

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.31
(ID # 30458)**

MEETING DATE:
Tuesday, May 12, 2026

FROM : COUNTY COUNSEL

SUBJECT: COUNTY COUNSEL: Ratify and Approve the Legal Services Agreement for legal services on the Capital Accounting Partner, LLC v. County of Riverside (“Litigation”) with Renne Public Law Group, effective through December 31, 2028, for an aggregate amount not to exceed \$500,000. [Total Cost \$500,000; 100% General Fund Contingency] (4/5 Vote Required)

1. Ratify and Approve the Legal Services Agreement for legal services on the Capital Accounting Partner, LLC v. County of Riverside (“Litigation”) with Renne Public Law Group, effective through December 31, 2028, for an aggregate amount not to exceed \$500,000;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement;
3. Authorize the Purchasing Agent to issue a Purchase Order(s) for any goods and/or services rendered;
4. Authorize the Chair of the Board to sign the Agreements on behalf of the County; and,
5. Approve the recommendations and direct the Auditor-Controller to make the budget adjustments contained in Attachment A.


ACTION: 4/5 Vote Required, Policy


Minh C. Tran, County Counsel 4/30/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 12, 2026
xc: CO.CO.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$167,000	\$167,000	\$ 500,000	
NET COUNTY COST	\$167,000	\$167,000	\$ 500,000	
SOURCE OF FUNDS: 100% General Fund Contingency			Budget Adjustment: Yes	
			For Fiscal Year: 25/26-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 17, 2025, Plaintiff filed a Complaint for Breach of Contract with the Riverside Superior Court (Case No.: CVRI2500309). The lawsuit stems from a dispute between General Accounting Partner, LLC and County of Riverside as to the Professional Service Agreement for Indirect Recovery Maximization Analysis Services.

Plaintiff alleges that it identified federal funding opportunities for the County’s immediate draw and was entitled to contingency compensation under the agreement, and that the County’s actions resulted in those funds not being utilized.

Due to the complexity and specialized legal issues presented in this matter, County Counsel, on behalf of the County of Riverside Departments (County Counsel, Executive Office), is seeking to retain Renne Public Law Group with Supervising Attorney Amy Ackerman as the legal counsel to represent the County in the defense of this litigation.

Contract History and Price Reasonableness

The Office of County Counsel, on behalf of the County of Riverside requests authorization to engage the legal services of Renne Public Law Group for a three-year term through December 31, 2028. This procurement is exempt from competitive solicitation pursuant to Ordinance No. 459 Section 7, Category I Exception, m., which exempts litigation services.

Impact on Residents and Businesses

Other than the potential monetary damage claims, there is no other impact on residents and businesses of the County.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

SCHEDULE A

Increase Appropriations:

10000- 1102900000-525020	Legal Services	\$167,000
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Anticipated Use of Unassigned Fund Balance:

10000- 1102900000-370100	Unassigned Fund Balance	\$167,000
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Decrease Appropriations:

10000-1109000000-581000	Approp. for Contingencies	\$167,000
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Anticipated Increase of Unassigned Fund Balance:

10000-1109000000-370100	Unassigned Fund Bal.	\$167,000
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ATTACHMENTS:

Three (3) copies of the Legal Services Agreement with Renne Public Law Group



Aaron Gettis, Chief Deputy County Counsel 5/7/2026

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

AMENDED AND RESTATED LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date signed by both Parties and is made by and between the County of Riverside, on behalf of the Office of County Counsel, a political subdivision of the State of California, hereinafter "COUNTY", and Renne Public Law Group ("RPLG"), hereinafter "ATTORNEY". COUNTY and ATTORNEY are collectively referred to herein as the "Parties", and individually as the "Party".

RECITALS

Whereas, the County of Riverside entered into a Legal Services Agreement (Agreement) with RPLG on or about October 22, 2025; and

Whereas, RPLG has reviewed issues arising out of the litigated matter Capital Accounting Partners, LLC v. County of Riverside (CVRI2500309) (the "Capital Accounting Matter"); and

Whereas, Both Parties now desire to amend and restate the Agreement to extend the term of the Agreement and increase the compensation due to the complexity of the issues and the timeline of the litigation.

NOW THEREFORE, the Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall be effective on October 22, 2025 and continues in effect through December 31, 2028, or completion of the last work assignment, whichever occurs first, unless terminated earlier. The County also reserves the right to exercise an option to temporarily extend the contract term for up to one hundred eighty (180) calendar days, for any reason. The Parties may extend the term of this Agreement by written amendment.

