



December 1, 2009

Anthony Williams
Wada Williams Law Group
1201 "K" Street, Suite 720
Sacramento, CA 95814

Re: Agreement Between the State Bar of California and Wada Williams Law Group,
LLP for Government Affairs Representation

Dear Mr. Williams:

As you know, the Wada Williams Law Group was selected to provide to the State Bar of California government affairs representation following a Request for Proposals (RFP) competitive bidding process in 2008. Wada Williams was selected as the "highest scoring proposer" as a result of that process. The RFP and the contract that followed the process contemplated a three year service term renewable at one year intervals for 2008, 2009, and 2010.

We are currently nearing the end of the second of the three year contract intervals and are contemplating the renewal of the contract for 2010.

As you know, the State Bar is currently faced with a veto of its funding authority for 2010. As a result, all expenditures including contracts are undergoing close scrutiny by management and the Board of Governors. Under normal circumstances, a renewal of your contract would be nearly routine. However, under current circumstances, such expenditures are receiving heightened scrutiny.

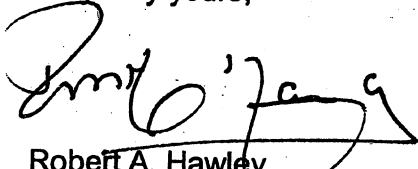
As a result, we propose renewing the Wada Williams contract pursuant to contract Article II [Term] on the following terms. By this letter agreement, the contract will be renewed for an abbreviated period ending February 28, 2010. The contract will expire as of that date, unless renewed through December 31 or some other date in 2010.

It is anticipated that this two month renewal will allow the State Bar to present this issue to its Board of Governors at the Board's January, 2010 meeting to obtain the appropriate review and authority to extend the contract through the end of the year or take other appropriate action. As the contract, by its own terms, exhausts the three year period at the end of December, 2010, a new RFP process will need to be undertaken in 2010 for government affairs representation in 2011 and thereafter.

By signing this letter below, the State Bar proposes a renewal of the existing contract without modification except for the extension of the contract term through February 28, 2010. By signing this letter in the place below, you agree to this interim extension with the possibility of the contract being renewed for the remainder of 2010 following the appropriate Board review and/or action.

If this meets with your approval, please sign in the place below and return this to my attention.

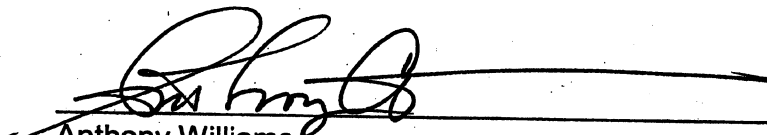
Very truly yours,



Robert A. Hawley
Deputy Executive Director

cc: Judy Johnson, Executive Director
Howard Miller, State Bar President

Signed:



Anthony Williams
For Wada Williams Law Group LLP

Date:

December 6, 2009

**AGREEMENT BETWEEN THE
STATE BAR OF CALIFORNIA
AND
WADA WILLIAMS LAW GROUP , LLP**

THIS AGREEMENT is entered into as of January 1, 2009, by and between THE STATE BAR OF CALIFORNIA, a public corporation ("the State Bar"), with a principal place of business at 180 Howard Street, San Francisco, CA 94105, and WADA WILLIAMS LAW GROUP, LLP ("Contractor"), a limited liability partnership, with a principal place of business at 1201 K Street, Suite 720, Sacramento, CA 95814.

RECITALS

WHEREAS, Contractor is a law, lobbying and legislative consulting firm, engaged in the business of providing consulting and lobbying services; and

WHEREAS, the State Bar conducted a Request for Proposal process to seek lobbying services for the State Bar's and Section's legislative proposals;

WHEREAS, Contractor was selected as the Highest Scoring Proposer in that RFP process; and

WHEREAS, the State Bar and Contractor entered into an Agreement effective March 1, 2008 through December 31, 2008 which provided for renewal for two additional terms;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

Contractor will perform lobbying services ("Services") for the State Bar as specified below. Contractor will designate Anthony Williams as the project director for this Agreement. As the State Bar's legislative representative, Contractor will work with the State Bar's existing Office of Governmental Affairs and staff to advise, lobby, develop, recommend and implement strategy for the purpose of advancing the State Bar Board of Governors' approved legislative program and otherwise representing the interests of the State Bar before the Legislature and Governor's office, including coordinating with the Judicial Branch of Government. Contractor will work under the specific direction and to the reasonable satisfaction of the State Bar's Executive Director

or her designee ("Representative"), and in accordance with State Bar rules, regulations, policies and procedures, including, but not limited to, Article XIV, section 1 of the Rules and Regulations of the State Bar of California or successor provisions.

