

February 20, 2023

Board of Directors
Cuyama Joint Unified School District
2300 Highway 166
New Cuyama, CA 93254

RE: Retainer Agreement Re Groundwater Adjudication

Dear Members of the Board:

You have asked this firm to represent you in connection with the following matter and we are pleased to do so. The purpose of this letter is to furnish you and this firm with a written memorandum of the terms and conditions under which we will undertake such representation.

1. ***To provide legal representation to you as follows: to preserve and protect the District's water rights in Los Angeles Superior Court action BCV-21-101927, titled Bolthouse Land Company, LLC etc. et. al., v. All persons claiming a right to extract or store groundwater in the Cuyama Valley Groundwater Basin.***

No other services are covered by this agreement. It is specifically understood that in the event a judgment is not returned in your favor or that the amount of a judgment is not satisfactory to you, we shall not be obligated to prosecute a motion for a new trial without further fee arrangements between us. Likewise, in the event that either party appeals from any judgment rendered by the trial court, we shall not be obligated to render services in connection therewith without additional compensation.

2. Attorney's Fee - In consideration of the necessary legal services rendered and to be rendered, the firm will charge the following rates:

Leland P. McElhaney	\$295.00 per hour
William J. Brunick	\$295.00 per hour
Steve Kennedy	\$295.00 per hour

Services will be billed monthly and all bills are payable ten (10) days after receipt by you. (All checks should be made payable to Brunick, McElhaney & Kennedy.)

Hourly rates are generally increased annually to accommodate rising firm costs and to reflect changes in attorneys' status as they attain new levels of legal expertise. These increases will be instituted automatically on a firm-wide basis and will be applied to your matter upon written notice to you.

This law firm may withdraw from this matter if prompt payment, in full, is not made within ten (10) days from the date of the billing, unless other arrangements have been made, in writing, in advance.

3. Costs and Disbursements - You agree to pay all costs and disbursements incurred by us and reasonably required for the preparation and prosecution of legal action on your claims. This includes filing fees, service fees, charges for depositions, investigators, copying documents, jury fees, and fees for expert witnesses and consultants.

In the event you fail to pay any of the costs mentioned above, this firm may (but is not obligated to) advance and pay them on your behalf. Any such payments, however, shall be repaid to us by you immediately upon my demand, and without regard to the outcome of the legal action on your behalf.

4. You understand that any estimates provided by this firm of the magnitude of the costs or expenses that will be required at certain stages of the representation are just estimates and that the kinds and amounts of expenses required are ultimately a function of many conditions over which this firm has little or no control, particularly the extent to which the opposition files pre-trial motions or engages in its own discovery.

5. Should you elect to abandon any litigation instituted hereunder, should your conduct seriously prejudice the prospects of successful prosecution of such litigation, should your failure to disclose material facts seriously prejudice the continued prosecution of such litigation, or should you breach this agreement, then this firm shall have the right to terminate this agreement and to demand and receive payment for all unreimbursed expenses advanced on behalf of you and for all time expended to such date at our hourly rate in effect when the time was expended.

6. You shall have the sole and exclusive right to accept or reject any offers for settlement of any litigation instituted under this agreement. However, you have an obligation to weigh fully our opinions and recommendations and shall not unreasonably withhold consent to a settlement which in our judgment is, under the circumstances, a fair and reasonable basis for the disposition of the litigation. Should you unreasonably withhold your consent to a fair and reasonable settlement, this firm shall have the right to terminate this agreement and to demand and receive payment for all time expended to such date at our hourly rate in effect when the time was expended.

7. Should it become our opinion at any time subsequent to the date of this agreement that your causes of action lack merit (because of inability to verify your claims through witnesses, because of adverse change in the financial condition of defendants, or because of adverse developments in the law), then this firm shall have the right to terminate this agreement and be relieved of any obligation to participate in any pending litigation involving the causes of action. In such case, you shall be liable to this firm for any unreimbursed expenses this firm may have advanced on your part.