2. LEGAL SERVICES. ATTORNEYS shall provide legal counsel and related services as further described herein and as are necessary due to the complex and unique legal issues involved which require a heightened level of legal expertise. ATTORNEYS' legal representation shall include representation of COUNTY in connection with issues arising out of the litigated matter *Capital Accounting Partners, LLC v. County of Riverside* (CVRI2500309) (the "*Capital Accounting Matter*"), including but not limited to:

- a) Review of the law and provide guidance in regard to the *Capital Accounting* matter;

- b) Provide comprehensive litigation strategy and counsel to the County;
- c) Prepare pleadings, discovery responses, memorandums, legal opinions and all necessary legal documents;
- d) Represent the County in all discovery matters including lay depositions and expert depositions
- e) Representation in negotiations, mediation and any trial, appeal or dispositive proceeding concerning the *Capital Accounting Matter*;
- f) Attend meetings or hearings concerning the foregoing upon request.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Amy Ackerman. Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of County Council.

Upon execution of this Agreement, the Supervising Attorney shall provide to the COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, the COUNTY. The COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represents and warrants that no County Counsel Department or County of Riverside employee whose position in County Council enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEY, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of County at the time of execution of this Agreement or who subsequently becomes affiliated with ATTORNEY in any capacity (employee, associate or partner) shall

1 not: (i) participate in the services provided by ATTORNEY to County; or (ii) become a partner, shareholder
2 or otherwise share in the profits of ATTORNEY for a period of one year from the date the former County
3 employee left County employment.

4 The ATTORNEY shall have conducted a conflict of interest check prior to appointment under this
5 Legal Services Agreement. Since it is possible that some of the ATTORNEY'S present or future clients
6 will have disputes with COUNTY during the time that ATTORNEY are representing the COUNTY,
7 COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages
8 ATTORNEY in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely
9 affected, ATTORNEY will advise and request a waiver from COUNTY in writing. Upon receipt of such
10 notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in
11 the COUNTY'S best interest to terminate the services of ATTORNEY. Should COUNTY determine that
12 it is best to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing of such
13 decision and termination shall take effect upon the date indicated in the notice. ATTORNEY may then
14 submit any outstanding invoices for payment up to the date of termination as determined by the notice from
15 COUNTY.

16 5. TERMINATION. Services performed under this Agreement may be terminated by
17 COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY
18 shall terminate services by delivering to ATTORNEY a written Termination Notice executed by COUNTY
19 and specifying the extent to which services are terminated and the effective termination date.

20 After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEY
21 shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination
22 Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30)
23 days from the effective termination date.

24 ATTORNEY shall promptly submit a brief report advising of the status of all matters, including any
25 unresolved matters being handled by ATTORNEY for COUNTY. ATTORNEY shall give COUNTY
26 copies or originals, as appropriate of all files and attorney work product for all matters on which it has been
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1 working. This includes any computerized index, computer programs and document retrieval system created
2 or used for these matters.

3 6. COMPENSATION. The COUNTY shall pay ATTORNEY'S professional fees as outlined
4 below, for services performed and expenses incurred in accordance with the terms of this Agreement. The
5 total amount of compensation paid to ATTORNEY shall not exceed a total contract amount of Five Hundred
6 Thousand (**\$500,000.00**) including all expenses. These amounts may be amended by the Parties to this
7 Agreement, provided a written amendment is executed by both Parties prior to performance of any
8 additional services. A written amendment shall be a condition precedent to any obligation for payment
9 beyond the approved compensation amount. ATTORNEY shall notify the COUNTY immediately in
10 writing when ATTORNEY has expended seventy-five percent (75%) of the total approved compensation.
11 COUNTY shall pay ATTORNEY at the following hourly rates for services rendered:

Partners	\$440 - \$550
Of Counsel & Sr. Counsel:	\$340 - \$450
Associates:	\$285 - \$385
Law Clerks:	\$195 - \$295
Paralegals & Sr. Analysts:	\$165 - \$300
Analysts & Legal Assistants:	\$140 - \$225
Consultants:	\$185 - \$315

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23 7. EXPENSES. COUNTY shall reimburse ATTORNEY for their actual out-of-pocket
24 expenses but without any additional costs for having advanced the funds or for expenses generally
25 considered as overhead already reflected in the ATTORNEY'S hourly rate.

26 Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service;
27 (iii) title reports; (iv) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel
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1 outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the
2 prior consent of the COUNTY.

3 Reimbursable extraordinary expenses shall include charges for which ATTORNEY has obtained
4 prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) travel
5 outside the County of Riverside; (iii) investigative services; (iv) and any expense item exceeding Five
6 Hundred Dollars (\$500.00).

7 Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for
8 performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide
9 necessary information for COUNTY'S audits or billing inquiries; (iii) charges for work performed which
10 had not been authorized by COUNTY; (iv) mileage or travel expenses from the regular office of
11 ATTORNEY to COUNTY.

12 8. PAYMENT. ATTORNEY shall submit its billing statement monthly, in arrears, no later
13 than the last day of the month following the month(s) for which services were rendered. The original billing
14 statement(s) and one copy shall be submitted to:

15
16 **Office of County Counsel, Riverside**

17 **Attn: Minh C. Tran, County Counsel**

18 **3960 Orange Street, Suite 500**

19 **Riverside, CA 92501**

20 **Email: MiTran@rivco.org; Counsel-Accounting@rivco.org**

21
22 The Attorney shall certify that the work referenced in each billing statement was performed and
23 each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities
24 for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format
25 acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal;
26 (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period
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1 expenses and total cumulative expenses billed in itemized categories, including all invoices for
2 disbursements paid to others.

3 ATTORNEY shall have and maintain all backup documentation to support all entries included in
4 the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance
5 with generally accepted accounting principles. ATTORNEY shall make such documentation available to
6 auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY
7 and ATTORNEY.

8 COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears
9 based on itemized billing statement(s) submitted by ATTORNEY. Payments shall be made by COUNTY
10 thirty (30) days **after** receipt of billing statements from ATTORNEY. COUNTY shall not pay interest or
11 finance charges on any outstanding balance(s).

12 9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made
13 available in any Fiscal Year, this Agreement shall be terminated by COUNTY upon immediate notice to
14 ATTORNEY. ATTORNEY shall be reimbursed for services performed and covered under the terms of
15 this Agreement.

16 10. SUPERVISION OF AGREEMENT. The County of Riverside, the Office of County
17 Counsel, representative, or designee, on material issues, shall have authority to direct policy actions for
18 COUNTY regarding ATTORNEY'S services.

19 11. CONFIDENTIALITY. ATTORNEY shall maintain the confidentiality of all information
20 that it may acquire, arising out of or connected with, its provision of services under this Agreement in
21 accordance with all applicable Federal, State and County laws, regulations, ordinances and directives
22 relating to confidentiality, including the Code of Professional Responsibility. ATTORNEY shall inform
23 all personnel providing services hereunder of the confidentiality provisions of this Agreement. These
24 confidentiality obligations shall survive the termination or expiration of this Agreement.

25 12. COMMUNICATIONS WITH COUNTY. ATTORNEY recognizes that their relationship
26 with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client
27 privilege and that any information acquired during the term of this Agreement from or through COUNTY
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1 is confidential and privileged. ATTORNEY warrant that they shall not disclose or use in any manner
2 whatsoever any of the information from COUNTY and its officers, employees and agents in connection
3 with said relationships or proceedings. ATTORNEY understand that the Office of County Counsel is the
4 empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not
5 without specific direction from the Office of County Counsel communicate with, advise or represent the
6 COUNTY'S legislative body or appointive bodies.

7 13. LICENSES. ATTORNEY, its employees, agents, contractors and subcontractors shall
8 maintain professional licenses required by the laws of the State of California at all times while performing
9 services under this agreement.

10 14. STANDARD OF PERFORMANCE AND LITIGATION. The PRISM Liability Defense
11 Counsel Standards (Standards) are attached hereto as Exhibit A and are incorporated herein by this
12 reference and made an integral part of this Agreement. The Standards may be updated from time to time.
13 ATTORNEY agree that any superseding update shall become an integral part of this Agreement and will
14 not change nor alter any other portion of this Agreement in anyway whatsoever.

15 ATTORNEY shall submit all reports required in section IV is the Standards including a
16 comprehensive Pre-Trial Status Report to COUNTY no later than sixty (60) days prior to commencement
17 of trial, which shall contain the essential components as outlined in the Standards.

18 15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to
19 indemnify or hold COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained,
20 at their sole cost and expense, the following insurance coverage during the term of this Agreement. As
21 respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies,
22 Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors,
23 employees, elected or appointed officials, agents or representatives as Additional Insureds.

24 A. Workers' Compensation: If ATTORNEY have employees as defined by the State of
25 California, ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as
26 prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B)
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1 including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy
2 shall be endorsed to waive subrogation in favor of 'County of Riverside'.