- A. In coordination with the Executive Director, the Office of Governmental Affairs and the appropriate committee(s) of the Board of Governors, Contractor will draft legislation, secure the introduction and passage of legislation included in the State Bar's legislative program including, as appropriate, the State Bar's funding authority ("Fee Bill").
- B. Contractor will assist the Executive Director and Office of Governmental Affairs in gathering legislative support for the legislative program including, as appropriate, the Fee Bill. Such assistance will include, but not be limited to: coordinating with the State Bar's Office of Governmental Affairs in introducing State Bar representatives to members of the Legislature and introducing and educating such Legislators about the State Bar and its activities; and preparing and presenting testimony at hearings of legislative or similar committees regarding the legislative program including the Fee Bill.
- C. In consultation with the Executive Director and the Office of Governmental Affairs, Contractor will represent the State Bar's interests in the Legislature as an advocate against the passage of bills which adversely affect the State Bar's mission to protect the public, regulate the profession, and enhance the administration of justice or other obligations of the State Bar under statute or court rule ("Institutional Legislation").
- D. Contractor will advise the Executive Director, the Office of Governmental Affairs and/or their designees on a continuing basis and in a timely manner, of any and all significant matters, developments, and events regarding the progress of prospective or pending aspects of the State Bar's legislative program, its Fee Bill legislation or related legislation; or that affect the relevant legislative processes, procedures or desired legislative outcomes. Contractor will submit written reports to the Executive Director and appropriate Board Committee(s) on developments and events when requested to do so or as needed. Contractor will attend State Bar meetings, upon request. These efforts will include:
 - 1. Legislative bill identification, analysis and tracking;
 - 2. Bill and amendment drafting;
 - 3. Assistance in evaluation and determination of positions on legislation;
 - 4. Background legislative research on bills; and
 - 5. Drafting support or opposition letters.

- E.** Contractor will notify and advise the Executive Director of any legislative advocacy undertaken by other State Bar entities, sections, committees, representatives, or volunteers that may interfere with, impede, or adversely affect Contractor's legislative advocacy on behalf of the State Bar's legislative program and the State Bar's other Institutional Legislation.
- F.** Contractor will establish and maintain working relationships with members and committees of the Legislature, personnel of the Governor's office, various federal, state and local officials, representatives of other public agencies and professions, businesses and industries, as applicable, in connection with advancing the State Bar's legislative and governmental affairs program.
- G.** Contractor will advise the Executive Director and the Office of Governmental Affairs on legislative and political issues of interest to the Bar including:
 - 1. Communicating on a daily, weekly and as needed basis on legislative and political developments related to the State Bar;
 - 2. Advising on, and securing, key appointments to State Bar entities by the Legislature and the Governor;
 - 3. Coordinating and arranging key legislative contacts as necessary between Bar officials and legislative and executive branch officials; and
 - 4. Attending meetings with Judicial Branch officials as requested on matters of legislative interest to the Bar, including the quarterly meetings with counsel to the Chief Justice and the annual meetings between the State Bar and the Supreme Court and Chief Justice.
- H.** Contractor will ensure that appropriate lines of communication are maintained between the Executive Director, the Office of Governmental Affairs, the Board of Governors and the appropriate Board committee(s).
- I.** Contractor will provide advice and consultation to the Executive Director and the Office of Governmental Affairs with respect to public relations including:
 - 1. Coordination with public relations campaigns and providing information for public relations materials on government affairs and relations;
 - 2. Distribution of media pieces to the Legislature;
 - 3. Speaking at public events or conferences on legislative matters of interest to the Bar; and
 - 4. General education of the Legislature on State Bar matters.

- J. Contractor will provide the following services for the Voluntary Sections of the State Bar ("Sections"): advise on the development and prioritization of Section sponsored legislative proposals; draft, redraft and monitor bills; work collaboratively with the Sections to address drafting issues; find authors for affirmative legislation and assist as necessary; support State Bar and Section representatives who testify on bills; identify and address problems with bills; track bills and keep Sections advised; set up and appear at meetings with legislative and committee staff to address and resolve issues; facilitate communication of Section positions on bills of others; attend Section meetings as requested; set up and organize "Legislative Days" in the Capitol for interested Sections; provide legislative training for interested Sections; and, in coordination with the Office of Governmental Affairs, ensure that Sections are kept informed through regular reports of legislative developments.
- K. Contractor will invoice the State Bar for work performed under this agreement showing separately the work performed for the State Bar and the Sections.
- L. Contractor will ensure that the State Bar is in compliance with and continues to be in compliance with all applicable federal, state or local laws, regulations, rulings and filing requirements, including but not limited to, those laws, regulations and rules pertaining to lobbying activities conducted in connection with the State Bar's legislative program including, as appropriate, its Fee Bill.
- M. Contractor will be familiar with State Bar regulations, policies, and procedures.
- N. Contractor will cooperate with the State Bar and provide any information required by the State Bar to complete filings required by the Fair Political Practices Commission.

ARTICLE 2 – TERM

This Agreement will become effective as of January 1, 2009, and will continue in full force and effect until December 31, 2009, unless terminated by either party pursuant to Article 4 of this Agreement. This Agreement will be subject to renewal for one additional one (1) year terms, at the option of the parties and at the compensation levels presented by Contractor in its response to the State Bar's Request for Proposal incorporated in Article 3 below.

ARTICLE 3 – COMPENSATION

- A. For services rendered under this Agreement, the State Bar will pay Contractor a monthly fee not to exceed \$20,000, broken out as follows: an amount not to exceed \$13,500 per month for Contractor's activities relating to the State Bar under this Agreement and an amount not to exceed \$6500 per month for lobbying services related to the Sections under this Agreement. The total in payments received pursuant to this Agreement may not exceed \$240,000 annually. These monthly fees are based on the amount of time Contractor estimates it will take to provide the services specified in this Agreement and the nature and quality of the work and may be subject to adjustment by mutual consent of the parties. During 2009, Contractor will reassess the time estimates set forth below based on actual experience under the Agreement. Contractor may reopen this Paragraph of the Agreement to request additional compensation for Sections, which if agreed to will be included in the separate line item for the Sections. In determining the amount paid hereunder, Contractor estimates that 50% to 75% of Anthony Williams' time and 25% to 30% of Jennifer Wada's time at Wada Williams Law Group will be devoted to the State Bar and the State Bar Sections. The State Bar will not withhold any amount for any tax or other withholdings from any sums paid to Contractor hereunder.
- B. Contractor will be paid within thirty (30) days of receipt of a monthly invoice from Contractor. Contractor's invoice must specify fees for Section services as a separate line item. Contractor's invoice must include the relevant Purchase Order number.
- C. Travel Expenses. Contractor will be responsible for all costs and expenses incident to the performance of the Services specified under this Agreement, with the exception of travel expenses. Travel outside the metropolitan Sacramento area shall be subject to the prior approval of the Bar's Representative and Contractor will bill such expenses separately to the State Bar in accord with the Bar's Travel Expense Policy. Any authorized per diem expenses shall not exceed those listed on the State Bar Travel Expense Policy unless prior authorization has been obtained from the Bar's Representative.

ARTICLE 4 – TERMINATION

- A. This Agreement may be terminated by the State Bar, at the State Bar's option, effective immediately upon written notice, due to the occurrence of any of the following events:
1. Bankruptcy or insolvency of the State Bar or Contractor; or

2. A disability on the part of Contractor or other occurrence beyond the control of Contractor which will materially affect the timeliness or quality of Services performed; or
 3. Failure of Contractor, as determined by a court of competent jurisdiction, to materially comply with federal, state or local laws, regulations or requirements with respect to lobbying activities and reporting requirements or rulings concerning lobbying activities.
- B. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, State Bar may terminate this Agreement by giving ten (10) days' written notice of termination to Contractor.
- C. Either party may terminate this Agreement, within its sole discretion, without cause and for any reason, upon thirty (30) days' written notice to the other party.
- D. Upon termination or expiration of this Agreement, Contractor will promptly deliver all of any work product created in the performance of Services to the Representative including, but not limited to, any and all notes, reports and documents created by Contractor or Contractor's employees or assistants in providing Services. Contractor will also continue to file and continue to assist the State Bar with any necessary filings with the Fair Political Practices Commission for any period for which work has been performed under this Agreement. This section will survive the expiration or termination of this Agreement.