8. It is expressly acknowledged that this firm has made no guarantees regarding the

successful termination of this matter and that all expressions relative thereto are opinions only, based on our judgment and expertise.

9. You understand that this firm may contract with other attorneys for the performance of certain work to be performed hereunder and that this firm may pay part of the fees we receive hereunder to such attorneys for the services rendered by them. However, this firm will give you notice prior to contracting for work with any other attorney.

10. This law firm maintains errors and omissions insurance coverage applicable to the services to be rendered in excess of the required statutory limits.

If this fee agreement is satisfactory to you, please sign in the space indicated below and return to our office in the enclosed, self-addressed, stamped envelope which has been provided. You may keep the copy for your files.

We thank you for the opportunity to represent you in this matter and look forward to working with you. If you have any questions, please call.

Very truly yours,

BRUNICK, McELHANEY & KENNEDY PLC

LELAND P. McELHANEY

LPM\pq

AGREED TO AND ACCEPTED:

By: _____
Heather Lomax
Board President
Cuyama Joint Unified School District

Dated: February 20, 2023

BRUNICK, MCELHANEY & KENNEDY

PROFESSIONAL LAW CORPORATION

1839 COMMERCENTER WEST

SAN BERNARDINO, CALIFORNIA 92408

TELEPHONE: (909) 889-8301

FAX: (909) 388-1889

WILLIAM J. BRUNICK
LELAND P. MCELHANEY
STEVEN M. KENNEDY

MAILING ADDRESS:

POST OFFICE BOX 13130

SAN BERNARDINO, CALIFORNIA 92423-3130

February 21, 2023

Board of Directors
Cuyama Joint Unified School District
2300 Highway 166
New Cuyama, CA 93254

RE: *Conflicts Waiver Agreement*

Dear Members of the Board:

The purpose of this letter is to identify for you a potential conflict of interest in our representation of you and a single private property owner who owns approximately 60 acres of undeveloped land in the Santa Barbara mountains. A water well is not located on the property owned by that private property owner and she has never produced any groundwater on that property. Nonetheless, she claims a right to produce a quantity of groundwater sometime in the future from the same groundwater basin from which the School District produces groundwater through its water wells.

Because this private property owner may be competing for, and claiming a right to produce groundwater from the same source from which the School District produces groundwater, there is a potential conflict of interest between that property owner's claimed right to produce groundwater and the School District's right to produce groundwater.

Accordingly, a waiver by you of that potential conflict of interest is necessary for our Firm to be able to represent you in this matter. This potential conflict of interest was mentioned in my prior discussions with Mr. Al Harris in or about October, 2022. You should feel free to confer with Mr. Harris again regarding the requested waiver of the above described potential conflict of interest.

We also are exploring the possibility of finding another law firm that would represent the private property owner in this matter (*Los Angeles Superior Court action BCV-21-101927, titled Bolthouse Land Company, LLC etc. et. al., v. All persons claiming a right to extract or store groundwater in the Cuyama Valley Groundwater Basin*), in which event a potential conflict of interest in our representation of both the School District and the private property owner would no longer exist.

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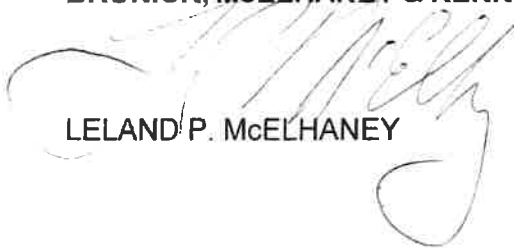
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We will notify you when and if we are successful in obtaining alternate legal representation for the private property owner referenced above.

Very truly yours,

BRUNICK, McELHANEY & KENNEDY PLC



LELAND P. McELHANEY

LPM\pjg

WE HAVE BEEN INFORMED OF, AND HEREBY WAIVE, THE POTENTIAL CONFLICT OF INTEREST DESCRIBED ABOVE:

By: _____

Heather Lomax
Board President

Cuyama Joint Unified School District

Dated: February 21, 2023