3 B. Commercial General Liability: Commercial General Liability insurance coverage, including
4 but not limited to, premises liability, unmodified contractual liability, products and completed operations
5 liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from
6 or out of ATTORNEY performance of its obligations hereunder. Policy shall name 'County of Riverside'
7 as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000.00 per occurrence
8 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
9 Agreement or be no less than two (2) times the occurrence limit.

10 C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the
11 obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-
12 owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single
13 limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be
14 no less than two (2) times the occurrence limit. Policy shall name 'County of Riverside' as Additional
15 Insured.

16 D. Professional Liability: ATTORNEY shall maintain Professional Liability Insurance
17 providing coverage for ATTORNEY'S performance of work included within this Agreement, with a limit
18 of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If
19 ATTORNEY'S Professional Liability Insurance is written on a claims made basis rather than an occurrence
20 basis, such insurance shall continue through the term of this Agreement and ATTORNEY shall purchase at
21 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior
22 Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this
23 Agreement; or 3) demonstrate through Certificates of Insurance that ATTORNEY have maintained
24 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
25 continue as long as the law allows.

26 E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) ATTORNEY shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and

1 attachments thereto, evidencing coverage's set forth herein and the insurance
2 required herein is in full force and effect. ATTORNEY shall not commence
3 operations until COUNTY has been furnished with original Certificate(s) of
4 Insurance and certified original copies of endorsements and, if requested, certified
5 original policies of insurance including all endorsements and any and all other
6 attachments as required in this Section. An individual authorized by the insurance
7 carrier to do so on its behalf shall sign the original endorsements for ach policy and
8 the Certificate of Insurance.

- 9 4) It is understood and agreed by the parties hereto that ATTORNEY'S insurance shall
10 be construed as primary insurance and COUNTY'S insurance and/or deductibles
11 and/or self-insured retentions or self-insured programs shall not be construed as
12 contributory.
- 13 5) If during the term of this Agreement or any extension thereof, there is a material
14 change in the scope of services; or, there is a material change in the equipment to be
15 used in the performance of the scope of work; or, the term of this Agreement,
16 including any extensions thereof, exceeds five (5) years; COUNTY reserves the right
17 to adjust the types of insurance required under this Agreement and the monetary
18 limits of liability for the insurance coverage's currently required herein, if in the
19 County Risk Manager's reasonable judgment, the amount or type of insurance
20 carried by the ATTORNEY has become inadequate.
- 21 6) The insurance requirements contained in this Agreement may be met with a
22 program(s) of self-insurance acceptable to the COUNTY.
- 23 7) The ATTORNEY shall pass down the insurance obligations contained herein to all
24 tiers of subcontractors working under this Agreement.
- 25 8) ATTORNEY agrees to notify COUNTY of any claim by a third party or any incident
26 or event that may give rise to a claim arising from the performance of this Agreement.
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1 16. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the County of
2 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
3 Board of Supervisors, elected and appointed officials, employees, agents, attorneys and representatives
4 (individually and collectively hereinafter referred to as "Indemnitees") from all claims, damages, losses and
5 expenses and any liability whatsoever, based or asserted upon any services of ATTORNEY to the extent
6 that such claims are caused by the willful misconduct or negligent act or omission of ATTORNEY, its
7 officers employees, subcontractors, agents or representatives, arising out of or in any way relating to this
8 Agreement, including but not limited to, property damage, bodily injury, or death, or any other element of
9 any kind or nature whatsoever arising from the performance of ATTORNEY, its officers, employees,
10 subcontractors, agents or representatives. ATTORNEY shall defend at its sole expense, all costs and fees
11 including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the
12 Indemnitees in any claim or action based upon such services and performance.

13 With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY
14 shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle,
15 or compromise any such action or claim without the prior consent of COUNTY; provided, however, that
16 any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
17 ATTORNEY'S indemnification to Indemnitees as set forth herein.

18 ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided COUNTY
19 the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

20 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
21 ATTORNEY'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22 Notwithstanding the foregoing, the indemnification and other obligations described shall not apply
23 to any claim arising out of or resulting from any negligent or willful act constituting or which could be
24 brought as a claim for legal malpractice against ATTORNEY. In the event of any such claim, COUNTY
25 shall make such claim as a claim resulting from legal malpractice and not under the general indemnity
26 provision of this section.

