

### AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 2<sup>nd</sup> day of December, 2025 and amends that certain agreement for Professional Services dated July 1, 2025, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP. ("Consultant.")

#### RECITALS

- A. Town and Consultant entered into an Agreement for Professional Services on July 1, 2025, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. To cover ongoing SB 330 Land Use Litigation expenses, the parties wish to increase the compensation amount.

#### AMENDMENT

1. The "not to exceed" amount in the Compensation Section is amended be \$350,000.00.
2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Approved as to Consent:

Signed by:  
 By: Chris Constantin 12/16/2025  
3EF63F232F1B426...  
 Chris Constantin, Town Manager

Signed by:  
 By: Celia W. Lee 12/5/2025  
27CF9CFB9CCF445...  
 Celia W. Lee, Esquire

Approved as to Form:

Signed by:  
Gabrielle Whelan 12/16/2025  
EFD6735A5334428...  
 Gabrielle Whelan, Town Attorney

ATTACHMENT 2

**goldfarb  
lipman  
attorneys**

1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
510 836-6336

M David Kroot  
Lynn Hutchins  
Karen M. Tiedemann  
Thomas H. Webber  
Dianne Jackson McLean  
Robert C. Mills  
Isabel L. Brown  
James T. Diamond, Jr.  
Margaret F. Jung  
Heather J. Gould  
William F. DiCamillo  
Amy DeVaudreuil  
Barbara E. Kautz  
Rafael Yaquián  
Celia W. Lee  
Dolores Bastian Dalton  
Joshua J. Mason  
Jeffrey A. Streiffer  
Elizabeth R. Klueck  
Jhaila R. Brown  
Gabrielle B. Janssens  
Rye P. Murphy  
Benjamin Funk  
Aileen T. Nguyen  
Katie Dahlinghaus  
Brandon V. Stracener  
Matthew S. Heaton  
Nazanin Salehi  
Erin C. Lapeyrolerie  
Minda Bautista Hickey  
Jocelyn A. Portales  
Colleen A. Wisel  
Thomas J. Levendosky

August 27, 2025

via electronic mail

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030  
GWhelan@losgatosca.gov

**Re: Legal Services – Town of Los Gatos– Land Use Litigation**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the Town) in connection with the following land use litigation matters as authorized in writing by the Town for the period from July 1, 2025 to June 30, 2026:

- a) *The Town of Los Gatos, a California municipal corporation vs Arya Properties, LLC et al* Case Number: 25CV462276 (Arya Matter)
- b) *Los Gatos LLC vs The Town of Los Gatos*, Case Number: 25CV467536 (Capri Matter)

Dolores Bastian Dalton will have primary responsibility for our work on the Arya matter and Celia W. Lee will have primary responsibility on the Capri matter. Barbara E. Kautz, Brandon V. Stracener and Nazanin Salehi will provide assistance in both matters. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter with a maximum of \$200,000 for the period from July 1, 2025 to June 30, 2026. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

Los Angeles  
213 627-6336  
San Diego  
619 239-6336  
Goldfarb & Lipman LLP

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
August 27, 2025  
Page 2

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to us at: [ddalton@goldfarblipman.com](mailto:ddalton@goldfarblipman.com) and [clee@goldfarblipman.com](mailto:clee@goldfarblipman.com) and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,



DOLORES BASTIAN DALTON

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
August 27, 2025  
Page 3



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CELIA W. LEE

Enclosures: Rate Schedule; Billing Policies and Procedures

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

Signed by:  
By: Gabrielle Whelan  
Gabrielle Whelan  
Its: Town Attorney  
Date: 9/8/2025

Goldfarb & Lipman LLP  
Billing Rates Per Hour

|                     |             |
|---------------------|-------------|
| Partner             | \$370-\$390 |
| Senior Counsel      | \$365-\$390 |
| Associate           | \$275-\$365 |
| Senior Law Clerk    | \$260       |
| Law Clerk           | \$210       |
| Project Coordinator | \$210       |

**GOLDFARB & LIPMAN LLP**  
**LEGAL REPRESENTATION POLICIES AND PROCEDURES**

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP