

City of Milpitas

PURCHASE ORDER

Purchasing Division
 455 E. Calaveras Blvd.
 Milpitas, CA 95035-5411
 Telephone: (408) 586-3160
 Fax: (408) 586-3170

MAIL INVOICE TO: CITY OF MILPITAS
 ACCOUNTS PAYABLE
 455 E. CALAVERAS BLVD.
 MILPITAS, CA 95035-5411

INVOICE QUESTIONS : (408) 586-3127 PO NUMBER: DP 15104
 PAGE 1 OF 1
 DATE: 06/10/15

SHIP TO: Tom Williams
 City of Milpitas
 455 E. Calaveras Blvd.
 Milpitas, CA 95035-5411

VENDOR: Gagen, McCoy, McMahon, Koss,
 Markowitz & Raines
 18066 279 Front St., PO Box 2148
 Danville CA 94526-0218

CONTACT:
 PHONE#: 925-837-0585
 FAX#: 925-836-5985

FOB: NA

SHIP VIA:

PAYMENT TERMS: Net30

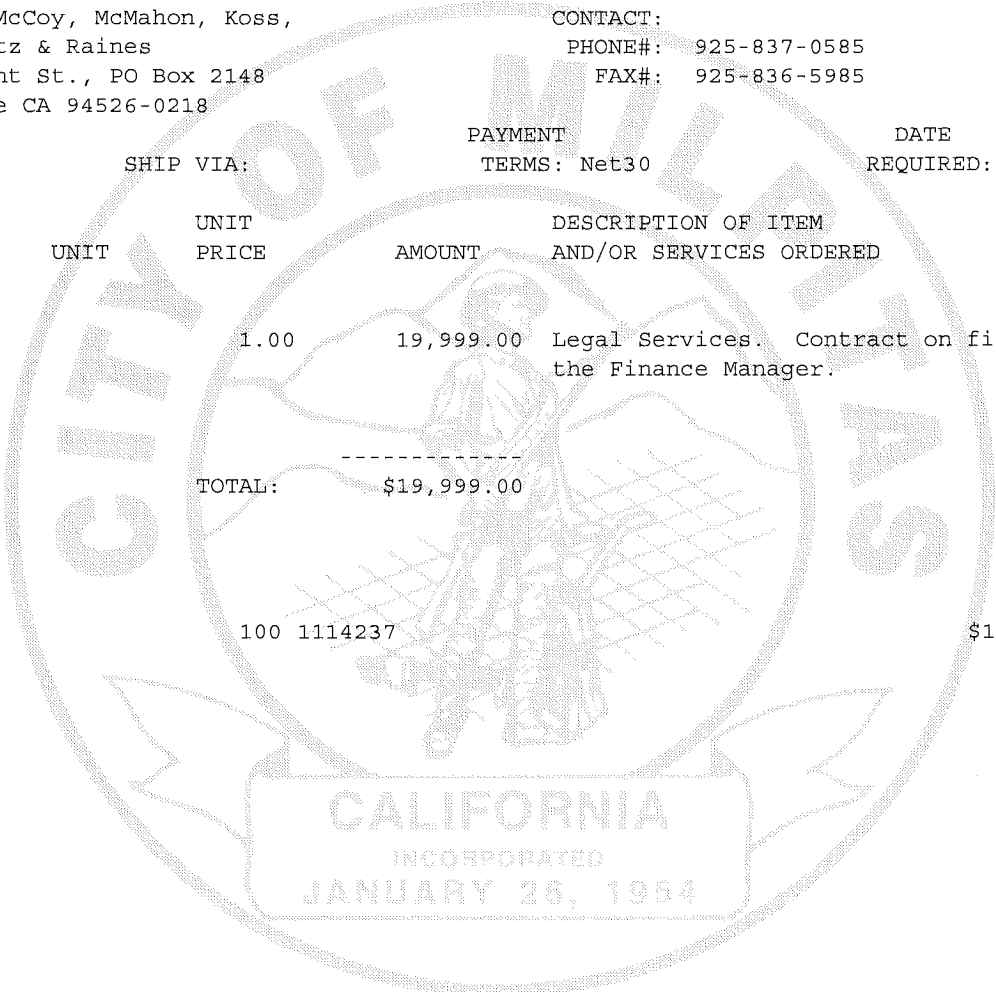
DATE REQUIRED: 06/10/15

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1			1.00	19,999.00	Legal Services. Contract on file with the Finance Manager.

