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Jessica A. Skelton
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March 22, 2024

VIA EMAIL

Mike Chambless
City Administrator
P.O. Box 987
Snoqualmie, WA 98065
mchambless@snoqualmiewa.gov

Re: Legal Representation

Dear Mr. Chambless:

Thank you for selecting Pacifica Law Group LLP to represent the City of Snoqualmie (the “City”) regarding code enforcement issues. This letter will also apply to any additional matters that we undertake at your request, unless otherwise specified in a separate engagement letter addressing that matter.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. I will have primary oversight for Pacifica Law Group’s representation of the City, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. My hourly rate for this work will be \$470 and Shweta Jayawardhan’s hourly rate will be \$270. We issue invoices for our fees and any disbursements on a monthly basis and payment of our invoices in full is due within 30 days of receipt. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. You can reach me at the office at 206.245.1710. Additional information regarding billing and service terms is included in Exhibit A to this letter. The amount billed for this engagement regarding code enforcement issues shall not exceed \$50,000.00 without further written authorization.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records and the information you have provided regarding adverse or potentially adverse parties, we do not believe our representation of the City on this code enforcement matter creates a conflict of interest for Pacifica Law Group. Pacifica Law Group is currently representing another party, Peter Hambling, in a matter adverse to the City, and is undertaking that representation of Mr.

Hambling pursuant to a consent and waiver of any conflict signed by both the City and Mr. Hambling. Out of an abundance of caution, we also are procuring an additional consent and waiver of any conflict from both the City and Mr. Hambling related to this code enforcement representation of the City.

Please let me know immediately if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of the City does not include acting as counsel for any entity in which the City holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

Pacifica Law Group represents many other companies, individuals and government agencies (“clients”). During the time we are representing the City we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes adverse to the City that are not substantially related to our representation of the City; and/or
- (2) in matters not substantially related to our work for the City, parties who have interests adverse to the City in matters we are handling for the City.

We request the City’s consent to allow Pacifica Law Group to undertake such future representations without the need to obtain any further or separate approval from the City, as long as those matters are not substantially related to matters in which Pacifica Law Group is representing, or has represented, the City. Your signature below constitutes the City’s consent to such representation. We agree not to use any proprietary or other confidential nonpublic information concerning the City acquired by us as a result of our representation of the City to the City’s material disadvantage in connection with any litigation or other matter in which we are adverse to the City.

During our representation of you, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between client and attorney and that an attorney’s consultation with its counsel may not be privileged, unless the attorney either withdraws from the representation of the client or obtains the client’s consent to consult with its counsel.

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We believe that it is in our client's interests, as well as Pacifica Law Group's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the City, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Pacifica Law Group's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Pacifica Law Group may have to protect the confidentiality of our communications with counsel.

Effective January 1, 2024, the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") is requiring certain companies to file informational reports and updates about the company and its beneficial owners. Pacifica's engagement does not include providing advice regarding, or assisting with the FinCEN filings.

This letter, together with the attached Exhibit A, confirms the terms and conditions on which Pacifica Law Group LLP will provide legal services to the City. Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters that we undertake at the City's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to working with you and thank you for placing your confidence in Pacifica Law Group.

Sincerely,

PACIFICA LAW GROUP LLP



Jessica A. Skelton

ACCEPTED AND AGREED:

CITY OF SNOQUALMIE:



Mike Chambless, City Administrator

Date: 3/26/24

EXHIBIT A
Additional Terms

1. Billing rates may be adjusted not more frequently than annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We do not charge for costs incurred internally (photocopying, long distance telephone charges, electronic legal research services and the like). However, to the extent we incur costs from outside vendors directly related to your work, these costs will be passed through to you without mark-up.
2. We reserve the right to charge interest on any portion of a statement that is not paid on time. If any statement remains unpaid for more than 60 days, you agree that we will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.
3. In the event that we place any funds in our trust account on your behalf, including an advance fee deposit, we will not pay you interest on those funds. The Washington State Bar Association requires that except in unusual circumstances any interest received on a law firm's trust account be paid to the Legal Foundation of Washington. We will notify you if the circumstances require us to establish a separate interest-bearing account for any funds being held on your behalf.
4. You agree that both you and our firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding the risk that such communications may be intercepted by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized disclosure.
5. You may, at any time, terminate our representation upon written notice to the firm. We also reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. If we terminate the engagement, we will take reasonable steps to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to perfect our withdrawal. Termination or withdrawal will not relieve you of your obligation to pay for services already rendered and incurred expenses, including work in progress at the time of termination.