposal for the basic terms of the engagement and the arrangement for fees and costs that will apply to the engagement.

If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Otherwise, if you agree, please sign the enclosed copy of this letter in the space provided below. We are pleased to have the opportunity to serve you.

1. *Client; Scope of Representation.* Our client in this matter will be the Irvine Community Alliance Fund (ICAF). We will be engaged to represent you in matters regarding the distribution of funds from the Jordan Dana Frasier Family Trust and will be authorized to obtain support services as necessary. This may include obtaining pro hac vice approval by the court and sponsorship by a Nevada-based law firm. You may limit or expand the scope of our representation from time to time, provided that we must agree to any substantial expansion or limitation of the representation. The firm will perform these services, will take reasonable steps to keep you informed of progress, respond to your inquiries, and will consult with you as necessary. This letter covers all preliminary work we have already performed, as well as future services we will perform.

2. *Duties of Client.* You agree to timely provide us such information, assistance and cooperation as is necessary for us to effectively perform our services and to timely pay our bills for fees, costs and expenses as further described herein.

3. *General Terms; Fees and Expenses.* To assist you in understanding our billing practices and other general terms, I enclose a copy of our current Policy on Professional Fees and General Terms of Engagement (the "General Terms"). The General Terms are incorporated in this

## ATTACHMENT

Irvine Community Alliance Fund (ICAF)

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letter. The General Terms describe the ranges of hourly rates for our attorneys and paraprofessionals and our policies regarding reimbursement of costs and expenses. Please specifically note that the current hourly rate for Jeffrey T. Melching, the lead attorney for this matter, is \$245, partner and associate rate is \$245/hour, and paralegal rate is \$110/hour.

4. *Term of Engagement.* In accordance with the General Terms, either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct.

5. *Retainer.* It is customary under certain circumstances that we receive a retainer as an advance against fees, costs and expenses prior to commencing work on the matter. We have not, however, requested a retainer for the initial representation in this matter. It occasionally may be appropriate to require a retainer or an additional retainer (as the case may be) after the commencement of the engagement, or to require an increase in a retainer, depending on, among other things, your payment history or on the scope of the work. For example, before a trial, we may require a retainer sufficient to cover expected fees, costs and expenses. We also customarily request an advance retainer for the purpose of paying substantial out-of-pocket costs we incur on your behalf. Any retainer received by this firm will be held in our trust account as security for your payment of all amounts owing to us and applied to the final billing in the matter. It may also be applied before the final billing to out-of-pocket costs and expenses which must be advanced on your behalf or to unpaid fees in our discretion.

6. *Binding Arbitration.* We appreciate the opportunity to serve as your attorneys and anticipate a productive, harmonious relationship. If you become dissatisfied for any reason with the services we have performed, the fees charged, or any other aspect of the attorney-client relationship, we encourage you to bring that to our attention immediately. Similarly, if we perceive a problem with the representation, we will discuss it with you. Most such problems can be rectified by communication and discussion. Although in our experience disputes of any type are rare, a dispute conceivably could arise between us which cannot be resolved by discussion or negotiation. We believe such attorney-client disputes are most satisfactorily resolved through binding arbitration rather than by litigation in court.

Arbitration is, as you likely know, a process by which both parties to a dispute agree to submit the matter to a retired judge or other arbitrator who has expertise in the area and to abide by the arbitrator's decision, instead of litigating in court. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration often results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are often substantially less.

Both the United States and California Supreme Courts have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious.

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Arbitration is also less acrimonious and more confidential than traditional litigation and is, therefore, particularly suited to resolution of disputes between attorneys and their clients.

Your agreement to arbitrate disputes is not a condition of our agreeing to represent you, and if you do not wish to agree to arbitrate, then you should advise me before signing the copy of this letter, so we can delete this section of the agreement. You are free to discuss the advisability of arbitration with us or your independent counsel or any of your other advisors.

By signing this agreement, you agree that if any dispute arises out of or relating to this agreement, our relationship, or the services performed by us (including but not limited to any disputes regarding our fees and expenses and any failure by you to pay such fees and expenses in accordance with this agreement, claims of professional negligence, breach of contract or fiduciary duty, fraud or any claim based upon a statute), such dispute shall be resolved by submission to final and binding arbitration in Orange County, California, before a retired judge or justice of the California Superior Court or a higher court. Please be advised that by agreeing to binding arbitration, you are waiving any right to a jury trial on any such dispute. If you and we are unable to agree on a retired judge or justice, each party will name one retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. Should you elect to have any fee dispute arbitrated pursuant to non-binding arbitration under statutory or case law (including your rights to request mandatory fee arbitration under the rules of the Orange County Bar Association), then such non-binding arbitration shall determine only the issue of the amount of fees properly chargeable to you. Any other claims or disputes between us, including claims for professional negligence, shall remain subject to binding arbitration pursuant to this agreement. In the event of such an arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

7. *Conflicts in this Matter.* We cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names. In connection with this matter, we have searched our index for the following names: (i) Jordan ("Joe") Frasier, Dinny Frasier, Jordan Dana Frasier Family Trust, Brad Frasier, Nori Frasier, Amy Frasier Wilson, Premier Trust, Inc., U.S. Bank, Chapman University, Temple Beth Shalom, American Society for the Prevention of Cruelty to Animals (ASPCA), and St. Jude's Children's Hospital as potential client(s) and (ii) Jordan ("Joe") Frasier, Dinny Frasier, Jordan Dana Frasier Family Trust, Brad Frasier, Nori Frasier, Amy Frasier Wilson, Premier Trust, Inc., U.S. Bank, Chapman University, Temple Beth Shalom, American Society for the Prevention of Cruelty to Animals (ASPCA), and St. Jude's Children's Hospital as potential adverse parties. We have not discovered any conflict which requires further action before undertaking our representation. Please advise us, at or before the time you return the signed copy of this letter, if you know of any other individuals or entities which

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may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

8. *Conflicts Waiver.* In undertaking this representation, our objective is to represent you to the best of our ability without forfeiting the continuing representation of our general clients. One purpose of this letter, therefore, is to avoid our disqualification from representing clients which we represent on a more general basis or which we regularly represent in particular matters or controversies. Given the limited nature of our representation, there are certain conditions to our engagement which we would like to explain to you and to which we would like to secure your approval and consent. Rutan & Tucker, LLP is a large law firm which has represented, and continues to represent, many different corporate and individual clients with various interests in numerous industries. It is possible that, during the time we are representing your interests in this matter, you may become involved in transactions and/or disputes in which your interests are adverse to those of one of the firm's present or future clients. Therefore, as a specific condition to our undertaking your representation, you understand and agree that this firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

9. *Lien.* You hereby grant us a lien on any and all claims or causes of action that are the subject of the representation under this agreement. The lien will be for any sums owing to us at the conclusion of services performed. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that we may be able to compel payment of fees and costs from any such funds recovered on behalf of you even if we have been discharged before the end of any applicable matter. Because a lien may affect your property rights, you may seek the advice of an independent lawyer of your choice before agreeing to such a lien. By initialing this paragraph, you represent and agree that you have had a reasonable opportunity to consult such an independent lawyer and—whether or not you have chosen to consult such an independent lawyer—you agree that we will have a lien as specified above.

\_\_\_\_\_ (Client Initial Here)      RM (Rutan & Tucker, LLP Initial Here)

Please be aware that you have the right to obtain the advice of independent counsel regarding the terms of this agreement, and you should feel free to do so.

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This letter and the attached General Terms constitute the entire agreement between you and Rutan & Tucker, LLP with respect to our engagement. No prior oral or written understanding shall be of any force or effect with respect to these matters. This agreement may not be modified, except by a document in writing executed by both parties. A waiver of any party of any breach of any of the conditions, terms or time requirements under this letter shall not be construed as a waiver of any succeeding breach. This letter may be executed in multiple counterparts, each of which shall be deemed an original.

Please review this letter and the General Terms attached hereto carefully. If the terms and conditions of our representation and the billing arrangements under this agreement meet with your approval, please sign the enclosed copy of this letter and return it to me. Please call if you have any questions.

Once again, we are pleased to have this opportunity to work with you.