TOTAL: \$19,999.00

100 1114237

\$19,999.00



PURCHASING OFFICER:

Chris Schroeder

CITY MANAGER:

for [Signature]

(Required Only On Orders Greater Than \$10,000)

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|--|--|
| <ol style="list-style-type: none"> 1. FURNISH TWO (2) COPIES OF THE INVOICE. 2. INVOICE EACH SHIPMENT SEPARATELY. 3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, CONTAINERS AND PACKING LISTS. | <ol style="list-style-type: none"> 4. ALL MATERIAL IS TO BE DELIVERED AS SPECIFIED ABOVE. 5. NO EXCEPTIONS UNLESS STATED ABOVE. 6. ADDITIONAL TERMS AND CONDITIONS ARE STATED ON THE BACK OF THIS FORM. |
|--|--|

Recommended Supplier / Contact / Street Address Gagen, McCoy, McMahon, Koss, Markowitz 279 Front Street PO Box 218 City, State & Zip Code Danville CA 94526-0218	Reason For Recommendation Professional Services	Ship To Gagen McCoy 279 Front Street PO Box 218 Danville CA 94526-0218	Special Instructions	Department Head Approvals Tom Williams <i>[Signature]</i>	Approval Date 6/7/15
Telephone 925-837-0585	Fax # (925) 838-5985	Requested by: Rachelle C	Date Requested: 05/05/2015	Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project	

Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price	Account Number
1	1	1	Professional Services - Personnel	\$19,999.00	\$19,999.00	100 - 111 - 4237
						RECEIVED MAY 22 2015 PURCHASING
Sub Total					\$19,999.00	
Tax					\$0.00	
Freight					\$0.00	
Total					\$19,999.00	

Requestor Check-off list:

Agreement Dated: _____

Certificate of Insurance Expiration Date: _____

City Council Approved on (for purchases over \$20,000): _____ *

Competitive Bidding - 3 quotes received Yes** No

Sole Source Justification form (attach)

Emergency Procurement form (attach)

(**attach quotes)

For Accounting Use Only

Signature Approval YES NO

CLP Budget Check YES NO

Acct. Code Check YES NO

Agreement Dated **On file w/ Finance**

Insurance Expires **None given**

City Council **NA**

Depreciable? If yes, use P.O.# EQ _____

Multiple Account Use: PO# WA _____

Commodity Code: **0910149**

Ship to Code: **ADD**

PO Entered on: **01015**

PO # **DP15104**

Insurance Expires **10233**

Entered by: **[Signature]**



GagenMcCoy

William E. Gagen, Jr.
Gregory L. McCoy
Patrick J. McMahon
Charles A. Koss
Michael J. Markowitz
Richard C. Raines
Barbara Duval Jewell
Robert M. Fanucci
Allan C. Moore
Stephen T. Buehl
Amanda Bevins
Lauren E. Dodge
Sarah S. Nix
Amanda Beck
Amara L. Morrison
C. Joseph Doherty, III

www.gagenmccoy.com

The Law Offices of
Gagen, McCoy, McMahon, Koss
Markowitz & Raines
A Professional Corporation

Danville Office
279 Front Street
P.O. Box 218
Danville, California 94526-0218
Telephone: (925) 837-0585
Fax: (925) 838-5985

Napa Valley Office
The Offices At Southbridge
1030 Main Street, Suite 212
St. Helena, California 94574
Telephone: (707) 963-0909
Fax: (707) 963-5527

April 7, 2015

glmccoy@gagenmccoy.com

Via E-mail [REDACTED]

Mr. Thomas Williams
[REDACTED]

Re: Employment Matter

Dear Tom:

You contacted my office on April 7, 2015, regarding a complaint that had apparently been filed against you by a former employee, and what would appear to extraordinary procedures being followed thus far with respect to that complaint. I've asked you to provide me with a copy of your employment agreement and all amendments, two or three most recent evaluations, policies and procedures within the City of Milpitas concerning the grievance and internal complaint process, and contact information for the City Attorney.

I would like to review with you the manner by which attorneys' fees and costs are billed. Since it is essential to a good attorney-client relationship that the amount and method of payment of our fees are clearly understood and agreed upon at the very beginning, we ask that you read and sign this letter. We wish to avoid any risk that a later discussion and negotiation of fees will occur at an inopportune time and interfere with the handling of your case.

1. **Fees and Costs.** In consideration of these services, you agree to pay all fees and costs for the above-referenced legal matters. Fees are based on the time expended for legal services. Attorney and paralegal's hourly rates are adjusted on an annual basis in March of each year. The annual adjustment will be applied at that time for any future services rendered. Attorneys and paralegals charge in minimum units of

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1/10 hour (6 minutes). If there is more than one client indicated in this Agreement, each client is jointly and severally liable for all fees and costs.

A. Attorney's Fees. The current fees charged by attorneys are between \$200 and \$600 per hour. The hourly rate of attorney Gregory L. McCoy is \$555.00 per hour. A minimal hourly charge of .5 is made for all letters and e-mails, and .2 for all telephone calls.] Hourly rates are adjusted effective March 1 of each year, and the adjusted hourly rate will be applied to your matter on that date.