1 17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or
2 mailed by first class, postage prepaid, addressed to the County Department or ATTORNEY at the following
3 addresses below, or at any other address COUNTY or ATTORNEY shall provide in writing to each other:
4

5 To ATTORNEY:

6
7 **Amy Ackerman, Esq.**
8 **RENNE PUBLIC LAW GROUP**
9 **350 Sanome Street, Suite 300**
10 **San Francisco, CA 94104**
11 **Email: aackerman@publiclawgroup.com**

12
13 To COUNTY:

14
15 **Office of County Counsel, Riverside**
16 **Minh C. Tran, County Counsel**
17 **3960 Orange Street, Suite 500**
18 **Riverside, CA 92501**
19 **Email: MiTran@rivco.org; mequiroz@rivco.org**

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21 18. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is
22 assignable without the written consent of COUNTY. Any attempt by ATTORNEY to assign or
23 subcontract services relating to this Agreement without the consent of COUNTY shall constitute a
24 material breach of this Agreement. However, ATTORNEY may retain consultants and experts as
25 ATTORNEY deem appropriate after receiving the written approval of COUNTY.
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1 COUNTY OF RIVERSIDE, a political

ATTORNEY,

2 subdivision of the State of California

RENNE PUBLIC LAW GROUP

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4
5
6 By: _____

By: _____

7 MINH C. TRAN,

JONATHAN V. HOLTZMAN

8 County Counsel

Managing Partner

9 Dated: MAY 12 2026

Dated: _____

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11
12 COUNTY OF RIVERSIDE

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15
16
17 By: Karen S. Spiegel
18 Karen Spiegel, Chair
19 County of Riverside, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

20 Dated: MAY 12 2026

21
22 APPROVED AS TO FORM

23 County Counsel

24
25 By: 

26 Kristine Bell-Valdez
27 Deputy County Counsel

28 MAY 12 2026 3.31

1 **CORPORATE SIGNERS:** Pursuant to California Corporations Code Section 313, please provide
2 signature of chairperson of the board, president, or any vice president, and the secretary, any assistant
3 secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also
4 provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.
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7 ATTACHMENTS:
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9 **Exhibit A:**

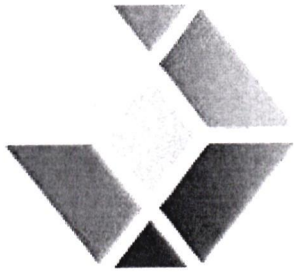
PRISM Defense Counsel Standards

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EXHIBIT A

PRISM DEFENSE COUNSEL STANDARDS

Adopted: July 1, 2025



PRISM

LIABILITY DEFENSE COUNSEL STANDARDS

I. INTRODUCTION

Public Risk Innovation, Solutions, and Management (“PRISM”) has established the following Standards for Defense Counsel to follow in representing PRISM’s member entities and/or the entity’s employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter “Member Entity” or “Member Entities”) has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity¹ and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

¹ Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.

believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least \$2,000,000 per claim and \$5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1st of each year.

III. CASE ASSIGNMENT AND DEFENSE STRATEGY

A. Case Assignment

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.

D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

list the causes of action alleged against each Member Entity defendant.

- Factual Background – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:
 - Information about actual or potential co-defendants and their counsel
 - Age, education, employment status, and marital/family status of the plaintiff(s)
 - Age, education, employment status, and marital/family status of all individual defendants
 - A summary of all witness interviews conducted
 - A summary of all relevant documents reviewed
- Liability Analysis – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
- Strength and Weakness Analysis – Summarize the strengths and weaknesses of the plaintiff's case.
- Discovery Plan – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
- Motion Practice – Describe any motion practice Defense Counsel anticipates.
- Damages – Provide any known information on potential general and special damages.
- Settlement History and Potential for Early Resolution – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
- Likelihood of Success – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
- Attorneys' Fees – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
- Litigation Timeline – Describe the anticipated litigation timeline for the matter.
- Experts and Consultants – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel’s opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff’s theories and the Member Entity’s defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to “blackboard” and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff’s general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel’s estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff’s likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel’s plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel’s analysis regarding their likelihood of success on such a claim.
- Attorneys’ Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)’ attorneys’ fees and costs to date, as well as Defense Counsel’s anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel's recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

V. PLEADINGS

A. Responsive Pleadings

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

B. Cross-Complaints

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

C. Law and Motion/Research

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

VI. DISCOVERY

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

A. Interrogatories and Requests for Admission and Documents

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

B. Depositions

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

C. Damages Defense

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

VII. EXPERT REVIEWS AND WITNESSES

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entity. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

VIII. TRIAL PREPARATION

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

IX. TRIALS

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

X. WRITS AND APPEALS

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

XI. SETTLEMENTS

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

XII. BILLING PROCEDURES

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10th of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., "telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc."
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as "work on file," "telephone call," "conference," and "research," without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars (\$2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents (\$0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.