Very truly yours,

RUTAN & TUCKER, LLP



Jeffrey T. Melching

Enclosure

ACCEPTED AND AGREED:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**POLICY ON PROFESSIONAL FEES  
AND  
GENERAL TERMS OF ENGAGEMENT**

Professional Fees and Billing Procedures.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. The following is intended to explain briefly our present billing policies and procedures. These policies and procedures are subject to change. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

Unless otherwise agreed in writing by you and us, our professional fees will be based on the hourly rates of the attorneys and paraprofessionals working on your matter(s). Our hourly rates for attorneys and paraprofessionals are adjusted from time to time and generally as of January 1st of each year. Adjustments in billing rates will be reflected in the invoice for legal services which constitutes our written notice to you. The current hourly billing rates for attorneys and paraprofessionals at the firm for 2021 are as follows: (i) partners range from \$390.00 to \$1,050.00 per hour, (ii) associates range from \$290.00 to \$515.00 per hour and (iii) paralegals, law clerks, legal interns, legal assistants, document clerks and other paraprofessionals range from \$75.00 to \$330.00.

Rutan & Tucker, LLP bills its clients for costs advanced on a client's behalf, such as filing fees, transcript and deposition fees, reasonable travel expenses, and expert witness fees. The firm also charges for certain costs and expenses incurred on behalf of clients such as long-distance telephone calls, facsimile and telecopier transmissions, copying, scanning, printing, postage, mileage, messengers, and computerized research. Notwithstanding the foregoing, we may forward to you large disbursement invoices for your direct payment to the supplier.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements, however, may not be available to us until the following months, in which case a subsequent statement may be rendered to you for these additional charges, or an estimated amount may be included in the initial billing and an adjustment made when the actual disbursement information is available.

In the absence of other arrangements, our billing statements ordinarily will be rendered to you on a monthly basis.

Our billing statements are due and payable upon receipt. We ask and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Unless you notify us of any objection to any such billing statement (specifically describing the basis for such objection), within thirty (30) days after the date we send the billing statement to you, we will presume that you have no objection to the amounts set forth in the billing statement. If any statement remains unpaid for more than thirty (30) days after the date the statement is sent by this firm, interest may be added at the rate of 10% per annum on the unpaid balance.

Unless specifically agreed in writing, we cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in any matter, as those figures will wholly depend on the time and effort required to be devoted to such matter. Any estimates of anticipated fees and costs, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees and costs. Unless specifically agreed in writing, such estimates are not a maximum or minimum quotation and are not binding. The actual fees and costs will be determined in accordance with the policies described above.

### General Terms.

We have been engaged to represent the person(s), company(ies) or organization(s) agreed to in writing by this firm. Unless agreed to in writing, we are not representing any of their respective members, shareholders, affiliates, subsidiaries, parent companies, joint ventures, officers, directors, partners, principals, investors, or employees. Accordingly, we can take on matters that may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter(s) for which we have been engaged. If you so request, we will use reasonable efforts to suggest to you possible successor counsel and provide it with whatever documents you have provided to us, but will retain materials that we have generated, as noted below.

Unless previously terminated, our representation of you in any matter will terminate upon our sending to you our final invoice for services rendered for such matter. Upon the termination of such representation, our own lawyer work product documents, notes and files (the "Work Product Files") pertaining to your matter will be retained by the firm. Your documents, property and files that are not Work Product Files (the "Client Files") will be, at your request, returned to you upon the termination of such representation. Both the Client Files (unless otherwise returned to you at your request) and the Work Product Files will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents, property, files or other materials retained by us within a reasonable time after the termination of the engagement. Specifically, it is our current policy to store your Client Files for a period of five (5) years and at the conclusion of such five (5) year period we will make an attempt to contact you as to the disposition of your Client Files, but if we are unable to locate you, we reserve the right to destroy such Client Files.

In the performance of our services, you may disclose personal information about individuals to us, including personal information we collect on your behalf. In doing so, you acknowledge that such disclosure is pursuant to a business purpose and not for commercial purposes. In performing our services, we shall not: (a) sell personal information; (b) retain, use or disclose the personal information for any purpose other than for the performance of its services; (c) retain, use, or disclose personal information for commercial purposes; or (d) retain, use, or disclose personal information outside of our direct business relationship. We certify that we understand these restrictions and will comply with them. Notwithstanding the foregoing, we may

have legal and/or ethical obligations which may mandate the processing (including the collection, use, disclosure, deletion, or retention) of personal information disclosed to us by you. Rutan & Tucker, LLP shall not be liable for the processing of personal information that is, or is reasonably believed to be, necessary for: (v) compliance with a federal, state, or local law; (w) compliance with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authority; (x) cooperation with law enforcement agencies concerning conduct or activity that it believes may violate a federal, state, or local law; (y) the exercising or defending of legal claims; (z) compliance with our ethical duties. Moreover, the processing restrictions placed upon us in this paragraph shall not apply where compliance with such restriction(s) would violate an evidentiary privilege under California (or other states') law, and shall not prevent us from providing personal information of an individual to a person covered by an evidentiary privilege under California (or other states') law as part of a privileged communication. For purposes of this section, "personal information" means information that identified, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information does not include publicly available information, deidentified information, or aggregate consumer information.