B. Paralegals/Law Clerks. The current fees charged by paralegals and/or law clerks are between \$45 and \$85 per hour.

C. Legal Services. "Legal services" include, among other things, time spent for conferences with you or others regarding your case, telephone calls, travel, depositions, review of correspondence received, investigations, court appearances, research, consultations with other attorneys and experts, and for preparation and review of documents and letters. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in Court and elsewhere and for travel time, both local and out-of-town.

D. Costs. You will reimburse this office for all costs incurred, disbursements and reasonable expenses advanced by us in this matter. Costs may include, but are not limited to, filing fees, recording fees, deposition costs, service costs, postage, costs for preparation of exhibits, investigation expenses, use of experts, consultants, electronic mail, messenger and other delivery fees, travel expenses (including air fare at coach rates, lodging, meals and ground transportation), parking, tolls, computerized legal research and professional word processing. This office will have no obligation to advance any costs, and you will provide payment in advance for all costs which are to be incurred on your behalf if requested.

E. Experts and Investigators. As your attorney we may in our discretion employ experts and investigators whose efforts might reasonably be necessary in furthering the prosecution of your claim. All such experts shall report exclusively to this office. Fees charged by such expert witness and investigators may be advanced by us and charged against any recovery on the claim as advanced costs.

F. Associate Counsel. As your attorney we may employ associate counsel at your expense to assist this office in prosecuting your claim.

G. Initial Retainer - Down Payment. The initial retainer - down payment due upon execution of this Agreement is \$1,500.00. The initial retainer shall be applied first to cover costs; any balance then remaining shall be credited towards attorney's fees. The funds constituting the initial retainer are segregated in a trust account until fees and costs are earned. The initial retainer is a partial payment of costs and fees. It does not represent full payment for these expenditures, nor does the amount constitute an estimate of total fees and/or costs.

H. Subsequent Retainer. At such time that the monies in the initial retainer have fallen below \$1,500.00 it may be necessary, at this Firm's sole discretion, to replenish the trust account in an amount as is appropriate for the legal services then required by you. You agree to make such payment to your attorney within thirty (30) days of such written notification.

I. Disbursement of Trust Funds. We will withdraw monies from the retainer in our trust account as said sums are billed to you. You authorize our office to withdraw sums from the trust account as such sums are billed. Any unused retainer at the conclusion of our services will be refunded to you.

J. Lien for Costs and Fees. You agree to give our law firm a lien in protection of its costs and fees from any sums recovered in this case and we may retain the amount of its costs and fees from any sum so recovered. The lien will attach to any recovery you may obtain, whether by arbitration or, judgment, settlement or otherwise.

K. Emergency or Priority Work. Any service to be performed at your request which is an emergency or which you request be done on a priority basis will be surcharged at a rate of 50%. By requesting that we perform such work on an emergency or a priority basis, you will be asking us to work on your case out of the normal sequence of work done in the office. Often times this requires working on weekends or evenings for the sole purpose of meeting your request. It always means delaying work on other cases for your benefit. For this reason, such work may be surcharged.

2. Payment.

A. Statement. It is agreed by and between you and this office that in consideration of our services, you will pay this office for fees and costs billed no later than thirty (30) days after the statement date. You agree to review the statement and ask any questions of our office within ten (10) days of receipt of each statement. You may request a statement at intervals of no less than thirty (30) days. Upon your request, we will provide a statement within ten (10) days. No fee is charged for discussing or explaining your statement. All payments are due upon receipt of statement. If your statement is not paid in full within thirty (30) days, then the unpaid balance will accrue

interest at eighteen percent (18%) per annum compounded daily until paid in full. Attorney's billing cycle runs from the 16th of each month to the 15th of the subsequent month. Bills are mailed generally during the first week of each month.

B. Settlement. In some cases, we may receive a settlement or judgment amount at the conclusion of the case. Before disbursing the remainder of this amount to you, we may deduct the amount of unpaid attorney's fees, costs and expenses advanced on your behalf.

C. Attorney's Fees and Costs. In the event you do not pay your attorney's fees and/or costs or expenses as indicated, we may institute litigation, arbitration or other collection proceedings.

3. **General.**

A. Discharge and Withdrawal. You may discharge us as your attorneys at any time. We may withdraw as your attorney with your consent or for good cause, without your consent. Good cause includes breach by you of this Agreement, your refusal to cooperate with this office, or any other fact or circumstance that would render our continuing representation unlawful or unethical. When our services are concluded, all unpaid fees and costs shall become immediately due and payable.

B. Copies. Our office agrees to supply you with copies of all documents and correspondence in connection with the matter on which you have retained us. You acknowledge the importance of maintaining this file so that you have all documents relevant to your case. If you or anyone on your behalf asks for a copy or copies of all or any part of the files maintained by the Firm, you agree to pay reasonable photocopy expenses.