ARTICLE 5 – COMPLIANCE WITH LAWS

Contractor will comply with all applicable federal, state and local laws, regulations, and ordinances including, without limitation, provisions of the Fair Political Practices Act, and rules, rulings, regulations, and opinions promulgated by the Fair Political Practices Commission, and any laws, regulations and rulings regarding the registration and activities of lobbyists.

ARTICLE 6 – REPRESENTATION OF OTHERS

Contractor will not engage in any lobbying or related activities related to any of the following: (1) in opposition to the State Bar's Fee Bill; (2) in opposition to any bill sponsored by the Board of Governors, or State Bar Sections; (3) in support of any bill opposed by the Board of Governors, or State Bar Sections; or (4) in support of any bill which seeks to limit the State Bar's current regulatory, administrative or dues-collecting

authority. The State Bar retains the right, in its sole discretion, to terminate this Agreement upon written notice pursuant to Article 4 of this Agreement if, in State Bar's sole opinion, any potential or actual conflict cannot be immediately resolved or will in any way compromise or adversely affect the status of the State Bar's Fee Bill or its regulatory, administrative or dues-collecting authority.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

Contractor represents that Contractor, its employees, agents and subcontractors, are fully registered lobbyists with the State of California and have the qualifications and ability to perform the services required by this Agreement in a diligent and professional manner consistent with the highest standards of the industry. Contractor represents and warrants that Contractor, its employees, agents and subcontractors hold all necessary licenses, permits or special licenses necessary to perform the services pursuant to this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit, or special license. Contractor, its employees, agents and subcontractors shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while Contractor is performing services pursuant to this Agreement.

ARTICLE 8 – CONFLICT OF INTEREST

The State Bar, as a public corporation, and its designated employees and consultants, are subject to government-mandated conflict of interest provisions. Contractor will familiarize itself with the State Bar's Conflict of Interest Code ("Code"), and agrees to comply with the provisions of and file reports required by the Code.

ARTICLE 9 – INDEMNITY

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the State Bar (including its Board of Governors, officers, agents, representatives, employees and each of their successors and assigns, as the same may be constituted now and from time to time hereafter) entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs, expenses (including attorneys' fees and expenses) or any other amounts that the State Bar incurs or pays arising directly or indirectly from or in connection with: (1) any breach or failure of Contractor to perform any of its obligations under this Agreement; (2) any actual or alleged negligent act, error, omission, intentional misconduct of, or any violation of law by Contractor (including any of Contractor's employees, agents or subcontractors); or (3) the State Bar's successful enforcement of its rights under this indemnity provision. This indemnity provision will survive the termination or expiration of the Agreement.

In the event both State Bar and contractor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Contractor agrees to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the Contractor defends the State Bar.

ARTICLE 10 – INSURANCE

- A. Contractor will provide and keep in full force and effect during the term of this Agreement, at its own cost and expense, the following insurance policies for the joint benefit of Contractor and the State Bar: (1) **Comprehensive Automobile Liability** insurance covering owned, leased, hired, and non-owned vehicles with a combined single limit of at least One Million Dollars (\$1,000,000.00); (2) **Commercial General Liability** insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); products/completed operations coverage with an aggregate limit of at least One Million Dollars (\$1,000,000.00); advertising and personal injury coverage with an aggregate limit of at least One Million Dollars (\$1,000,000.00); and an each occurrence limit of at least One Million Dollars (\$1,000,000.00); and (3) **Workers' Compensation** coverage as required by law.
- B. All insurance required to be maintained pursuant to this Agreement will name the State Bar of California as an additional insured, will be primary and non-contributing with respect to any other insurance maintained by or available to the State Bar, and will be with carrier(s) acceptable to the State Bar. Within ten (10) business days following the execution of the Agreement, Contractor will deliver to the State Bar offices (at 180 Howard Street, San Francisco, CA 94105-1639 – Attention: Procurement Office) certificates of insurance evidencing Contractor's compliance with the requirements set forth in this Article. Each certificate will provide that the issuing company (the insurer) will endeavor to mail to the State Bar thirty (30) days' prior written notice of any cancellation of such policies. In addition, notwithstanding any notices sent to the State Bar by the insurer, Contractor will immediately notify the State Bar when it becomes aware of any cancellation or material change in the amounts of or type of coverage of the insurance policies held by Contractor, as required by this Agreement.