You are engaging the firm to provide legal services in connection with specific matter(s). After completion, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after these matters have been completed to provide additional advice on issues arising from these matters, this firm has no continuing obligation to advise you with respect to future legal developments. In particular, please be advised that this firm does not undertake to perform further actions on your behalf in connection with renewal of perfection of liens, filing of UCC continuation statements, and the like in connection with any loan related matter. Further, we do not offer the service of annuity/maintenance fee payments with respect to patent prosecution.

We have made no representations, promises or guarantees to you regarding the outcome of your matter. Any comments about the outcome of your matter at any time during the performance of services do not constitute promises, guarantees, or assurances, as to the outcome of your matter.

Unless otherwise agreed in a signed writing, the firm shall have no responsibility to investigate or evaluate whether insurance is available for any matter covered by this engagement or to tender any matter covered by this engagement to any insurance carrier.

If we are required to respond to a subpoena of our records relating to services we have performed for you, or testify by deposition or otherwise concerning such services, then we will take reasonable steps to consult with you as to whether you wish to supply the information demanded or assert objections to the extent you may properly do so. You agree to pay us for our time and costs incurred in responding to any such demand, in accordance with the provisions of this letter, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

In order to maximize efficiency, please be advised that attorneys and paraprofessionals at this firm routinely use the following communications methods to the fullest extent possible: e-mail, document transfer by computer, mobile telephones, and facsimile transfers.

Although not required in California, some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Rutan & Tucker, LLP hereby confirms the existence of such insurance coverage for the purposes of complying with such a requirement.

#### Duty to Preserve Relevant Evidence in the Event of Litigation or Disputes.

If you are currently involved in a dispute which has resulted or is likely to result in litigation, or if you become involved in such a dispute at a later date, please be aware that you have a legal obligation to preserve “documents and data” potentially relevant to any such dispute. In addition to the obvious fact that we may need the evidence to help prove or defend your case, the primary reason we need to tell you about this obligation is because, if you do not take such steps, you could suffer severe sanctions in any litigation (or arbitration) that might arise. Those sanctions could include, among others, direct and substantial monetary sanctions, “issue sanctions”, resulting in a directed finding against you on certain issues in the case, or even possibly a directed judgment against you, resulting in loss of the entire case.

Compliance with the obligation to preserve all potentially relevant evidence may not be as easy as it sounds. Preservation obligations include, for example, the obligation to suspend normal document destruction routines and otherwise protect against inadvertent deletion of evidence, especially electronic evidence. You need to notify and work with all of your employees and managerial personnel who might possess any such evidence, and consider all of the places where such evidence might be located, such as, e.g., home computers, laptop computers, cell phones, backup devices, and a wide range of other electronic devices and physical locations outside your normal offices and outside your network. You also need to evaluate the extent to which any of your agents, outside professionals, or consultants may have evidence which should be preserved. Furthermore, all of this needs to be documented.

We ask that you coordinate with our professional staff to ensure that proper steps have been taken to preserve all potentially relevant evidence, including electronic evidence whenever litigation, or a dispute which may lead to litigation, arises. To the extent that you have qualified and sophisticated in-house personnel experienced with document preservation activities, such coordination may simply consist of providing us with the documentation reflecting the steps taken and review of that documentation and the processes reflected. To the extent you do not have such in-house capabilities, our staff can help lead you through the process. In either event, it is very important for us to confirm the steps that have been taken so that we can later both establish your compliance with the obligation to preserve potentially relevant evidence and also utilize the documentation to coordinate the efficient identification, retrieval, and production of evidence for the presentation of your case.

Please let me know if you have any questions and, in any event, please let me know who within your organization would be best to coordinate these efforts so that I can put them in touch with our staff.