C. Disclaimer of Guarantee. Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.

D. Client Acknowledgment. You understand that it is very difficult with any degree of certainty to determine in advance the amount of legal services and costs required to complete your matter. You acknowledge that our office has not and cannot estimate the total fees and costs that you will incur.

E. Authorization and Decision Making. You authorize and direct our office to take all actions which we deem advisable on your behalf in this matter. Our office shall have the authority to execute documents and agreements in your name and receive any monies and other things of value which may be payable or deliverable to you

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on account of said matter. We agree to promptly notify you of all significant developments and to consult with you in advance as to any significant decisions regarding those developments.

F. Client Obligations. You shall be truthful with attorney(s) assigned to your matter, cooperate with such attorney(s), keep the attorney(s) informed of developments, perform the obligations you have agreed to perform under this Agreement, pay attorney invoices in a timely manner, and keep our office apprised of any change of address or telephone number that is different from that indicated in this Agreement.

G. Commencement of Services. We shall have no obligation whatsoever to provide legal services to you unless the retainer is paid in accordance with the terms of this Agreement and the Agreement is signed and returned to us. The date at the beginning of this Agreement is for reference only. Even if this Agreement is not signed by you and returned to us, you will be obligated to pay our office the reasonable value of any services our office may have performed for you.

H. Modifications. Any modifications to this Agreement must be in writing.

I. Entire Agreement. This Agreement contains the entire agreement between you and this office regarding this matter and the fees, charges and expenses to be paid relative thereto. This Agreement shall be binding upon you and our Firm and our respective heirs, executors, representatives and successors.

J. Conflicts of Interest. An attorney owes ethical and fiduciary duties to the client. Those duties may not present a conflict of interest where the attorney has only one client. A conflict of interest occurs when an attorney owes ethical and fiduciary duties to more than one client. For example, a lawyer representing the corporation may have a conflict of interest in simultaneously representing shareholders or directors of that corporation regarding the same issues. That is because a lawyer may not be able to zealously represent both the corporation and the shareholders.

Conflicts of interest may be potential or actual. An example of an actual conflict of interest is where Attorney A represents Client A and a potential new client calls and wants advice on whether or not to sue Client A. An example of a potential conflict of interest is given in the preceding paragraph regarding the representation of a corporation and one or more of its shareholders.

With multiple clients, a conflict of interest may arise if the clients have different goals and/or different opinions on how to attain common goals. For example, if two clients retain a single attorney to recover money, Client A may wish to settle for 75% of the money due and be done with litigation and attorneys, while Client B may wish to

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have the case tried, and attempt to recover 100% of any monies claimed, even though it will require higher attorney's fees and costs.

In addition, representing more than one client regarding a particular matter means that Clients A, B and C will be informed of what the lawyer learns from Client D. In a single client case, a lawyer must safeguard the confidences of the client. In the multiple client case, a lawyer must safeguard those confidences from the outside world, but is required to make a full and complete disclosure to each other client who has retained the lawyer regarding the same matter.

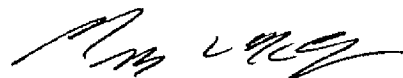
At the present time, we are not aware of any actual conflicts of interest. Any time an attorney represents more than one client, a potential conflict of interest is present. We encourage you to seek an independent opinion from the attorney of your choice on the conflicts question before you retain this Firm. If circumstances change as to the existence of a conflict, we will advise you as soon as possible. Likewise, if for any reason you feel that an actual or potential conflict of interest has arisen, you will notify us as soon as possible. If this occurs, the conflict may be waivable, or it may require us to withdraw from representation. An actual conflict may arise rather quickly and can result in cessation of our representation of you on rather short notice. This happens rarely, but can occur.

By signing this Agreement, you are agreeing to waive any potential conflicts of interest which may exist at this time.

K. Receipt of Agreement. By signing in the space provided below, you acknowledge receipt of a copy of this Fee Agreement.

We sincerely look forward to representing you in this matter and appreciate the confidence in us you have shown by asking us to represent you. Please do not hesitate to call if you have any questions concerning this Agreement or any other phase of this matter. Please sign the enclosed copy of this Agreement if you understand and agree to it. Please return the signed copy to us in the enclosed self-addressed stamped envelope at your earliest convenience.

Very truly yours,



Gregory L. McCoy

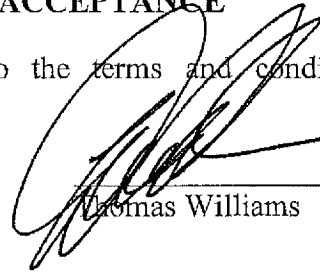
GLM/ikb

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CLIENT'S ACCEPTANCE

I have read, understand and agree to the terms and conditions of this Legal Representation Agreement.

Dated: 4/7/15



Thomas Williams