

April 29, 2026

VIA E-MAIL

Francisco Chavez
Coalinga-Huron Library District
305 North 4th Street
Coalinga, CA 93210
fchavez@chld.org

Re: Engagement Letter - Coalinga-Huron Library District – J. Collings (EEOC Charge)

Dear Mr. Chavez:

Thank you for retaining Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLP, to represent Coalinga-Huron Library District. The following is a statement of the firm's policies with regard to representation and billing procedures. Please review this information carefully so that there are no misunderstandings concerning the nature and scope of our employment and the method of our compensation. Please contact me immediately if you have any questions.

Representation. Customarily, each client of the firm is served by a principal attorney contact. I will be the principal attorney in charge of this matter. You may request a change of principal attorney at any time. The work on your case, or some portion of it, may be performed by other attorneys and legal assistants in the firm, but will be supervised by the principal attorney. This delegation of work may be for the purpose of involving lawyers or legal assistants with special expertise in a given area, or for the purpose of providing you services in the most efficient and timely manner.

Our fees are computed on an hourly basis in accordance with the standard rates assigned to the particular attorneys, paralegal assistants, and IT specialists performing the work. Currently, these rates range from \$260 to \$795 per hour for attorneys, and \$85 to \$295 per hour for law clerks, paralegal assistants, and investigators; and \$75 per hour for IT specialists. My current rate is \$675 per hour. Our rates are subject to change, and the applicable rates will be those in effect at the time the services are rendered. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual investigation, legal research and analysis, document preparation and

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revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

Costs and expenses. We typically incur and pay on behalf of our clients only those costs arising in connection with legal services which do not exceed \$250. Charges in excess of \$250 will be forwarded to you for direct payment. Costs and expenses advanced or paid by us on your behalf will be billed in addition to fees for services and will be itemized on your invoice.

Typical of the costs incurred are long distance telephone charges, telecopy charges, messenger, courier and express delivery charges, printing and reproduction costs, filing fees, deposition and transcript costs, witness fees, travel and parking expenses, as well as all other costs incurred in the course of this litigation. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will always be paid on a regular basis.

It is impossible to determine in advance the amount of time that will be needed to complete any particular case or the total amount of fees or costs which may be incurred. We occasionally are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If we furnish an estimate, it is based on our professional judgment, but is with the understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently differs from the amount estimated.

Billing arrangements and terms of payment. We will keep you fully informed of the work being done on your case and you will receive a monthly invoice describing this work and the expenses incurred, and/or paid from your retainer. You agree to pay our invoices upon presentation. Unpaid fees and disbursements accrue interest at the rate of 1½% per month (18% annually) from the beginning of the month in which they became overdue. As payments are received, the payment will be first applied to accrued finance charges, and then to costs and fees, respectively.

Our billing procedures are designed to be simple and clear. I encourage you to contact me as soon as possible if you have any questions regarding a statement, or if you disagree with the amount of our fee or with any of our bills. Typically, questions or problems that are raised promptly can be resolved to the satisfaction of all with little inconvenience. If no questions are raised regarding a statement, I will assume that you understand and accept the statement.

We have found that in order for a proper attorney-client relationship to exist and be successful, it is necessary that legal fees be paid promptly and in accordance with the fee arrangement. Only in this way can the attorney and the client maintain the mutual confidence in each other which is necessary for the proper representation of the client. Accordingly, we will

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give you prompt notice if your account becomes delinquent, and you agree to bring the amount current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, reasonable attorneys' fees and other costs of collection. In matters resulting in a judgment, settlement or other payment in your favor, the firm shall have a lien thereon to the extent of any unpaid fees or costs. You agree to venue and jurisdiction in Kern County, California; this agreement is entered into in Bakersfield, California, and shall be subject to the laws of the State of California.

Conclusion of Services. When services in regard to this matter have concluded, all unpaid fees and costs shall become immediately due and payable. Upon request, we will deliver your file to you, along with any personal property in the firm's possession. Should the firm decide, in its sole discretion, to copy, in whole or in part, the file or any other materials delivered to you, such copies will be made at your expense and you shall be responsible for such copy costs.

Unless contacted to make other arrangements, we will store your file for a minimum of five years. We will then attempt to contact you to make arrangements for the final disposition of your file, or for its destruction. We strongly urge you to notify us of changes of address to ensure that you may be located should you wish the file not be destroyed.

Arbitration. In the event of a fee dispute which is not readily resolved, you have the right to request arbitration by the Kern County Bar Association, and we agree to participate fully in that process.

Termination. In the event that you determine that you do not want this firm to continue to represent you, you have the right to terminate our services upon written notice at any time. We also have the right to terminate our services to you upon written notice if you fail to pay in full each statement as submitted, to cooperate on a reasonable request, fail to disclose material facts, or if we determine that continuing services to you would be unethical, impractical, or improper. Termination of our services, by either party, will not affect your responsibility for payment of legal services rendered and expenses incurred before termination and in connection with an orderly transition of the matter (including, without limitation, the cost incurred in making copies of the file or other papers released to you).

Errors and omissions insurance. This law firm maintains errors and omissions insurance coverage applicable to the services which we render.

Please review this letter carefully and please feel free to discuss with me any questions you may have. If you agree to the terms of this agreement, please sign and date this letter in the space provided below. The signed letter should then be returned to my office via e-mail.

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I would like to thank you again for retaining me and my firm to represent Coalinga-Huron Library District. I look forward to working with you.

Sincerely,



Jay L. Rosenlieb

JLR:ma

Enclosures

APPROVED AND ACCEPTED:

Dated: _____

Francisco Chavez, Clerk of the Board
Coalinga-Huron Library District

[By the above signature, I also acknowledge receipt of a copy of this Retainer Agreement.]