



---

INVESTIGATIONS | TRAININGS | MEDIATIONS

December 12, 2022

Anita Grant  
County Counsel  
Lake County

Dear Ms. Grant,

This letter is to set out our agreement regarding Lake County (hereinafter "the County") retaining the Oppenheimer Investigations Group ("OIG") to conduct a workplace investigation. Please review it, sign it, and return a copy to me. If you have questions or concerns, please don't hesitate to contact me.

OIG is being retained to do an impartial investigation of \*\*\*\*\*. We will not render a legal determination whether there was harassment under the FEHA or a violation of any other law or statute. We will stay within this scope unless authorized to expand the scope of the investigation. The purpose of the investigation is to facilitate the rendering of legal advice.

We will interview witnesses, collect and review pertinent information, and report to you on that information. In the report we will tell you what we believe happened, and the basis for that conclusion. We are not guaranteeing any particular result and we will reach our findings based on an impartial and professional evaluation of the evidence.

This agreement creates an attorney-client relationship between the County and OIG. As attorneys, we will use our employment law and investigation expertise to assist you in determining the issues to be investigated and to conduct impartial fact-finding. It is understood that this investigation will be subject to the attorney-client privilege until and unless you waive that privilege, and/or a court determines that some or all of the investigation is not subject to the privilege.

It is understood that our legal advice is the performance of the investigation itself and decisions made relating to that, such as whom to interview, what documents to review and how to analyze our findings. Your inside or outside counsel is solely responsible for providing legal advice related to matters other than the investigation itself, including the admonitions, if any, to be given to employees (or other witnesses) who are interviewed concerning confidentiality, the consequences of employee failure to cooperate in the investigation, the accessing of electronic and other data, document retention, litigation holds, appropriate interim employment measures pending investigation, what action to take as a result of the findings of the investigation, whether the investigation is privileged or non-privileged, steps to take to preserve evidence uncovered during the investigation, the consequences of revealing the report to third parties, the legal implications and actions the County should take based on the results of the investigations, how to advise employees regarding keeping the investigation confidential, compliance with the federal Fair Credit Reporting Act (FCRA), including, without limitation, FCRA sections 603(d)(2)(D) and 603(y)(i) [15 U.S.C. §§ 1681a(d)(2)(D) and 1681a(y)], and compliance with the California Investigative Consumer Reporting Agencies Act (ICRAA), California Civil Code §1786 et seq. With respect to these statutes, the County states that it has made and will make any required disclosures to employee(s) and that the investigation is for employment-related purposes. (If this should change, you agree to notify us.)



---

INVESTIGATIONS | TRAININGS | MEDIATIONS

Madeline Buitelaar will be the lead investigator in this matter, working under a partner's supervision. We bill for all time expended on the matter, including time spent reviewing documents, interviewing witnesses, meeting with representatives and employees or previous employees of the County, drafting a report, phone calls, travel time, etc. Madeline Buitelaar's rate is \$315/hour. Our supervision/substantive edit rate is \$445/hour. Writer/editor time is billed at \$195/hour. Intern time is billed at \$125/hour. Last year, the average cost of one of investigations was \$20,000.00. That amount is not an estimate for the cost of this investigation as costs vary depending on factors like complexity of the issues, number of witnesses/interviews, documents to be reviewed, etc. The total amount billed under this agreement will not exceed \$25,000.00 without prior written approval from the County.

In the event any person involved in this matter pursues further remedies, or if we must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of the services performed for the County, the County will pay fees at the current hourly rate of the attorney involved for any time spent responding to the subpoena or discovery, or acting as a witness in deposition, court, administrative, or other proceedings, irrespective of who may call us as a witness, including preparation time. The County will also represent us in the proceedings or provide us with an attorney of our choice.

You agree to be truthful with us, to cooperate, to keep us informed of any information or developments which may come to your attention, to abide by the terms of this agreement, to pay our bills on time and to assist us by providing information and documents necessary for the investigation. You agree to make available the witnesses and documents requested by the lead investigator to permit the investigator to perform this independent investigation. This will include arranging access to witnesses and documents and arranging a location for interviews.

We will provide you with regular bills, which will be due upon presentation of the billing statement, but in no event to exceed 30 days from presentation of the statement. We reserve the right to postpone or defer providing additional services or to discontinue providing legal services, to the extent legally permissible, if billed amounts are not paid when due. We also reserve the right to charge a late fee of 1% per month, not to exceed 6% per annum total, on all sums that are not paid after 60 days of presentation of the statement. The County agrees to promptly review billing statements and raise any questions regarding the amounts and items billed within 30 days of presentation. If the County objects to only a portion of the charges on a statement, then the County agrees to pay the remainder of the charges, which will not constitute a waiver of the County's objection. The County is obliged to pay our fees regardless of the findings and results of the investigation.

Should a dispute arise, including regarding fees or costs, and should we be unable to resolve the dispute, we agree to submit the dispute to binding arbitration pursuant to the California Arbitration Act. This agreement is subject to the right of the parties to non-binding fee arbitration under the State Bar Fee Arbitration Program. The County understands that, by agreeing to binding arbitration, it is waiving the right to a jury or court trial and attendant procedural rights, such as full discovery and appeal rights.

The County agrees to defend, indemnify and hold us harmless for and against all actions, claims, and complaints arising from or relating to the investigation brought by anyone other than you. This includes an obligation to indemnify us for all costs, including settlement costs and other legal expenses incurred in defending or resolving such actions, which may include attorney representation. This provision is not intended to apply to any malpractice action brought by the County against us.



INVESTIGATIONS | TRAININGS | MEDIATIONS

The County may discharge us at any time and we may withdraw with the County's consent or for good cause. Good cause includes the County's breach of this agreement, refusal to cooperate or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical. In any event, this engagement will automatically terminate at the time OIG presents a report on the investigation or is advised by the County that it does not wish a report. When our services conclude, all unpaid charges will immediately become due. After services conclude, we will, upon your request, deliver your file and property in our possession, whether or not you have paid for all services.

Nothing in this agreement and nothing in my statements to you should be construed as a promise or guarantee about the outcome of the matter. Any estimate of fees given by me shall not be a guarantee. Actual fees may vary from estimates given. This letter of agreement is our entire agreement and supersedes any prior agreement. If any section or portion of these terms is determined by any court or arbitrator to be illegal or invalid, the validity of the remaining terms shall not be affected therein and said illegal or invalid term shall be deemed not to be a part of this letter agreement. Any changes to this agreement will be made in writing and signed by both of us. I am looking forward to working with you.

Sincerely,

*Amy Oppenheimer*

On behalf of Lake County, I agree to the terms set forth above:

  
~~Anita Grant~~ *Susan Parker*  
~~County Counsel~~ *County Administrative Officer*  
Lake County

Date: 12.21.2022