ARTICLE 11 – CONFIDENTIALITY

Contractor will retain all Confidential Information in the strictest confidence, and will neither use it nor disclose it to anyone without the prior written consent of the State Bar. The term "Confidential Information" will be defined as information required to be protected from disclosure by any applicable case law, statute, policy or practice of or affecting the State Bar, including but not limited to information which is deemed highly sensitive by the State Bar for the purposes of this Article 11. Contractor realizes that irreparable harm can be occasioned to the State Bar by disclosure of such Confidential Information. Accordingly, the State Bar may enjoin such disclosure. Contractor will obligate each of its employees, agents and subcontractors to comply with the obligations of this Article 11.

ARTICLE 12 – PUBLICITY

Contractor will not issue any press release or other public announcement concerning the State Bar without the prior written consent of the State Bar. Contractor will obligate each of its employees, agents and subcontractors to comply with the obligations of this Article 12.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of State Bar. Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between State Bar and Contractor or between State Bar and any assistant, employee or agent of Contractor.
- B. Contractor understands and agrees that Contractor is an independent contractor for all purposes including, but not limited to, workers' compensation, and hereby waives to the extent possible any and all rights Contractor may have or has to any coverage under workers' compensation laws or under the State Bar's workers' compensation coverage as a result of performing the Services. Contractor will retain the right to perform services for others during the term of this Agreement.
- C. Contractor will determine the method, details, and means of performing the Services. Contractor may, at Contractor's own expense, retain or employ such assistants/employees as Contractor deems necessary to perform said Services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants/employees, including workers'

compensation coverage as required, all federal, state and local income taxes, unemployment and disability insurance, Social Security and other applicable withholdings.

ARTICLE 14 – ASSIGNMENT

This Agreement is one for personal services, and Contractor may not assign all or any part of its rights or obligations hereunder.

ARTICLE 15 – NON-DISCRIMINATION

Contractor will promote non-discrimination policies and programs in Contractor's own employment practices in the event Contractor is required to engage in said employment practices in fulfilling the terms of this Agreement, in that Contractor will not discriminate on the basis of race, religion, ancestry, national origin, sex, marital status, disability, age, or sexual orientation with respect to anyone performing any services or providing any equipment, supplies or instrumentalities pursuant to this Agreement. Contractor agrees to include these non-discrimination requirements in any and all subcontracts to perform work under this Agreement.

ARTICLE 16 – RIGHT TO AUDIT

The State Bar reserves the right to have an independent audit conducted of Contractor's compliance with the terms of this Agreement, if the State Bar reasonably believes that such audit is necessary to ensure confidentiality, financial and/or program accountability or integrity. In addition, Contractor agrees to cooperate with auditors or investigators authorized to audit the activities of the State Bar through legislation or regulation. Contractor further agrees to cooperate with the State Bar and provide information that the State Bar may need to defend any legal challenges that may be made to the lobbying activities engaged in by Contractor.

ARTICLE 17 – NOTICE

Any notices to be given by either party to the other will be in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. Notices delivered personally will be deemed received as of actual receipt; mailed notices will be deemed received as of five (5) days after mailing. Each party may change their address by written notice in accordance with this paragraph.

ARTICLE 18 – GENERAL PROVISIONS

- A. **Entire Agreement:** This Agreement supersedes any and all other agreements, written or oral, which may exist between the parties, and contains all of the covenants and agreements between the parties. By signing below, each party acknowledges that no representations, inducements, promises or agreements which are not embodied herein have been made by any party and that no agreement, statement or promise not contained herein will be binding on the parties.

- B. **Waiver:** No term or provision herein will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, will not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- C. **Jurisdiction:** This Agreement is deemed to have been made and entered into by the parties at San Francisco, California, and will be construed according to the laws of the State of California. Any litigation arising out of this Agreement will be filed in the appropriate court in San Francisco, California.

- D. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

- E. **Changes:** No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the parties hereto.

- F. **Authority:** Each party hereby represents and warrants that he/she has full power and authority to enter into and perform his/her obligations under this Agreement and that the person signing this Agreement has been properly authorized and empowered to enter into this Agreement. Each party acknowledges that he/she has read, understands and agrees to be bound by this Agreement.

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G. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

THE STATE BAR OF CALIFORNIA

WADA WILLIAMS LAW GROUP,
LLP

By: Reggie Van Horn
Title: 2/24/09 CEO
Date: 2/4/09

By: [Signature]
Title: Partner
Date: 1/20/09