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Matthew E. Naasz
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Saddleback Road District
c/o Dale Ruzicka
VIA EMAIL ONLY

Re: Public Information Requests
GPNA File No. PENDING

Dear Mr. Ruzicka:

This letter is to confirm our understanding of the representation Gunderson, Palmer, Nelson & Ashmore, LLP, has proposed to undertake on your behalf, its scope and the terms of our engagement in that regard. Experience has shown a letter such as this is useful both to the client and to the firm to express our respective expectations and undertakings.

We understand the scope of our engagement is: representation on behalf of Saddleback Road District regarding the public information requests made by [REDACTED]

Our representation excludes tax advice. Those matters are referred to your accountant. Our representation excludes financial or investment advice; those matters are referred to your financial advisors.

The hourly rate of \$285 will be charged for work performed by Matthew E. Naasz. An hourly rate of \$275 will be charged for work performed by associate attorneys and an hourly rate of \$150 will be charged for all work performed by legal assistants on my behalf.

During the course of this engagement it may become necessary for us to advance funds on your behalf for costs and other disbursements for outside services. It is generally easier for us to do this on minor items rather than ask you to pay a succession of small invoices. Larger items may be forwarded to you with the request that you pay them directly. Those advances, plus the firm's charges for long-distance telephone calls, photocopying, mileage costs, filing fees, hand delivery fees, any on-line database retrieval charges (*e.g.*, Westlaw) etc., will be included in our monthly invoices and details on those matters will be available on request.

Gunderson, Palmer, Nelson & Ashmore, LLP invoices are due upon receipt by you, and are considered past due 30 days after the date they bear. Late charges will be added at the rate of 1.25 percent per month on an invoice for which the firm has not received payment by the 31st day after the date it bears.

Our firm has in the past and will continue to represent many other companies and individuals in matters not substantially related to this engagement. Accordingly, each client agrees to waive any objection, based upon this engagement, to any current or future representation by the firm of any other individuals, and companies, its respective parent, subsidiaries and affiliates in any matter not substantially related to this representation. The representation may be in litigation, legislative or regulatory matters, or in transactions or otherwise, all regardless of type, importance or severity of that matter or this matter. Of course, we will not accept any representation that is adverse to you in this matter.

We look forward to representing you and thank you for looking to us to assist you. If you have any questions concerning these matters that arise at any time, please let me know promptly. If you ever wish to discuss any matter relating to our legal representation, please call.

Sincerely,

Matthew E. Naasz

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